TOWN OF WINDSOR
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Council Agenda

Council Chambers
Windsor Town Hall
November 7, 2016

7:30 PM Regular Council Meeting

1. ROLL CALL

2. PRAYER – Councilor Petkis

3. PLEDGE OF ALLEGIANCE – Councilor Petkis

4. PROCLAMATIONS/AWARDS

5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)

6. REPORT OF APPOINTED BOARDS AND COMMISSIONS

   a) Board of Education
   b) Windsor Housing Authority

7. TOWN MANAGER'S REPORT

8. COMMUNICATIONS FROM COUNCIL MEMBERS

9. REPORTS OF STANDING COMMITTEES

10. ORDINANCES

11. UNFINISHED BUSINESS

12. NEW BUSINESS

   a) *Reject collective bargaining contract with Windsor School Administrators' Association for the period of July 1, 2017 to June 30, 2020 (Town Manager)

   b) *Introduce a bond ordinance entitled, "AN ORDINANCE APPROPRIATING $305,000 FOR COSTS IN CONNECTION WITH STORMWATER MANAGEMENT IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF $305,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)

   c) *Set a public Hearing for November 21, 2016 at 7:20 PM for a bond ordinance entitled, "AN ORDINANCE APPROPRIATING $305,000 FOR COSTS IN CONNECTION WITH STORMWATER MANAGEMENT IMPROVEMENTS; AND AUTHORIZING

THE ISSUE OF $305,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)

d) *Approve appropriation of $99,000 from the Capital Projects Fund Assigned Fund Balance for design of Oliver Ellsworth School HVAC project (Town Manager)

e) *Approve appropriation of $65,000 from the FY17 Community Investment Initiative for acquisition of a Dial-A-Ride replacement van (Town Manager)

f) *Approve collective bargaining contract with Windsor Police Department Employee Association for the period July 1, 2016 to June 30, 2019 (Town Manager)

g) Town Manager performance review (Deputy Mayor Terranova)

13. *RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

a) *Minutes of the October 17, 2016 Regular Town Council Meeting
b) *Minutes of the October 17, 2016 Public Hearing (lease of Luddy Carriage House)

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

a) Discussion of the selection of a site or a lease, sale or purchase of real estate

17. ADJOURNMENT

★Back-up included

Agenda Item Summary

Date: November 7, 2016

To: Honorable Mayor and Members of the Town Council

Prepared By: Jonathan Luiz, Assistant Town Manager

Reviewed By: Peter Souza, Town Manager PETER

Subject: Board of Education & School Administrators and Supervisors' Agreement

Background

Attached is the contract between the Windsor Board of Education and the Windsor School Administrators' and Supervisors' Association for the period of July 1, 2017 thru June 30, 2020. The agreement was received at the Town Clerk's Office on November 2, 2016.

Discussion/Analysis

Connecticut General Statutes provides that "the terms of such a contract shall be binding on the legislative body of the local school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract" in the Town Clerk's office. The highlights of the negotiated agreement include:

1. General wage increase (GWI) of 1% in FY18, 2% in FY19 and 1.75% in FY20. Step increases of 1.48% in FY18, 0% in FY19, and 0.63% in FY20. GWI and step increases total $208,629 over the contract period
2. Transition from PPO to High Deductible Health Plan in year 1 of the contract
3. Dental insurance employee premium cost share (now 21%) to increase 1% each fiscal year
4. Alterations to medical insurance plans estimated to save $20,878 over the contract period
5. If health insurance plan triggers excise tax per Affordable Care Act, then BOE can offer a plan that falls below excise tax or employees can remain in a plan with excise tax and pay 100% of excise tax

Financial Impact

The projected net financial impact of wage and benefit changes is approximately $47,520 for FY 2018; $62,455 for FY 2019; and $77,776 for FY 2020.

Other Board Action

The Board of Education approved the contract on October 18, 2016.

Recommendation

As per state law, the specific motion regarding the contract is required to be in the negative. The Town Council may also choose not to take action within the thirty-day time frame and the terms of the negotiated contract would go into place. If action is desired, the following motion would be in order:

"MOVE to reject the Memorandum of Agreement between the Windsor Board of Education and the Windsor School Administrators' and Supervisors' Association."

Attachments

Executive summary and cost analysis
Collective Bargaining Agreement

Windsor School Administrators' and Supervisors' Association
(WSASA)
Tentative Agreement
July 1, 2017 – June 30, 2020
(Three Year Agreement)

Executive Summary

Article 6.1.1 Category I – 222 actual work days (amended)
Add Director positions to classification list (Director of STEM, Director of Arts and Humanities, Director of Information, Technology and CATE, Director of School, Family, & Community Partnership).

Article 7.2 – 7.4.9 Reduction In Force (amended)
(7.2)… reorganize the staffing thereof or to assign staff. *The provisions of Reduction-In-Force shall not be utilized in a manner that results in a promotion and/or movement into a position with a higher salary for the affected administrator.*

(7.4.1)… in his/her classification for which he/she is certified and *the Superintendent finds them* qualified.

(7.4.2)… in his/her classification for which he/she is certified and *the Superintendent finds them* qualified.

(7.4.3)… in his/her classification for which he/she is certified and *the Superintendent finds them* qualified.

(7.4.4)… classification for which the displaced administrator is certified and *the Superintendent finds them*

(7.4.9)… shall be reappointed to positions for which they are certified and the Superintendent finds them qualified, *provided such appointment does not constitute a promotion.*

Article 7.4.6 Reduction in Force classifications (amended)
The classifications referred to in this Article are as follows:

1. High School Principal
2. Middle School Principal
3. Elementary School Principal, High School Assistant Principals, and Directors (222 work days)
4. Middle School Assistant Principal (222 work days), Supervisors
5. High School Assistant Principal (197 work days)
6. Middle School Assistant Principal (197 work days)
7. Elementary School Assistant Principal (197 work days)
8. Department Chairs

Article 13 Sabbatical Leave (deletion)
Delete Sabbatical Leave language
Article 13.6 Childrearing Leave (amended)
... for the remainder of the academic year. *Unit* members shall apply for such leave at least six weeks prior to the expected *commencement of the childrearing leave.*

Article 14.1.7 Benefits (amended)
Increase from $5,000 to *$8,000* per year shall be expended by the Board of Education for this tuition reimbursement plan.

Article 14 Health Insurance (amended)
Eliminate the PPO option, and offer HDHP/HSA only

Article 14.2.18 Life Insurance (amended)
The individual administrator may participate in an additional group term life insurance program in an amount equal to his/her annual salary rate, with the cost *assumed* by the employee.
Administrators who currently are utilizing this benefit as of 7/1/16 will be grandfathered.

Article 14.2.19 Dental Insurance (amended)
The Board shall pay *seventy-eight percent (78%) in 2017-2018, seventy-seven percent (77%) in 2018-2019, and seventy-six (76%) in 2019-2020* of the premium for individual, two person or family coverage, and the Covered Employee shall pay *twenty-two percent (22%), in 2017-2018, twenty-three percent (23%) in 2018-2019, and twenty-four percent (24%) in 2019-2020* of the applicable premium. This benefit shall be subject to a $2,500 per person annual maximum. Currently administrators pay twenty-one percent (21%).

Article 15 Salaries
2017-2018 (1.0% w/step), 2018-2019 (2.0% no step), 2019-2020 (1.75% w/step).

Article 19.1 Duration of Contract (amended)
The provisions of this Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2020.

Health Insurance coverage updates (NEW)
If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, the Board reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). if the employee chooses to enroll him/herself or his/her family members in a coverage option(s) that triggers an excise tax, one hundred percent (100%) of any such excise tax shall be borne solely by the employee.

Meeting with Unit for proposed position changes (NEW)
The Board and the Association agree that prior to the submission of any recommendations to the Board for the establishment of any new positions or the elimination of existing positions to be or being currently represented by the Association, the Superintendent and/or his/her designee shall meet with the executive board of the Association so that consideration may be given to the Association's views. Any grievance of this provision shall not go beyond Level 3.

Vice Principal title change (NEW)
Anywhere that "Vice Principal" appears change to "Assistant Principal"

Supervisor position move (NEW)
Move to High School Assistant Principal, Category I salary Year 1; increase 1% more than GWI in Years 2 & 3. ($2406 / $1213 / $1225). (Special Ed. Supervisors PreK-5 & 6-12, and School Counseling Director).

Salary

2017-2018	Step movement 1.0% increase
2018-2019	2.0% increase (NO STEP)
2019-2020	Step movement 1.75% increase

Insurance

2017-2018	HDHP $2000/$4000; $4000/$8000 Rx after deductible $5/$25/$40 50% employer funding of deductible 50% of employer funding on July 1, 50% of employer funding on September 1 19% employee premium cost sharing (currently the premium is 21%) HRA for those ineligible for HSA
2018-2019	HDHP $2000/$4000; $4000/$8000 Rx after deductible $5/$25/$40 50% employer funding of deductible 50% of employer funding on July 1, 50% of employer funding on September 1 20% employee premium cost sharing HRA for those ineligible for HSA

2019-2020	HDHP $2000/$4000; $4000/$8000 Rx after deductible $5/$25/$40 50% employer funding of deductible 50% of employer funding on July 1, 50% of employer funding on September 1 21% employee premium cost sharing HRA for those ineligible for HSA

Proposed Motion: "Move that the Board of Education vote to ratify the Agreement between the Windsor Board of Education and the Windsor School Administrators' and Supervisors' Association covering July 1, 2017 through June 30, 2020.

Windsor Public Schools				
WSASA Settlement Recap				
Contract negotiations 07/01/2017-6/30/2020				
BASE	$ 3,042,005	$ 3,102,847	$ 3,177,018	
	2017/2018	**2018/2019**	**2019/2020**	
GWI	$29,679	$60,840	$54,300	
%	1.00%	2.00%	1.75%	
STEP	$43,939	$0	$19,871	
%	1.48%	0.00%	0.63%	
***Total Wage Cost**	**$73,618**	**$60,840**	**$74,171**	
%	**2.48%**	**2.00%**	**2.38%**	6.86%
RX changes	-	-	-	
Medical Changes	($49,947)	($1,989)	$0	
Cost share increases	$23,849	$3,604	$3,605	
Total Insurance Cost	**($26,098)**	**$1,615**	**$3,605**	
NET COST	**$47,520**	**$62,455**	**$77,776**	
%	**1.56%**	**2.01%**	**2.45%**	
*Supervisor Category position move to new classification				
Notes: FY 2017/2018 GWI 1% plus Step Movement				
FY 2018/2019 GWI 2% and no Step Movement				
FY 2019/2020 GWI 1.75% plus Step Movement				
Z:\Negotiations 1\WSASA\[WSASAcostrecap2017-2020.xls]recap of costs				

AGREEMENT
BETWEEN THE
WINDSOR BOARD OF EDUCATION
AND THE
WINDSOR SCHOOL ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

July 1, 2017 - June 30, 2020

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ARTICLE 1

GENERAL

1.1 This Agreement has been entered into by virtue of negotiations under Chapter 166, §10-153b through §10-153f of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.

1.2 It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.

1.3 It is understood that unit members shall continue to serve under the direction of the Superintendent of Schools and in accordance with board and administrative policies, rules and regulations.

1.4 This Agreement shall be binding upon both parties for its term, and the Board hereby amends its rules and regulations to the extent necessary to give effect to the provisions of this Agreement.

1.5 If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of this Agreement, said provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless expressly so stated.

1.6 This Agreement shall not be altered, amended, or changed unless agreed by both parties hereto, which agreement shall be in writing signed by both the Board and the Association. Any amendment shall be appended hereto and made a part hereof.

ARTICLE 2

RECOGNITION

2.1 The Board hereby recognizes the Windsor School Administrators' and Supervisors' Association as the exclusive representative of all those certified professional employees in the Windsor school district who are not excluded from the purview of Sections 10-153a to 10-153n, inclusive, of the Connecticut General Statutes, who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee.

2.2 Unless otherwise specifically defined, the term "administrators" when used in this Agreement, shall mean all persons employed in the positions of elementary school

principals, secondary school principals, secondary school assistant principals, elementary assistant principals, coordinators, supervisors, and department chairs.

ARTICLE 3

BOARD RIGHTS AND RESPONSIBILITIES

3.1 It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Windsor Public Schools in all its aspects including but not limited to the acquisition, control and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Windsor Public Schools.

3.2 These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives other than as there are specific provisions herein elsewhere contained shall be subject to the grievance provisions of this Agreement.

ARTICLE 4

RIGHTS OF ASSOCIATION

4.1 The Windsor School Administrators' and Supervisors' Association as the exclusive negotiating representative of the administrators and supervisors, realizing its obligation to represent and communicate to all members of the unit shall be afforded the following privileges:

4.1.1 The School mail and mailboxes may be used to facilitate the dissemination of Association material in accordance with guidelines jointly established by the Superintendent; and the President of the Association.

4.1.2 A copy of all materials distributed through mailboxes shall be given to the Superintendent of Schools previous to being distributed or posted.

4.1.3 Copies of the agenda of all regular Board meetings shall be sent to the Association President at the same time they are sent to Board members.

4.1.4 When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representative of the unit members, during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities, provided such activities and free time

have been approved by the Superintendent or his designated representative in accordance with established administrative regulations. The Association and its officers recognize and agree that this privilege should not be abused.

4.1.5 No administrator shall receive a written reprimand or be suspended without pay except for just cause.

ARTICLE 5

AGENCY FEE

5.1 All unit members employed by the Windsor Board of Education shall as a condition of continued employment join the Association or pay an agency fee to the Association. Said agency fee shall be equal to ninety percent (90%) of the Association dues uniformly required of members, but in no case greater than the proportionate cost of collective bargaining, contract administration and grievance adjustment.

5.2 All unit members who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall be delivered to the Board of Education and shall continue in effect from year to year, unless such unit member shall notify the Board of Education and the Association in writing in the month of August of any year, that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that in the coming school year said unit member shall pay the agency fee as described in Section 1 via payroll deduction.

5.3 For those unit members who have not delivered an authorization card by October 1st, the Board of Education agrees to deduct the annual agency fee from their salaries via payroll deductions.

5.4 The Board of Education agrees to deduct from each unit member an amount equal to the Association membership dues or agency fee by means of payroll deductions. The deduction from each paycheck of membership dues or agency fee shall be made in seventeen (17) equal installments, commencing from the second paycheck in October and then from the first two paychecks in each following month. The amount of Association membership dues or agency fee shall be certified by the Association to the Board of Education prior to August 15.

5.5 Those unit members commencing employment after the start of the school year shall sign and deliver to the Board of Education an authorization card as described in Section 2 by the date of the first paycheck received or be subject to the agency fee. Deduction of either Association membership dues or the agency fee shall commence with the second paycheck, and thus the amount of membership dues or agency fee under this section shall be a prorated amount, equal to the percentage of the remaining school year.

5.6 The Board of Education agrees to forward to the Association treasurer, each month, a check for the amount of money deducted during that month. The Board shall include a list of the unit members for whom such deductions were made.

5.7 The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article.

ARTICLE 6

WORK YEAR

6.1 The work year for unit members shall be as set forth below. The unit member shall submit his/her proposed schedule of such days for the next school year to the Superintendent for modification and/or approval by June 1 each year. Although the presumption shall be that non-work days will rarely be scheduled on student school days requests by unit members for the use of non-work days on student school days will not be unreasonably denied. With the prior written approval of the Superintendent, one or more of the five (5) days before the teacher work year and the five (5) days after the teacher work year required for Category II employees may be scheduled for another time during the work year. In addition, Category II employees may, with the prior written approval of the Superintendent, schedule up to three (3) work days during the regular work year for another time during the calendar year.

6.1.1. CATEGORY I - 222 actual work days
All Principals
High School Assistant Principal
Middle School Assistant Principal
Directors
Supervisors

6.1.2 CATEGORY II - 197 actual work days
High School Assistant Principal
Middle School Assistant Principal
Elementary Assistant Principal
Department Chairs

6.2 When circumstances make it impossible for a unit member to schedule all of his/her non-work days between July 1 and June 30 of a work year, he/she shall be permitted, with the prior approval of the Superintendent, to carry over up to five (5) non-work days into the next work year. However, no unit member may have more than thirty

(30) non-work days available to him/her during any work year. The application of this provision shall not be subject to the grievance procedure set forth in Article 12.

6.3 There shall be no further accrual of vacation time after June 30, 2004. Administrators employed prior to July 1, 2004 who have accrued vacation time shall be paid upon resignation or retirement for accrued vacation days at the 2004-2005 rates with the per diem based on the work year when such days were accrued (e.g. 260, 240, 220). With the prior written approval of the Superintendent, a designated number of such days may be used as additional non-work days in a given year. With application prior to November 1 in the preceding school year and the prior written approval of the Superintendent, up to five (5) of such days may be paid at the rates set out above.

ARTICLE 7

REDUCTION IN FORCE

7.1 Factors Which May Cause a Reduction-in-Force

A reduction in force occurs when the total number of full and/or part-time positions requiring the Intermediate Administrative-Supervisory certificate, established and budgeted by the Board of Education, is less than the total number of full-time equivalent administrators and supervisors who are unit members. The elimination of a position and/or a reduction can result from:

7.1.1 Decline in enrollment.

7.1.2 Reorganization within the school district.

7.1.3 Consolidation and subsequent elimination of school buildings.

7.1.4 Change in curriculum or program.

7.1.5 Severe financial conditions.

7.1.6 Other circumstances as determined by the Board of Education.

7.2 Management Rights Reserved to the Board of Education

Nothing in this Article should be construed to limit the right of the Board of Education to eliminate or create any position, program, department or school, or to reorganize the staffing thereof or to assign staff. The provisions of Reduction-In-Force shall not be utilized in a manner that results in a promotion and/or movement into a position with a higher salary for the affected administrator. Accordingly, this procedure shall in no way

preclude the Superintendent from making any transfer or reassignment, for any bona fide reason.

7.3 Criteria to be Considered in Determining Qualifications of Unit Member(s) to be Affected by a Reduction-In-Force

The Superintendent shall consider the following factors in determining the qualifications of unit member(s) to be affected by a reduction-in-force pursuant to Section D below:

7.3.1 Training, certification, evaluations and experience as related to available positions.

7.3.2 Total administrative/supervisory experience.

7.3.3 The district's Affirmative Action goals.
These factors are not weighted or arranged in order of importance, but are all to be considered in reaching a decision.

7.4 In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

7.4.1 Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening if one exists, in his/her classification for which he/she is certified and the Superintendent finds them qualified.

7.4.2 If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of the administrator who has the least seniority in his/her present classification for which position the administrator is certified and the Superintendent finds them qualified.

7.4.3 If there is no existing administrative opening in his/her classification, and the displaced administrator has the least seniority in his classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification, for which he/she is certified and the Superintendent finds them qualified; provided, however, such appointment does not constitute a promotion.

7.4.4 If there are no existing administrative openings in any administrative classifications, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and the Superintendent finds them qualified, the displaced administrator will be offered such position; provided, however, such appointment does not constitute a promotion.

7.4.5 If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified subject

to the reduction in force policy or collective bargaining agreement then in effect relative to teachers.

7.4.6 The classifications referred to in this Article are as follows:

1. High School Principal
2. Middle School Principals
3. Elementary School Principals, High School Assistant Principals And Directors (222 work days)
4. Middle School Assistant Principal (222 work days), Supervisors
5. High School Assistant Principal (197 work days)
6. Middle School Assistant Principal (197 work days)
7. Elementary School Assistant Principals (197 work days)
8. Department Chairs

7.4.7 Notwithstanding the foregoing, the Superintendent shall have the right to override the result indicated by the above procedure in determining which unit member shall be affected by a reduction in force, based on the following considerations:

1. Unique experience, abilities, skills or knowledge valuable to the school district.
2. The district's Affirmative Action goals.

7.4.8 The rights of tenured unit members vis-a-vis non-tenured unit members under the provisions of Conn. Gen. Stat. §10-151 shall take precedence over any provision of this Article. In the event of a layoff, termination of contract shall be subject to administrative and/or judicial review in the manner set forth in Conn. Gen. Stat. §10-151 as amended and in no other manner.

7.4.9 The name of a unit member who is assigned to a lesser pay administrative or supervisory or teaching position or who is laid off shall be placed on a reappointment list and shall remain thereon for up to two (2) years following the effective date of transfer or contract termination. Unit members on the reappointment list shall be reappointed to positions for which they are certified and the Superintendent finds them qualified, provided such appointment does not constitute a promotion. Notice of reappointment shall be sent to such unit members, return receipt requested (RRR), and such unit members shall have ten (10) days from receipt of notice within which to accept such position in writing. If reappointment is offered and is refused by the unit member, his or her name shall be removed from the reappointment list."

7.4.10 The Board and the Association agree that prior to the submission of any recommendations to the Board for the establishment of any new positions or the elimination of existing positions to be or being currently represented by the Association, the Superintendent and/or his/her designee shall meet with the executive board of the Association so that consideration may be given to the Association's views. Any grievance of this provision shall not go beyond Level 3.

ARTICLE 8

INVOLUNTARY TRANSFERS

8.1 Before an involuntary transfer is made, because of reduction in force or otherwise, the Superintendent or a member of his staff shall meet with the unit member and a representative of the Association, if requested, to explain the circumstances and conditions.

8.2 Following this meeting, the circumstances and conditions shall be confirmed to the unit member in writing.

8.3 The need for such transfer shall be reasonable.

8.4 Should a transfer for reasons including reduction in force, other than a demotion for unsatisfactory performance be to a position in a lower classification, the unit member shall receive his or her previous, higher salary for the first year following the transfer. Should the unit member be transferred to a teaching position, he or she shall receive the difference between the salary of his or her new position and his or her previous salary in the first year following the transfer.

ARTICLE 9

PROMOTIONS

9.1 When vacancies in advanced positions occur, notice will be posted throughout the district. Such notice may be posted electronically and shall contain the qualifications in terms of education and experience, the duties and the salary.

9.2 A promotion shall be defined as a move from one salary classification to a higher salary classification.

9.3 Any unit member who is promoted will not take a decrease in pay if the new position begins at a lower pay. He/she will be placed at the step which is higher than his/her previous position, and he/she will then progress on that salary schedule.

ARTICLE 10

PROTECTION OF UNIT MEMBERS

10.1 Unit members shall report immediately in writing to the central office all cases of assault suffered by them in connection with their employment. Such report shall be forwarded

through the Superintendent to the Board of Education. Any unit member involved, or alleged to be involved, in the incident to be reported shall not be required to make such report as aforesaid, but may promptly delegate the responsibility therefor to another unit member.

10.2 The Board and the Superintendent shall comply with any reasonable request of the unit member for information in his/her or the Board's possession not privileged under law and which relates to any incident allegedly involving the unit member.

ARTICLE 11

UNIT MEMBER FILES

Official unit member files, wherever kept, shall be maintained under the following conditions:

11.1 Unit members shall have the opportunity to review and discuss their observation and evaluation with their Supervisors. Unit members shall have the right to receive copies of their individual reports. The unit member may acknowledge that he/she has read such observation and evaluation reports by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

11.2 The unit members shall have the right to answer any material filed, and the answer shall be attached to the file copy.

11.3 Upon appropriate request by the unit member, he/she shall be permitted to examine his/her files.

11.4 The unit member shall be permitted to reproduce any material in his/her files within five calendar days of his/her request at his/her own expense.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 Purpose

12.1.1 The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

12.1.2 A unit member who feels aggrieved shall attempt to resolve the issue through administrative channels before following the below-noted grievance procedure.

12.2 Definitions

12.2.1 A "grievance" is a claim that a specific provision of this Agreement has been misapplied or misinterpreted.

12.2.2 An "aggrieved person" is the unit member or unit members making the claim.

12.2.3 A "party in interest" is the person or persons who, in addition to the aggrieved person, has a recognized and reasonable interest in the grievance or in its resolution.

12.2.4 The term "days" means work days.

12.2.5 Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section of the contract in question, the nature of the misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission complained of, or within twelve days from when he/she knew or should have known, whichever is later.

12.3 <u>Procedure</u>

12.3.1 Informal:
A unit member with a grievance shall have the right to discuss it with the immediate supervisor involved, accompanied by one member of the Association if he or she chooses, with the object of resolving the matter informally.

12.3.2 Formal:

(a) <u>Level One</u>

If the aggrieved person is not satisfied with the disposition of his/her problem through the informal procedure, or if the problem is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to the immediate supervisor involved accompanied by one member of the Association. Such grievance shall be in writing and set forth the specific section of the contract in question, the nature of the misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve (12) days of the act or omission complained of.

(b) <u>Level Two</u>

(1) If the grievance is not resolved at Level One, or if no decision is rendered within five (5) days of its presentation under Level One, the aggrieved person shall have the right to present his/her grievance within five (5) days of a decision under Level One, or within ten (10) days of its presentation under Level One if there is no decision, to the Superintendent of Schools. If the Superintendent rendered the decision at Level One, the grievant shall proceed directly to Level Three as set forth below.

(2) Within ten (10) days after receipt of the written grievance, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance.

(3) A maximum of three representatives of said Committee shall have the right to attend and participate in the meeting of the Superintendent with the aggrieved person relating to the grievance.

(c) Level Three

(1) If the grievance is not resolved at Level Two, or if no decision is rendered within five (5) days of the meeting with the Superintendent under Level Two, the aggrieved person shall have the right to refer the grievance in writing to the Board of Education, within three (3) days of a decision under Level Two, or within eight (8) days of the meeting with the Superintendent under Level Two if there is no decision.

(2) Within twenty (20) days after receipt of the written grievance, the Board with the Superintendent shall hold a hearing with the aggrieved person for the purpose of resolving the grievance.

(3) A maximum of three (3) representatives of said Committee shall have the right to attend and participate in the hearing before the Board with the aggrieved person relating to the grievance.

(d) Level Four - Impartial Arbitration

(1) If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the meeting with the Board under Level Three, the aggrieved person shall have the right to request the Association to submit his/her grievance to Arbitration; provided, however, such request shall be in writing and shall be made within five (5) days of a decision under Level Three, or within fifteen (15) days of the meeting with the Board under Level Four if there is no decision.

(2) Within fifteen (15) days after receiving the request, the Association shall decide whether to submit the grievance to arbitration.

(3) If the Association decides to submit the grievance to arbitration, it shall notify the Board in writing.

Within ten (10) days of notification, the Board and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time period specified, a request for a list of arbitrators shall be made to the American Arbitration Association or the American Dispute Resolution Center by either party and they shall be bound by the rules and procedures of the designated arbitrator in the selection of an Arbitrator.

(4) The Arbitrator so selected shall confer promptly with representatives of the Board and the Association, shall hold hearings with the aggrieved person and such other parties in interest as he shall deem requisite, shall review the record of prior hearings and, unless extended by mutual agreement, shall issue his decision not later than twenty (20) days from the date of the closing of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

(5) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole responsibility of the Arbitrator shall be to determine whether the terms of this agreement have been misapplied or misinterpreted, and the Arbitrator shall have no power or authority to make any decision which violates, modifies, or amends any then-established terms of this Agreement. The Arbitrator shall not substitute his judgment for that of the Board where the Board's action is not unreasonable except in the following circumstances:

(a) where an issue to be determined by the arbitrator is an issue of fact;

(b) where the issue before the arbitrator involves the interpretation of the terms of this Agreement.

(6) The decision of the Arbitrator shall be rendered to the Board and to the Association and shall be binding upon both parties during the life of this Agreement unless the same is contrary to law.

(7) The costs for the services of the Arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

12.4 Miscellaneous.

12.4.1 The Board and the Association agree that these proceedings shall be kept as informal and confidential as possible.

12.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be

made to expedite the process. The time limits specified, however, may be extended by mutual agreement in writing, except the initial filing of the grievance.

12.4.3 Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved.

12.4.4 Forms for filing and processing grievances shall be prepared by the Superintendent and distributed to the parties in interest and the Association so as to facilitate operation of the grievance procedure.

12.4.5 Commencing with Level One, decisions rendered at all levels of the procedure shall be in writing setting forth the decision and the reasons therefor.

12.4.6 It is understood that the aggrieved person or persons shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and Administration until such grievance and any effect thereof shall have been fully determined.

12.4.7 The Board and the aggrieved person or the Association may utilize the service of a bona fide professional consultant at Levels Three or Four of this procedure.

ARTICLE 13

LEAVES OF ABSENCE
CHILDBEARING

13.1 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)

13.2 Accumulated sick leave shall be available for use during periods of such disability.

13.3 Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.

13.4 Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to

pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

13.5 Pregnancy or childbirth shall not be a basis for termination of employment or compulsory resignation.

CHILDREARING

13.6 Childrearing leave of absence may be granted for one year by the Board of Education based upon the recommendation of the Superintendent of Schools. Such leave of absence must be requested in writing prior to the commencement of childbearing leave and shall be taken for the remainder of the academic year. Unit members shall apply for such leave at least six weeks prior to the expected commencement of the childrearing leave. In the case of adoption, the written request must be submitted to the Superintendent within five days of the agency approval of the unit member as an adopting parent.

13.7 The Board of Education shall reinstate the unit member to the original or an equivalent position if available at the start of the following school year, providing the unit member has given notice of intent to return by May 1st of the school year in which the leave is taken. Such position shall not be deemed available if the Superintendent has granted a continuing contract for the position to another unit member by June 1 of the school year in which the childbearing leave is taken. Notwithstanding the above condition, a unit member who commences childbearing leave on or after February 15 shall be entitled to return to the same position or a similar position at the beginning of the next school year provided the unit member has given proper notice of such intent. A unit member on leave of absence under this Article shall, upon return from leave, placed on that step of the prevailing applicable salary schedule which represents the amount of administrative or supervisory experience the Board recognized at the time the leave commenced.

JURY DUTY

13.8 Any unit member ordered to report for jury duty shall receive a rate of pay equal to the difference between his/her professional salary and the jury fee for each day he/she serves as a juror.

13.9 Any unit member ordered to report for jury duty shall notify the Superintendent of such fact within 48 hours of receipt of such information.

MILITARY

13.10 Military leave of absence shall be granted to any unit member who is inducted into any branch of the armed forces of the United States. Upon return from such leave, the unit member shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence; provided, however, that such increase shall not exceed that obtainable with a maximum of two years of service.

13.11 Upon return from such leave, a unit member will be assigned to the same position, if available, or, if not available, to a substantially equivalent position.

13.12 Unit members shall be granted the difference between their regular pay and their military pay for a period not to exceed thirty (30) days while on compulsory training or an emergency call.

PERSONAL

13.13 All unit members shall be entitled to a total of six (6) days personal leave annually with full pay. The following definitions and limitations shall govern such leave:

13.13.1 Personal leave shall not accumulate from year to year.

13.13.2 Each member of the group shall be entitled to six (6) days leave of absence with pay for the following matters of pressing personal concern: for legal matters (which after good faith effort cannot be scheduled or accommodated outside of the school day), birth of one's child, adoption or placement of a child, religious holidays, death of a person, including close friend, who is not part of the immediate family, illness in the immediate family, marriage in the immediate family, or graduation in the immediate family. A son, daughter, mother, father, sister, brother and any regular resident of employee's immediate household shall constitute the immediate family. Upon application to and approval of the Superintendent or his/her designee, one of these days may be used for a personal emergency that cannot be accommodated outside of the school day and/or the school year (e.g. child's PPT or parent-teacher conference, transporting child to/from college, taking parent to doctor's appointment).

13.13.3 The Association and the Board jointly accept the responsibility to encourage staff members to use leave of absence days with discretion.

13.14 All unit members shall be entitled to a total of three (3) days leaves of absence, annually with full pay for the death of a spouse, son, daughter, mother, father, mother-in-law, father-in-law, grandparents, grandparents of spouse, grandchild, sister, brother, sister-in-law, and brother-in-law or any regular resident of a unit member's immediate household. Such leave shall not accumulate from year to year.

13.15 Application for leave hereunder shall be made to the immediate supervisor at least forty-eight (48) hours before taking such leave (except in the case of emergencies) and such leave shall be granted automatically except in cases of hardship or disability to the school system as determined by the immediate supervisor.

13.16 Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the unit member is entitled.

13.17 Additional days beyond the limits provided in this Article may be granted by the Superintendent for extenuating circumstances.

13.18 For authorized absences without pay, the rate of deduction shall be based upon the per diem rate of the affected unit member for the time of the absence.

PROFESSIONAL

13.19 When it is evident that convention or conference attendance or the observation of an activity in another school system will contribute to the improvement of a unit member's effectiveness, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school system to the unit member without loss of pay.

13.20 The Board agrees to reimburse all unit members for all reasonable expenses incurred in attending a convention or conference, regardless of geographical location, or observing activities in another school system as an official representative of the Windsor School System designated by the Superintendent.

13.21 At the discretion of the Superintendent, such professional leaves may be granted without expenses, or without pay, or both.

SICK

13.22 Each Category I administrator in the group shall be entitled to a minimum sick leave with full pay of twenty (20) days each school year. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than two hundred twenty-two (222) days for unit members hired July 1, 2004 and thereafter (two hundred sixty (260) days for unit members hired before that time).

13.23 All other unit members in the group shall be entitled to a minimum sick leave with full pay of seventeen (17) days each school year. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than one hundred ninety-seven (197) days for Category III administrators hired after July 1, 2004 (two hundred twenty (220) days for Category III administrators hired before that time) and shall not be more than two hundred nine (209) days for Category II administrators hired after July 1, 2004 (two hundred forty (240) for Category II administrators hired before that time.)

ARTICLE 14

BENEFITS

14.1 Upon satisfactory completion of a course, unit members covered by this Agreement shall be reimbursed by the Board at the current resident tuition rate in effect at Central Connecticut State University. Payments for such coursework shall be made only under the following conditions:

14.1.1 The course must be a graduate level course or one to enhance professional growth.

14.1.2 The course cannot be used to meet the requirements for a Professional Educator Certificate.

14.1.3 The course shall have the prior written approval of the Superintendent or his designee.

14.1.4 Reimbursement shall be limited to a maximum of six semester hours for any one school year, and three semester hours in any one semester or term, except as otherwise approved by the Superintendent.

14.1.5 Reimbursement shall be made following the satisfactory completion of the course.

14.1.6 The coursework shall be related to the unit member's assignment or the needs of the school district.

14.1.7 No more than $8,000 per year shall be expended by the Board of Education for this tuition reimbursement plan.

INSURANCE

14.2 The group insurance program for the benefit of the administrators, herein referred to also as the "Covered Employees" or "Individuals," and their covered dependents collectively as "family(ies)" shall be as follows:

14.2.1 Administrators shall have the opportunity to make an annual selection of the High Deductible Health Plan (HDHP). The plan shall include all state mandated requirements for insured plans. The Board may also consider as an option offering other insurance coverage alternatives which could result in a lower insurance premium. Such options may include voluntary wellness/disease management programs and/or biometric testing. Changes during the year will be permitted only if a "Qualified Life Event," as enumerated in IRC Section 125 and defined below, occurs. Changes then requested must be on account of and consistent with the Life Event. Selection changes made annually or as a result of a Qualified Life Event, shall be permitted without the imposition of pre-existing condition limits, late entrant requirements, or medical evidence requirements.

14.2.2 "Qualified Life Events" are defined as follows:

a. The Covered Employee's marriage or divorce,

b. The death of the Covered Employee's spouse or dependent,

c. The birth or adoption of a child of the Covered Employee,

d. Termination of employment or commencement of employment of the Covered Employee's spouse,

e. The Covered Employee or his/her spouse switches from full-time to part-time or part-time to full-time employment,

f. The taking of an unpaid leave of absence by the Covered Employee or his/her spouse,

g. Separation from service,

h. A significant change in the cost of the plan which causes a corresponding increase in the Covered Employee's contribution during the plan year, or

i. A significant change in the health coverage of the Covered Employee or spouse due to the spouse's employment.

14.2.3 "COVERED CHARGES" - For the purposes of this Article, the term "Covered Charges" shall mean any charges, or portions thereof, for healthcare expenses deemed reimbursable under the policy of coverage provided Windsor Public Schools by Anthem Blue Cross and Blue Shield of Connecticut.

14.2.4 For those Administrators electing the High Deductible Health Plan (HDHP), the Board will pay eighty-one percent (81%) in 2017-2018, eighty percent (80%) in 2018-19, and seventy-nice percent (79%) in 2019-20 of the premium cost for the class of enrollment (i.e., individual, two person or family coverage) for the plan, and the Covered Employee is to pay no more than nineteen percent (19%) in 2017-2018, twenty percent (20%) in 2018-19, and twenty-one percent (21%) in 2019-2020 of the premium for the class of enrollment chosen.

14.2.5 For purposes of this Agreement, a Network Provider is defined to mean a physician, facility or other medical provider under contract with the carrier or affiliated with the carrier chosen to administer the health benefits plan. The carrier retains the final determination with respect to whether a provider is a Network Provider under the terms of this Agreement.

14.2.6 THE HIGH DEDUCTIBLE HEALTH PLAN/HEALTHCARE SAVINGS ACCOUNT - (HDHP/HSA)

For those Administrators electing the HDHP/HSA, the plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	$2000/4000	$2000/4000
Co-insurance	N/A	30% after deductible up to co-insurance maximum
Out of Pocket Maximum (Individual/Aggregate Family)	$4000/8000	$4000/8000
Prescription Drug Co-Pay (Post Deductible)	$5/$25/$40	$5/$25/$40

The Board will fund fifty percent (50%) of the applicable HSA deductible amount.

The Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

THE PRESCRIPTION DRUG PROGRAM

14.2.7 The HDHP shall contain a prescription drug copay post-deductible using a formulary as described: a prescription co-pay of five dollars ($5) for generic, twenty-five dollars ($25) for brand name and forty dollars ($40) for non-formulary drugs. Co-pay for mail-in (100 day supply) shall be twenty dollars ($20) for generic, fifty dollars ($50) for brand name and eighty dollars ($80) for non-formulary drugs. No maximum limits on an annual basis.

LONG TERM DISABILITY

14.2.8 Employees may participate in the existing Long Term Disability program with the cost shared equally by the Covered Employee and the Board (50%/50%).

LONG TERM CARE

14.2.9 The Board shall make available to eligible employees, on a fully contributory, employee-pay-all basis, a long term care insurance plan.

FLEXIBLE SPENDING ACCOUNTS

14.2.10 The Board shall make available to eligible employees a Health Care and Dependent Care flexible spending account .

14.2.11 The Board will administer the plan in compliance with Internal Revenue Code Section 125 and other relevant regulations.

LIFE INSURANCE PROGRAM

14.2.12 Term life insurance of two times the employee's annual basic salary shall be provided to the individual administrator paid by the Board in accordance with the Board's master contract with the insurance carrier.

14.2.13 The individual administrator may participate in an additional group term life insurance program in an amount equal to his/her annual salary rate with the administrator assuming the cost of the additional term life insurance. Administrators who exercised this right to additional group term life insurance as of July 1, 2016 shall share the cost of this additional term life insurance with the Board on an equal basis (50%/50%).

DENTAL INSURANCE

14.2.14 The Board shall provide administrators with an individual, two person or family dental plan. The plan will provide coverage for caps and crowns. The Board shall pay seventy-nine percent (79%) of the premium for individual, two person or family coverage, and the Covered Employee shall pay twenty-one (21%) of the applicable premium. This benefit shall be subject to a $2,500 per person annual maximum.

INFERTILITY SERVICES

14.2.15 The Board shall provide administrators, as part of their insurance coverage, coverage for infertility services equal to those defined and mandated by the State of Connecticut.

MISCELLANEOUS

14.2.16 The Board shall meet and confer with the Association prior to implementing any change in insurance carriers. If the Board elects to provide insurance coverage through alternative carriers, it will provide benefits substantially comparable to the current coverage. If the Association does not agree to a proposed change in carriers, it may file a grievance commencing at Level 3, which grievance shall be resolved prior to the implementation of such change.

PERSONAL INJURY

14.2.17 When a unit member is absent from his/her regular assignment in the event of a disability resulting in a claim under the Town's Workers' Compensation program, the Board shall pay the unit member the difference between the compensation payment and his/her regular salary to a maximum of ninety (90) days (no limit for personal assault) without reduction to sick leave.

14.2.18 In such case, the unit member shall be charged a ratable share of his/her unused sick time for each day or portion of a day, for which he/she is paid by the Board.

REOPENER

14.2.19 If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the Board reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll him/herself or his/her family members in a coverage option(s) that triggers an excise tax, one hundred percent (100%) of any such excise tax shall be borne solely by the employee.

ARTICLE 15

SALARIES

15.1 Salary payments shall be by direct deposit every two weeks on a Friday, during the member's work year.

15.2 The annual salary paid to each unit position is set forth in Appendices A-1, A-2 and A-3 attached and made a part of this Agreement. Initial step placement of new hires shall be determined by the Superintendent.

15.3 A unit member who is formally assigned by the Superintendent to work in a higher classification on a temporary basis (excluding coverage during vacations) shall receive the compensation of the higher classification after twenty (20) work days in such assignment.

ARTICLE 16

PAYROLL DEDUCTION

16.1 The Board agrees to make fixed monthly payroll deductions for all unit members for the Tobacco Valley Teachers Federal Credit Union, upon written request of the unit member requesting said deductions. Other fixed monthly payroll deductions for all unit members requested in writing shall be made upon the approval of the Superintendent of Schools, consistent with clerical and other operational factors.

16.2 The Board shall make a 457(b) plan available to all members of the bargaining unit by January 1, 2011, or sooner if reasonably possible.

ARTICLE 17

MISCELLANEOUS

MILEAGE REIMBURSEMENT

17.1 The Board shall reimburse each unit member at the Internal Revenue Code (IRC) authorized rate per mile for the authorized use of a private motor vehicle on official school business.

CENTRAL CALLING SYSTEM

17.2 Throughout the term of this Agreement, the Board shall provide a central calling system for contacting and assignment of substitute teachers.

ARTICLE 18

SAVINGS CLAUSE

18.1 If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

ARTICLE 19

DURATION

19.1 The provisions of the Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2020.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

WINDSOR BOARD OF EDUCATION

By _____
President

Date 11/1/16

WINDSOR SCHOOL ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

By _____
President

Date 11/1/2016

5154531v1

SCHEDULE A-1
SALARY SCHEDULE

July 1, 2017 June 30, 2018

ADMINISTRATORS	Category	STEP 1	STEP 2	STEP 3	STEP 4
High School Principal	I	$143,131	$146,777	$150,422	$154,241
Middle School Principal	I	$136,273	$139,804	$143,333	$147,085
Elementary School Principal	I	$130,491	$133,791	$137,087	$140,702
Director	I	$128,324	$131,635	$135,005	$138,461
High School Assistant Principal	I	$127,535	$130,834	$134,131	$137,745
Middle School Assistant Principal	I	$123,168	$126,355	$129,543	$133,088
Supervisor	I	$113,243	$116,168	$119,095	$122,486
High School Assistant Principal	II	$113,243	$116,168	$119,095	$122,486
Middle School Assistant Principal	II	$105,264	$107,905	$110,543	$113,766
Elementary School Assistant Principal	II	$102,374	$104,941	$107,510	$110,693
Department Chair	II	$94,075	$96,745	$100,090	$104,593

Administrators below Step 4 will advance one step on the salary schedule for the 2017-18 contract year.

SCHEDULE A-2
SALARY SCHEDULE

July 1, 2018 - June 30, 2019

ADMINISTRATORS	Category	STEP 1	STEP 2	STEP 3	STEP 4
High School Principal	I	$145,994	$149,713	$153,431	$157,326
Middle School Principal	I	$138,999	$142,600	$146,200	$150,027
Elementary School Principal	I	$133,101	$136,466	$139,829	$143,516
Director	I	$130,890	$134,268	$137,705	$141,230
High School Assistant Principal	I	$130,085	$133,451	$136,814	$140,500
Middle School Assistant Principal	I	$125,632	$128,882	$132,133	$135,749
Supervisor	I	$116,641	$119,653	$122,668	$126,160
High School Assistant Principal	II	$115,508	$118,492	$121,477	$124,935
Middle School Assistant Principal	II	$107,370	$110,063	$112,754	$116,042
Elementary School Assistant Principal	II	$104,421	$107,040	$109,661	$112,907
Department Chair	II	$95,957	$98,680	$102,092	$106,684

Administrators will not advance a step on the salary schedule for the 2018-19 contract year.

SCHEDULE A-2
SALARY SCHEDULE

July 1, 2019 - June 30, 2020

ADMINISTRATORS	Category	STEP 1	STEP 2	STEP 3	STEP 4
High School Principal	I	$148,549	$152,333	$156,116	$160,079
Middle School Principal	I	$141,431	$145,096	$148,758	$152,652
Elementary School Principal	I	$135,430	$138,855	$142,276	$146,028
Director	I	$133,181	$136,618	$140,115	$143,702
High School Assistant Principal	I	$132,362	$135,786	$139,208	$142,958
Middle School Assistant Principal	I	$127,830	$131,138	$134,446	$138,125
Supervisor	I	$119,848	$122,944	$126,041	$129,630
High School Assistant Principal	II	$117,529	$120,565	$123,603	$127,122
Middle School Assistant Principal	II	$109,248	$111,990	$114,728	$118,072
Elementary School Assistant Principal	II	$106,248	$108,913	$111,580	$114,883
Department Chair	II	$97,636	$100,407	$103,878	$108,551

Administrators below Step 4 will advance one step on the salary schedule for the 2019-20 contract year.

Agenda Item Summary

Date: November 7, 2016

To: Honorable Mayor and Members of the Town Council

Prepared By: Victoria Houle, Project Engineer

Reviewed By: Peter Souza, Town Manager

Subject: FY2017 Stormwater Management Improvement Projects

Background

The Stormwater Management Program is a multi-year program which has allowed the town to improve the condition of the town's storm sewer system, reduce the amount of pollutants that enter the stormwater system, and reduce the backlog of requests and complaints from residents regarding needed improvements to the storm sewer system. It is respectfully requested that the Council fund the design and construction of planned FY 2017 stormwater projects.

Discussion/Analysis

Stormwater management projects planned for FY 17 vary in scope and include items such as replacing old or damaged drainage structures, expanding the drainage network, repairing outfalls, dredging stormwater basins and ponds, and repairing and stabilizing sections of watercourses in town. Other initiatives to be taken with this funding include developing and implementing a program to reduce pollutants entering the storm sewer system, as well as developing and implementing other pollution prevention initiatives as required by the state Department of Energy and Environmental Protection's MS4 General Permit.

In FY 16, stormwater funds were used to complete two major projects: Decker's Brook Maintenance (Phase 2) and outfall repairs in the area of Lighthouse Hill Road.

Currently, staff has identified the following work for FY 17 totaling $305,000 including bond issuance costs:

- Decker's Brook Channel Maintenance $30,000
- Materials Purchases for DPW work $50,000
- Outfall Improvements $150,000
- Detention Basin Improvements $50,000
- Drainage Video Inspections $10,000
- State DEEP Compliance Activities $10,000
- Bond Issuance Costs $ 5,000

Financial Impact

The current unencumbered balance in the project fund is $19,522. The requested FY 17 appropriation is $305,000. Any unused fund balance at the end of FY 17 will be used on FY 18 stormwater projects. The average annual debt service on a $305,000 bond issue, based on a 12 year term at 2.25% interest rate is $29,000.

Other Board Action
None

Recommendations
If the Town Council is in agreement, the following motions are recommended for approval:

1) Waiving of the Reading

"RESOLVED, that the reading into the minutes of the text of the ordinance entitled "AN ORDINANCE APPROPRIATING $305,000 FOR COSTS IN CONNECTION WITH STORMWATER MANAGEMENT IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF $305,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION" is hereby waived, the full text of the ordinance having been distributed to each member of the council and copies made available to those persons attending this meeting; and the full text of the ordinance be recorded with the minutes of this meeting."

2) Introduce a Bond Ordinance

"MOVE to introduce a bond ordinance entitled "AN ORDINANCE APPROPRIATING $305,000 FOR COSTS IN CONNECTION WITH STORMWATER MANAGEMENT IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF $305,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION."

3) Set a Public Hearing

"RESOLVED, that a Public Hearing be set for November 21, 2016 at 7:20 p.m. (prevailing time) to approve or disapprove the foregoing ordinance entitled "AN ORDINANCE APPROPRIATING $305,000 FOR COSTS IN CONNECTION WITH STORMWATER MANAGEMENT IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF $305,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION."

And

"BE IT FURTHER RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Public Hearing."

Attachments
Bond Ordinance

AN ORDINANCE APPROPRIATING $305,000 FOR COSTS IN CONNECTION WITH STORMWATER MANAGEMENT IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF $305,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate THREE HUNDRED FIVE THOUSAND DOLLARS ($305,000) for costs in connection with the Stormwater Management Program, including engineering evaluations, the purchase of stormwater construction materials, minor and major repairs of the stormwater system such as outfall improvements at historic areas of concern, watershed analyses, maintenance and repairs to Decker's Brook, detention basin improvements, video inspection of drainage systems, activities required for compliance with the town's MS4 General Permit, and other related improvements. The appropriation may be spent for design, construction and installation costs, equipment, materials, engineering, inspection and consultant fees, land and easement acquisition, administrative costs, printing, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project and its financing. The Town Council is authorized to determine the scope and particulars of the project and may reduce or modify the project scope, and the entire appropriation may be expended on the project as so reduced or modified.

Section 2. That the Town issue bonds or notes in an amount not to exceed THREE HUNDRED FIVE THOUSAND DOLLARS ($305,000) to finance the appropriation for the project. The amount of bonds or notes authorized to be issued shall be reduced by the amount of grants received by the Town for the project and not separately appropriated to pay additional project costs. The bonds or notes shall be issued pursuant to Section 7-369 of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds or notes shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

Section 3. That the Town issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes or the receipt of grants for the project. The amount of the notes outstanding at any time shall not exceed THREE HUNDRED FIVE THOUSAND DOLLARS ($305,000). The notes shall be issued pursuant to Section 7-378 of the General Statutes of Connecticut, Revision of 1958, as amended. The notes shall be general obligations of the Town and shall be secured by the irrevocable pledge of the full faith and credit of the Town. The Town shall comply with the provisions of Section 7-378a of the General Statutes if the notes do not mature within the time permitted by said Section 7-378.

Section 4. That the Town Manager and either the Treasurer or the Director of Finance of the Town shall sign any bonds or notes by their manual or facsimile signatures. The Director of Finance shall keep a record of the bonds and notes. The law firm of Day Pitney LLP is designated as bond counsel to approve the legality of the bonds or notes. The Town Manager and either the Treasurer or the Director of Finance are authorized to determine the amounts, dates, interest rates, maturities, redemption provisions, form and other details of the bonds or notes; to designate one or more banks or trust companies to be the certifying bank, registrar, transfer agent and paying agent for the bonds or notes; to provide for the keeping of a record of the bonds or notes; to designate a financial advisor to the Town in connection with the sale of the bonds or notes; to sell the bonds or notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes.

Section 5. That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project. The Town Manager and either the Treasurer or the Director of Finance are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

Section 6. That the Town Manager and either the Treasurer or the Director of Finance are authorized to make representations and enter into written agreements for the benefit of holders of the bonds or note to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds or notes.

Section 7. That the Town Council, the Town Manager, the Treasurer, the Director of Finance, the Director of Public Works and other proper officers and officials of the Town are authorized to take all other action which is necessary or desirable to complete the project and to issue bonds or notes to finance the aforesaid appropriation.

APPROVED AS TO FORM:

_____
Bond Counsel

ATTEST:

_____
Town Clerk

Distributed to Town Council	11/7/16
Public Hearing Advertised	
Public Hearing	
Adopted	
Advertised	
Effective Date	

Agenda Item Summary

Date:	November 7, 2016
To:	Honorable Mayor and Members of the Town Council
Prepared By:	Robert A. Jarvis, Director of Public Works
Reviewed By:	Peter Souza, Town Manager Peter
Subject:	Funding for the Design of the Replacement and Improvements of the HVAC System and Equipment at Oliver Ellsworth Elementary School

Background

In December 2015, Town Council provided funding for a study which included the evaluation of the existing heating ventilation and air conditioning system and equipment at the Oliver Ellsworth Elementary School. Based on the results of this evaluation, the adopted Capital Improvements Program includes a funding allocation in FY 2017 for design and construction. At this time, Town Council is being requested to approve funding for the design phase of these improvements.

Discussion/Analysis

Oliver Ellsworth Elementary School was originally constructed over 45 years ago. All of the current heating equipment and supply/return piping system is original to the building. The school is heated by two boilers that are original to the building. Testing of the boilers has detected deterioration and leakage in both existing boilers. The system piping, which is used for both heating and air conditioning is also in need of replacement. Additionally, the unit ventilators and fan coil units located in classrooms and hallways are recommended for replacement with new more energy efficient units due to their age and condition.

The existing air conditioning equipment at the school was relocated from the high school during the high school renovation project. This air conditioning equipment is equipment at the end of its expected life cycle and has also been recommended for replacement.

Discussion/Analysis

The proposed design will include the design of new high-efficient, low-condensing heating boilers with variable speed distribution pumps; a new high-efficiency chiller with new cooling tower and variable speed fan; new efficient unit ventilators, unit heaters, fan coil units; and new system supply and return piping.

The existing original pneumatic controls will also be designed for replacement with an automated direct digital control (DDC) system, which would manage the systems more efficiently.

If authorized, design work and cost estimates would be completed this winter. Construction would occur in the summer of 2017 depending on the timing of project funding authorization.

Financial Impact

Town staff solicited Request for Proposals for the design work in September 2016. Four design firms submitted proposals ranging from $78,000 to $206,000, with a median proposal value of $122,000. The Public Building Commission interviewed two of the firms and selected the preferred designer based on demonstrated knowledge of the project scope and recent relevant experience. The selected firm submitted the second lowest cost proposal. Based on the Public Building Commission's recommendation, the Town Council is being requested to authorize funding in the amount of $99,000 from the Capital Projects Fund Balance for the design of improvements to the HVAC system and equipment at Oliver Ellsworth School.

Other Board Action

None

Recommendations

If the Town Council is in agreement, the following motion is recommended for approval:

"MOVE to approve an appropriation of $99,000 from the Capital Projects Fund Assigned Fund Balance for the Oliver Ellsworth School HVAC Improvements Project."

Certification

I hereby certify that $99,000 is available in the Capital Projects Fund Assigned Fund Balance to fund the above appropriation.

James Bourke

James Bourke
Finance Director

Agenda Item Summary

Date: November 7, 2016

To: Honorable Mayor and Members of the Town Council

Prepared By: Ryan Deneen, Senior Transportation Coordinator

Reviewed By: Peter Souza, Town Manager PETER

Subject: Authorize Funding for Senior Transportation Bus Replacement

Background

Historically, the Town of Windsor has applied for a Connecticut Department of Transportation (DOT) Capital Assistance Grant under the Federal Transit Administration's Section 5310 program. This grant has funded 80% of the cost of five new service buses for the Senior Transportation division since 2008 and has helped the town provide transportation services for its elderly and disabled residents. The town applied for a grant in May 2015 to replace a bus during FY 16, but we were not awarded the grant, therefore funding was included in the FY 17 budget as part of the Community Investment Initiative. At this time funding authorization is requested for the purchase of a replacement service bus.

Discussion/Analysis

The Senior Transportation division utilizes a fleet of six service buses to transport clients and residents to and from their homes to a wide variety of locations and programs such as: town facilities, medical appointments, shopping destinations, banks, hairdressers, and entertainment venues.

As a guideline, the town utilizes the Federal Transit Administration Section 5310 program's vehicle replacement criteria of 4 years or 100,000 miles. Currently the following three buses exceed the replacement criteria: 2009 Ford E-350 with more than 111,000 miles, a 2010 E-350 with more than 105,000 miles, and a 2011 E-350 with more than 98,000 miles. At this time the Town Council is requested to authorize an appropriation of $65,000, allocated as part of the FY 17 Community Investment Initiative, to replace the 2009 Ford E-350.

Financial Impact

Authorization of $65,000 from the FY 17 Community Investment Initiative is being requested to purchase a replacement transportation bus. Delivery of the vehicle is expected in, or before February 2017.

Other Board Action

None

Recommendations
If the Town Council is in agreement, the following motion is recommended for approval:

"MOVE to approve the purchase of a replacement bus to serve Windsor's elderly and/or disabled residents, and to approve the transfer of $65,000 from the Community Investment Initiative fund to fund a project entitled, 'Senior Transportation Bus Replacement.' "

Attachments
None

Certification

I hereby certify that $65,000 in funds is available in the FY 2017 General Services budget, Community Investment Initiative fund to fund the above project.

James Bourke

James Bourke
Finance Director

Agenda Item Summary

Date: November 7, 2016

To: Honorable Mayor and Members of the Town Council

Prepared By: Amelia Bliss, Director of Human Resources
Don Melanson, Chief of Police

Reviewed By: Peter Souza, Town Manager

Subject: Windsor Police Department Employee Association (WPDEA)

Background

The collective bargaining contract with the Windsor Police Department Employee Association (WPDEA) expired on June 30, 2016. Negotiations have centered on four main issues: active employee health insurance, eligibility for retiree health insurance, wages and patrol and detective scheduling. Management and WPDEA have come to an agreement for a contract that runs from July 1, 2016 through June 30, 2019. Members of the employee association have ratified the proposed agreement and the Town Council is now being requested to approve the contract.

Discussion/Analysis

Active Employee Health Insurance

The current employees' share of the health insurance premium contribution will increase from 19% to 19.5% upon ratification of the agreement, to 20% effective July 1, 2017, and 21% effective July 1, 2018.

The town and bargaining group have agreed to implement health insurance plan design changes that will increase the employee copay amounts for office visits and emergency room use. It will also incorporate language related to prior authorization for non-emergency high cost diagnostic testing, physical therapy, and certain specialty or non-formulary medications.

These changes are projected to result in a cost savings to the town of approximately $36,000 over the contract period.

The health insurance plan available for employees hired after ratification of the agreement will be the high deductible health care plan and the premium contribution will be 16% for the duration of the contract. Deductibles will be $2,000/year for individuals and $4,000/year for families, with the town contributing 50%.

Eligibility for Retiree Health Insurance

The current contract language requires employees to complete 25 years of service as a police officer in the Connecticut Municipal Retirement System (CMERS) in order to be eligible for retiree health insurance coverage. The proposed contract language allows for up to four years of any other non-

police CMERS service to count towards the 25 years of service in order to be eligible for retiree health insurance coverage. As proposed, this applies only to ten officers who currently have other CMERS service credit and will not apply to officers hired in the future. In addition officers hired in the future will be required to work 20 of the 25 years as a Windsor police officer.

Please note that under current contract language, eligible retirees are only able to enroll in retiree health insurance coverage if they have no other coverage available to them.

Scheduling and Operational Changes
The proposed contract includes a number of operational changes in an attempt to improve staffing efficiency, mitigate overtime, and increase schedule flexibility for officers. Some of these changes include:

- Built-in overlap of shifts to provide coverage during shift change over
- Changes to scheduling procedures to improve efficiency of administration
- Ability to include officers assigned to specialized units (traffic, bike patrol) towards staffing levels
- Adjustments in overtime rules that reduce less senior officers from being forced to work excessive overtime shifts
- Changes to the detective schedule that provides increased coverage levels

Wages and Salary Schedule
The average general wage increase over the three year contract for officers and the animal control officer is 2.00%. The agreed upon wage changes by year are:

- 2.25% increase effective and retroactive to July 1, 2016
- 1.75% increase effective July 1, 2017
- 2.00% average increase effective July 1, 2018

The detectives, sergeants, and lieutenants will receive salary increases equal to the dollar amount of a patrol officer at the top step of the pay plan. The wage increase amounts are $1,921 for FY 17, $1,527 for FY 18, and $1,777 for FY 19.

The pay range for patrol officers hired after ratification of the contract is frozen for the duration of the contract. New officers will receive an annual step increase but will not receive a general wage increase during the term of the contract.

Other
Other negotiated issues that have been agreed to by the union and management include:

- Increasing the probationary period from a minimum of six months and maximum of twelve months to a minimum of twelve months and maximum of eighteen months from the completion of field training; and
- adding language prohibiting new employees from using smoking and tobacco products, with the exception of occasional use such as celebrating the birth of a child or a wedding.

<u>Financial Impact</u>
The cost of the wage increases on a year over year bases are shown below.

Patrol Officers & Animal Control General Wage Increase			
	% Increase	Wages	Additional cost each year over the prior year
FY 16 ~ Base		2,864,484	
FY 17	2.25%	2,928,935	64,451
FY 18	1.75%	2,980,191	51,256
FY 19	2.00%	3,039,795	59,604
Avg. wage increase	2.00%		

Detectives, Sergeants and Lieutenants General Wage Increase			
		Wages	Additional cost each year over the prior year
FY 16 ~ Base		1,431,240	
FY 17		1,460,057	28,817
FY 18		1,482,962	22,905
FY 19		1,509,617	26,655

Changes to employee health insurance contributions and plan design are projected to result in an avoided cost to the town of approximately $36,000 over the contract period.

Other Board Action
None

Recommendations
If the Town Council is in agreement, the following motion is recommended for approval:

"MOVE to approve the collective bargaining agreement between the Town of Windsor and the Windsor Police Department Employee Association for the period of July 1, 2016 through June 30, 2019."

Attachments
WPDEA Collective Bargaining Agreement 7/1/16 to 6/30/19

TOWN OF WINDSOR

First in Connecticut. First for its citizens.

AGREEMENT BETWEEN THE TOWN OF WINDSOR AND WINDSOR POLICE DEPARTMENT EMPLOYEES ASSOCIATION

JULY 1, 2016~~2~~ – JUNE 30, 2019~~6~~

275 Broad Street, Windsor, Connecticut 06095-2994 FAX: 860-285-1909
www.townofwindsorct.com

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PREAMBLE

This Agreement made and entered into by and between the Town of Windsor, Connecticut, hereinafter referred to as the "Town," and the Windsor Police Department Employees Association, hereinafter referred to as the "Union."

WITNESSETH:

Whereas it is the intent of the parties hereto to promote a harmonious relationship in connection with the conditions of employment, deemed essential due to the nature of the duties of the members of said Union, and

Whereas the parties desire to set out certain areas of agreement as to said conditions in accordance with Section 7-467 through 7-477 of the Connecticut General Statutes, as amended, and the Town's Personnel Rules and Regulations;

Now, therefore, in consideration of these premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

ARTICLE I. MANAGEMENT RIGHTS

SECTION 1.1. Management Rights. 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 services 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 the 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, responsibility, and prerogatives are inherent in the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE II. RECOGNITION AND UNIT DESCRIPTION

SECTION 2.1. Recognition and Unit Description. The Town recognizes Windsor Police Department Employees Association as the sole and exclusive bargaining agent for the classifications of Police Officer, Detective, Evidence Technician, Sergeant, Shift Commander, and Animal Control Officer, including all positions below the rank of Division Commander.

SECTION 2.2. Non-Discrimination. The Union, its officers and the Town shall not engage in any action or behavior which discriminates on the basis of race, creed, color, sex, marital

status or national origin. For the purpose of effectuating non-discrimination on the basis of sex, the masculine and feminine gender shall be interchangeable in this Agreement.

ARTICLE III. UNION SECURITY

SECTION 3.1. Union Security. All present employees who are members of the Association upon the effective date of this Agreement, or who thereafter join, or resign full membership from the Association, must remain members of the Association to the extent of paying the periodic dues uniformly required of all members of the Association for the duration of this Agreement and until the signing of any successor agreement as a condition of continued employment. All employees in the bargaining unit who are not Association members on the effective date of this agreement shall pay to the Association, commencing thirty (30) days from the commencement of the effective date of this Agreement, periodic dues uniformly required of all members as a condition of continued employment during the duration of this Agreement and until the signing of any successor agreement. All employees hired after the effective date of this Agreement must, within thirty (30) days from the date of initial employment, become and remain dues-paying members of the Association, or pay to the Association such initiation fee and periodic dues as are uniformly required of all members as an agency fee as a condition of continued employment during the duration of this Agreement and until the signing of a successor agreement. The Town will supply the Association with the name and address of all new employees within fifteen (15) days of the date of hire.

SECTION 3.2. Check-Off. The Town will deduct from wages of each employee, who individually certifies in writing to the Town that they authorize such deductions, the uniform dues hereafter levied by the Union in accordance with its Constitution and By-Laws. Such authorization, forwarded to the Finance Director in a form approved by the Labor Commissioner shall be effective as soon as practicable, which will ordinarily be the pay date following the receipt of the authorization.

SECTION 3.3. Deduction Period. Deductions will be made weekly, and all sums deducted shall be remitted to the duly authorized Financial Officer of the Union no later than the end of the calendar month on which the deductions are made. The Town will submit to the Union a monthly record of those employees from whom deductions have been made together with the amount of such deductions. If for any reason a deduction was not made, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him/her to bring his/her deductions up to date. The sum, which represents such Union dues deductions, shall be certified to the Town as constituting such by the duly authorized Financial Officer earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town from the duly authorized Financial Officer of the Union.

SECTION 3.4. Indemnification. The union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

SECTION 3.5 Union Financial Officer. The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

ARTICLE IV. GRIEVANCE PROCEDURE

SECTION 4.1. Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practicable so as to insure efficiency and employee morale.

SECTION 4.2. Definition. A grievance for the purpose of this procedure, shall be considered to be a Union complaint concerned with:

a. Fair application and interpretation of departmental rules and regulations;

b. Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

SECTION 4.3. Procedure. The Union shall have available the following grievance procedure on behalf of any employee who feels aggrieved concerning wages, hours, or conditions of employment or on any matter under this contract excepting the wage scale itself set forth herein. Time limits specified below may be extended by mutual agreement if by the nature of the grievance such is required.

Step 1. Any grievance shall be submitted in writing to the Chief of Police within ten (10) working days of the occurrence which gives rise to the grievance. In the text of the grievance, the grieving party will document that he did discuss the issue at hand with his supervisor, or the supervisor giving rise to the grievance, prior to the written submission. The Chief of Police or his designee shall render a decision within ten (10) working days of receipt of the grievance.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, it shall be presented in writing to the Town Manager or his/her designee within ten (10) working days of receipt of the decision at Step 1. The Town Manager or his/her designee shall render a decision on the grievance within ten (10) working days of receipt of the grievance. Either party shall be granted a ten (10) working day extension provided written notification of such extension is received within the time frame of this Step.

Step 3. In the event the grievance is not resolved by Step 2, the Union may, within ten (10) working days of the Town Manager's decision, submit the grievance to mediation and arbitration by the State Board of Mediation and Arbitration in accordance with its usual rules and procedures, at the same time notifying the Town's Personnel Office of the submission. The Union's notice to the Town's Personnel Office shall include a copy of each document submitted to the SBMA and shall be served upon the Town at the same time and using the same means of submission as the Union

uses to make its submission to the SBMA. In determining the timeliness of a submission of a grievance to arbitration, the date upon which the SBMA receives the Union's submission shall be controlling.

SECTION 4.4. Arbitration Limits.

a. Only the Union shall be authorized to submit a grievance to arbitration.

b. Any arbitrator shall be limited to ruling on interpretations as to the application or meaning of the terms of this Agreement, and shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

c. When both parties agree, a single public member arbitrator will be used to arbitrate grievances under this article.

SECTION 4.5. Expedited Arbitration. The parties agree to the utilization of an expedited arbitration system for cases involving suspensions, demotions and all other disciplinary actions except terminations and for such other cases as may be agreed upon by the parties. Cases to be heard in expedited arbitration shall be conducted in accordance with the expedited arbitration procedures of the State Board of Mediation and Arbitration (SBMA Regulations Section 31-91-51), except that the parties shall have the right to file briefs supporting their positions within fourteen (14) days after the last testimony is taken upon the matter and the Arbitrator's award shall be issued within fourteen (14) days after his or her receipt of said brief(s).

SECTION 4.6. Just Cause. No employee shall be discharged, terminated, demoted suspended or disciplined in any other manner except for just cause.

ARTICLE V. DISCIPLINARY PROCEDURE

SECTION 5.1. Departmental Hearings. The following procedures will be used for internal departmental hearings involving discipline which may result in suspension, involuntary demotion, or dismissal. Departmental hearings may be called at the discretion of the Chief or at the request of the officer. In departmental hearings, the officer charged and the Union shall be provided a written statement of the complaint and/or charges prior to the hearing. The Chief of Police or his/her designee(s) shall sit as the hearing officer(s). There shall be a maximum of three (3) Hearing Officer (s) ~~Board shall be comprised of a maximum of three (3) sworn officers~~ from within or outside the Department designated by the Chief of Police. All hearing officers shall be sworn officers.

a. The ~~Board~~ Hearing Officer(s) shall receive the Department's report and may ask~~s all~~ questions of witnesses~~ and the officer(s) involved~~;

b. The effected officer(s) or his/her representative may call and cross-examine ~~all~~ witnesses;

c. The hearing will be in private unless otherwise requested by the employee;

d. The Board shall make its determination within ten (10) working days after the conclusion of the hearing. The Board shall be granted a ten (10) working day extension provided

written notification of such extension is received within the aforementioned ten (10) working day period;

e. Any appeals from the Board's decision will be made to Step 2 of the grievance procedure enumerated in Section 4.3 of this agreement;

f. Disciplinary action shall be effective with the decision of the Board. Should the officer appeal the decision of the Board to the Town Manager, disciplinary action shall be effective with the Town Manager's decision. Should the officer appeal the decision of the Town Manager to the State Board of Mediation and Arbitration, disciplinary action other than dismissal shall be effective with the decision of the State Board of Mediation and Arbitration;

g. The Board reserves the right to have a personal legal advisor whenever it deems necessary.

SECTION 5.2. Handling of Citizen Complaints.

a. Any formal complaint by a person against a Police Officer shall be duly sworn to and signed by the complainant. If the person refuses to sign the complaint, the complaint shall be received and the refusal to sign shall be noted.

b. The above does not preclude the Chief of Police from initiating a departmental investigation upon the receipt of any type of complaint if he/she determines it to be in the best interest of the Police Department and/or the Police Officer involved. The investigation of an unsigned complaint must be handled in an expeditious manner by the Chief of Police and be concluded within thirty (30) days of the filing of the complaint. The thirty (30) day time period may be extended for unusual circumstances (i.e. witness may be out of town or incapacitated in a hospital, etc.). When the investigation has been concluded, the Police Officer involved shall be notified of the outcome.

c. In the absence of any further corroboratory evidence after a Departmental investigation, an unsigned complaint on its own standing shall not be used as evidence in any formal departmental hearing against a Police Officer.

d. If a false complaint, signed or otherwise, is made against any Police Officer, the Chief of Police, the Union Executive Board and the Police Officer involved will meet to review the charges and discuss whether or not the matter should be presented to appropriate prosecutorial persons.

SECTION 5.3. Internal Investigative Procedures. Whenever a Police Officer is under investigation for any reason which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:

a. Any questioning of the Police Officer shall be conducted at a reasonable hour, normally when the Police Officer is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police.

b. If the Police Officer under questioning is under arrest or is likely to be placed under arrest, he or she shall be informed of all his or her rights prior to the beginning of questioning.

c. The Police Officer shall have the right to be represented by counsel of his/her choice at his/her own expense when the officer is being charged or likely to be charged with a criminal offense. If the employee so desires, a local Union representative may be present during any questioning which may lead to suspension, involuntary demotion, dismissal or arrest.

d. Any Police Officer suspended from his/her duties shall be entitled to a hearing which shall be held as expeditiously as possible, until such hearing is held and a decision is made, said suspension shall be with pay.

SECTION 5.4. Prior to any disciplinary hearing which follows receipt of a sworn or unsworn statement or complaint, a copy of the same shall be given the accused officer as well as a copy of the departmental investigative report concerning the incident or complaint.

SECTION 5.5. Arbitration Limitations. Any arbitrators shall be limited to ruling on interpretations as to the application or meaning of the terms of this Agreement, and shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

SECTION 5.6. Records. All records of verbal reprimands shall be removed from the personnel file after six (6) months. Records of written reprimands shall be removed from the personnel file after two (2) years. Records of suspension of ten (10) days or less shall be removed from the personnel file after three (3) years. Should an officer be subject to subsequent disciplinary action, any records removed may be used to show progressive discipline. If no discipline other than oral reprimands for a period of 5 years, prior discipline cannot be used to show progressive discipline. This shall not apply to discipline resulting in a served suspension of 5 days or more.

SECTION 5.7. Scheduling. Members under departmental charges shall, for good reason, have and enjoy the right of rescheduling their hearing date. Except by mutual agreement, a hearing may be rescheduled no more than twice.

ARTICLE VI. WAGES

SECTION 6.1. Effective and retroactive to July 1, 2016~~2~~, for Fiscal Year 15~~2~~-16~~3~~, each employee ~~covered by this Agreement~~ hired prior to ratification of this Agreement shall receive a 2.25~~1.00~~% salary increase. Retroactive payment shall be on the base salary and department overtime only, and shall not be paid on ~~overtime or~~ private duty jobs. In lieu of the 2.25% wage increase, detectives, sergeants, and lieutenants shall receive a salary increase equal to that of a patrol officer at the top step of the pay range. Retroactive overtime for these employees will be based on the new hourly rate of pay. Eligible employees not at the maximum step for their classifications shall receive one full step increment on their anniversary date of employment or promotion but shall not exceed the maximum for their classification.

SECTION 6.2. Effective ~~and retroactive to~~ July 1, 2017~~3~~ for Fiscal Year 17~~3~~-18~~4~~, each employee ~~covered by this Agreement~~ hired prior to ratification of this Agreement shall receive a 1.75% salary increase. ~~as shown on Appendix B. Retroactive salary payment shall be on the base salary and departmental overtime only and shall not be paid on private duty jobs.~~ In lieu of the 1.75% wage increase, detectives, sergeants, and lieutenants shall receive a salary increase equal to that of a patrol officer at the top step of the pay range. Eligible employees not at the maximum step for their classifications shall receive one full step increment on their anniversary date of employment or promotion but shall not exceed the maximum for their classification.

SECTION 6.3. Effective July 1, 2018~~4~~, for Fiscal Year 18~~4~~-19~~5~~ each employee ~~covered by this Agreement~~ hired prior to ratification of this Agreement shall receive a 2.00% salary increase. ~~as shown on Appendix B..~~ In lieu of the 2.00% wage increase, detectives, sergeants, and lieutenants shall receive a salary increase equal to that of a patrol officer at the top step of the pay range. Eligible employees not at the maximum step for their classifications shall receive one full step increment on their anniversary date of employment or promotion but shall not exceed the maximum for their classification.

SECTION 6.4. Employees hired after ratification of this Agreement shall receive salary increases as shown in Appendix B. ~~Effective July 1, 2015 for Fiscal Year15-16, each employee covered by this Agreement shall receive a salary increase as shown on Appendix B..~~ Eligible employees not at the maximum step for their classifications shall receive one full step increment on their anniversary date of employment or promotion but shall not exceed the maximum for their classification.

SECTION 6.5. Employees hired after ratification of this Agreement prior to reaching the maximum step for their classification shall receive one full step increment and the general wage increase, if applicable as indicated in this section, on the anniversary date of employment or promotion, but shall not exceed the maximum for their classification.

SECTION 6.6~~4~~. Probationary Increase. During the first year and after successful completion of the Town probationary period, a Police Officer shall be eligible for an increase of one full step, and after one year of service, the rate of such Police Officer shall be determined in accordance with the base rate of the prevailing salary schedule under this Agreement.

SECTION 6.7~~5~~. Wage and salary rates payable to the employees covered by this Agreement are fully set forth in Appendix B, which is hereby incorporated into, and made a part of, this Agreement. Said rates shall be on a weekly distribution.

ARTICLE VII. HOURS OF WORK

SECTION 7.1. Work Period/Work Week: The "Work Period" for employees of this bargaining unit (excluding the Animal Control Officer) shall be the bid duration of Two (2) months~~fifty-six (56) twenty-eight (28) days~~, as set forth in Section 7.5(a) of this Article. This Work Period shall also be applicable to all bargaining unit employees (excluding the Animal Control Officer) regardless of whether the employee bids his/her schedule according to Section 7.5(a) of this Article. It is the intent of the parties to this Agreement that this Work Period qualify under Section 7(k) of the Fair

Labor Standards Act, and be within the meaning of "work period" as set forth in 29 CFR 553.224. For said employees a "tour of duty" for the purpose of 29 CFR Section 553.220, shall consist of a single bid shift as set forth in Section 7.2 of this Article. The regular workweek for all officers shall consist of five (5) days per week of eight hours and five minutes (8:05) each day or four (4) days per week of ten hours and five minutes (10:05) each day, including thirty (30) minutes for mealtime. Patrol shift supervisors' work week shall include a fifteen (15) minute "early report" for each patrol shift supervised, scheduled in accordance with Section 7.2 and paid at time and one half. Only one "early report" shall be paid for a consecutive sixteen-hour period of work. "Early Reports" shall not be deemed in conflict with the requirements of Section 8.3(b). Except by mutual agreement, all officers shall have two (2) consecutive days off.

SECTION 7.2. Reporting.

a. Bid shift hours for Patrol Officers are as follows:

5 day work week Bids:

C Shift	2255 - 0700 hours
A Shift	0655 - 1500 hours
B Shift	1455 - 2300 hours

4 Day work week Bids:

C Shift	2155 - 0800 hours
A Shift	0555 - 1600 hours
B Shift	1555 - 0200 hours

b. Bid Shift hours for Ppatrol Ssupervisors (when supervising) are as follows:

C Shift	–2240-0700 hours
A Shift	–0640-1500 hours
B Shift	–1440-2300 hours

c. Detectives will bid their shift by seniority following the patrol bid schedule. Whenever the number of permanent detectives assigned to the detective division is four **or more**, two detectives will be assigned to the evening shift. Should the number of detectives assigned to the detective division go above four, a split shift option will open for bid in addition to the day and evening shifts.

Bid Shifts for Detectives are as follows:

Detective 1:	A Squad	06:55 to 15:00
Detective 2:	A Squad	06:55 to 15:00
Detective 3:	B Squad	14:25 to 22:30

Detective 4:	B Squad	14:25 to 22:30
Detective 5:	Split Squad	10:55 to 19:00

~~Hours for detectives working the day shift will be 0700 0755 to 1500 1600 hours Monday through Friday. Whenever the number of permanent detectives assigned to the detective division is four, one detective may be assigned to the evening shift on a 28-day cycle. Should the number of detectives assigned to the detective division go above four, more than one detective may be assigned to the evening shift, provided that a minimum of three detectives remain on the day shift. The hours for detectives working the evening shift will be 1455 to 2300 hours Monday through Friday. The method for determining the assignment of evening shift detectives will be a seniority bid in accordance with the procedure in Section 7.5.~~ The fact that the detective evening shift reporting time is 14:25 hours shall not impede the eligibility of evening shift detectives to swap shifts pursuant to the parties' agreement regarding same, to work overtime on the day shift or to take day shift private jobs. To this end, whenever a detective scheduled to work on the evening shift also works during day shift hours (either for the Department or on a private job), that detective's reporting time will be adjusted for that day to allow the detective to report at 1555 hours. Patrol officers assigned to the detective division under Section 20.21, or for other temporary duty, will not be considered in determining staffing levels as described above. Nothing in this section shall be considered to guarantee a minimum detective staffing.

~~When there is a detective working the evening shift, the detective supervisor may, at his discretion, work a fifteen (15) minute overlap from 1600 to 1615 hours, to be paid at time and one-half for all overlaps actually worked.~~

~~c.~~d. Other Support Services personnel will work from 0755 hours to 1600 hours Monday through Friday except where specifically agreed between the Town and Union. ~~The hours of work for the Motorcycle Officer will continue to be the same as stated in Department Regulation II-B1.8, dated October 1982.~~

SECTION 7.3. Mealtime. Thirty (30) minutes shall be allowed for mealtime, and when the officer is on his/her mealtime, the on-duty supervisor shall see that coverage shall be extended to that position. The thirty (30) minute meal time may be extended to forty-five (45) minutes provided the officer uses the mealtime break to engage in a physical fitness workout in the Department gym or aerobic exercise commencing and ending in the gym.

SECTION 7.4. Report Writing. Report writing is acknowledged to be part of an employee's regular duty and shall be performed during the regular eight (8) hour shift unless otherwise authorized.

SECTION 7.5. Scheduling.

a. The schedule will be bid on the basis of seniority for a duration of ~~twenty-eight (28) days~~ two (2) months for patrol assignments. . The Town agrees to make training available so that patrol officers may qualify for Communication Division overtime (dispatching duties).

b. Patrol Assignments will be filled utilizing the Bid Process outlined in Appendix A. ~~The specific assignment of a district above the three (3) minimum districts shall be at the sole discretion of the Chief of Police and/or Shift Commander.~~

~~Should it become necessary to close out a position other than the first three (3) positions in each of the three (3) shifts (See Appendix A.)~~

~~d.~~c During the bidding process, each officer, in accordance with seniority, shall have a maximum of 24 hours to indicate their selection. Any officer not making a selection within 24 hours will be passed over and will be assigned at the conclusion of the bidding. Any officer on authorized leave during the bidding process will be notified in order for them to have the opportunity to bid provided the officer has given the department notification of where the officer may be contacted.

~~The Chief of Police shall cause the schedule to be bid two (2) 28-day cycles in advance of the cycle being worked.~~

SECTION 7.6. Daylight Savings Time. Employees who work C shift on the date when the clocks are moved forward, will report for work one hour earlier than the normal schedule. Employees who work the C shift on the date when the clocks are turned back, will be paid one hour at time-and-a-half for the extra hour worked.

ARTICLE VIII. OVERTIME

SECTION 8.1. Time Worked. Police Officers, Detectives, Evidence Technician, Sergeants and Shift Commanders shall be compensated at the rate of time-and-one-half for all time actually worked over eight hours and five minutes in a tour of duty or forty hours and twenty-five minutes in a workweek. Animal Control Officer shall be compensated at time-and-one-half for all time actually worked over eight hours in a tour of duty or forty hours in a workweek. All leave except sick leave and compensatory time shall be counted as time worked in the computation of overtime.

SECTION 8.2. Replacement Schedule. Overtime shall be offered to officers according to the following procedure.

a. ~~1. All bidding uniformed personnel assigned to Patrol Division on the basis of departmental seniority (ie. seniority determined from the date of hire in the Department).~~All Police Overtime, including Private Jobs, shall be offered on the basis of department seniority (seniority determined from the date of hire in the Department) as follows:

~~a. First preference to Police Officers on scheduled days off.~~

~~b. Second preference to Police Officers getting off duty.~~

~~c. Third preference to Police Officers off duty.~~

1. First Preference to Police Officers on a scheduled day off
2. Second Preference to all remaining Police Officers not originally scheduled for that shift
3. Detectives

4. Sergeants
~~1.~~5. Lieutenants

~~2. All other departmental personnel, excluding Sergeants and Shift Commanders, on the basis of departmental seniority as follows:~~

~~a. First preference to persons on scheduled days off.~~
~~b. Second preference to persons getting off duty.~~
~~c. Third preference to persons off duty.~~

b. Supervisory ~~Personnel (Sergeants and Shift Commanders).~~Overtime will be based on rank seniority, not department seniority.

~~If a vacancy occurs for overtime for a Shift Commander, it shall be filled as follows:~~

1. ~~a.~~ First preference to ~~Shift Commanders~~Sergeants on a scheduled day ~~off~~off ~~according to rank seniority.~~
2. ~~b.~~ Second preference to ~~Shift Commanders~~Sergeants getting off duty.
3. ~~c.~~ To other ~~Shift Commanders~~Sergeants.
4. ~~d.~~ To ~~Sergeants in accordance with Paragraph 2 below~~any other available Supervisor.

~~2. If a vacancy occurs for a Sergeant for overtime, it shall be filled as follows:~~

~~a. To all bidding Sergeants on scheduled days off according to seniority.~~
~~b. To bidding Sergeants getting off duty by seniority.~~
~~c. To other bidding Sergeants by seniority.~~
~~d. To other Sergeants by seniority.~~

c.~~3.~~ In the event no supervisor desires to work overtime on a regular shift, it shall be assigned to the most junior Sergeant.

d.~~4.~~ Staff meetings shall be held for no more than four (4) hours each, and shall be counted as time worked in the computation of overtime. Such meetings shall be held at a mutually agreeable time.

e.~~c.~~ Detective ~~Bureau~~Division On Call / Overtime

1. ~~On all cases other than internal investigations, to Detectives eligible for overtime according to rank seniority.~~ Detective overtime will be assigned using the Detective Division On Call schedule as outlined in Appendix A

2. ~~The supervisor in charge of the Detective Bureau~~Any other Detective Division overtime will assigned according to rank seniority.

3. Detectives will have first preference for overtime duty on stake-outs and surveillance requiring a plainclothes officer.

f.~~d.~~ Communications Division Overtime.

Any vacancy requiring overtime in the Communication Division shall be filled as follows:

1.~~A~~ First - offered as overtime to dispatchers

2. Second - offered as overtime to desk qualified officers per preference in Section 8.2a above.

3. Third - offered to desk qualified officers who would be interested in a mutually agreeable reassignment (who are already scheduled to work the same shift as the vacancy) provided if reassignment causes hiring of off-duty officer(s) and there are no volunteers, skip to next subsection D.

4. Fourth – order in a dispatcher

~~E.~~5. Fifth – order in a desk officer – this would only happen in the most extreme circumstance when no dispatchers are available to order.

SECTION 8.3. General. It is agreed that the assignment of overtime shall be regulated by the following:

a. Overtime assignments shall be made in accordance with the above procedures on the basis of the recorded work schedule. The exchanges or "swaps" of tours of duty shall not be considered in the computation of overtime. The exchanges or "swaps" of tours of duty between two (2) officers shall be permitted subject to compliance with all federal laws and shall not under any circumstances result in any additional cost to the Town. The exchanges or "swaps" of tours of duty among more than two (2) officers shall be subject to a two (2) days advance notification and specific approval of the Police Chief or second-in-command; if neither is available, the request shall be submitted in writing two (2) days in advance to the scheduling Sergeant. The exchanges or "swaps" of tours of duty shall be further subject to compliance with all federal laws and shall not under any circumstances result in any additional cost to the Town.

b. No officer shall be eligible, except in a dire emergency, to work an overtime shift if it results in his/her working more than sixteen hours and five minutes (16:05) consecutively. No officer shall be ordered in to work an overtime shift if it results in the officer working more than sixteen hours and five minutes (16:05) in a twenty four (24) hour period or thirty two hours and ten minutes (32:10) in a forty eight (48) hour period. In addition to working their normal forty hour and twenty five minutes work week, no employee shall work more than ~~48~~ 40 actual hours of overtime (Department and/or Private Job) in a week, except in a dire emergency.

c. Management retains the right to assign an available superior officer normally to fill an unfilled shift of a subordinate officer (excluding Police Officer except in an emergency) when it is determined by management to be in the best interest of the Town.

d. Court duty and assigned off-duty in-service training shall be included as time worked in the computation of overtime. All mandatory off-duty in-service training shall be paid at time and one half the employee's regular rate of pay. In-service training includes all formal job-related training sessions, but it does not include basic training. Private duty jobs for which compensation is paid by someone other than the Town shall not be included in the

computation of overtime. Court Duty worked on an off-duty basis shall be compensated as "call back" time under Section 8.3(e).

e. An officer, including detectives, shall be deemed to have been called back when he/she is notified, after having completed his/her regular assigned shift and left his/her work station, to return to work. Officers called back to work shall receive a minimum of four (4) hours compensation at the straight time rate or one-and-one-half (1 1/2) times his/her regular rate for all hours actually worked, whichever is the greater. Officers called back for failure to turn in keys, equipment or evidence; for failure to complete log; for failure to complete reports; for failure to report the loss or damage of equipment; and for other reasons mutually agreed to between management and the Union's Executive Board shall not be paid.

f. Whenever a Detective is called to come in to work from off-duty, he or she shall be paid ~~as an order in~~ in accordance with ~~Section 8.3(e).~~Appendix A.

g. ~~The least senior officer(s) in a classification, may, at the discretion of the Town, be required to work overtime should the Town be unable to fill its overtime schedule subject to the limitation set forth in paragraph 8.3(b), above. When a least senior officer is ordered in to work overtime, he/she shall receive overtime at the rate of time and one-half.~~A Forced Overtime List shall be established listing all officers from least to most senior. This list will reset every two weeks. If the town is unable to fill its overtime requirements utilizing section 8.2 above, overtime will be filled as follows:

1. The least senior officer on the list that is regularly scheduled to work either the shift before or the shift after the vacancy.

    a. Officers with prior department commitments (Private Duty, planned leave, etc) will be considered not eligible to work.

2. An officer will not be forced to work twice within the two week period (when the list resets) if other officers who have not been forced are available to work.

3. If an officer is scheduled to be forced, a more senior officer may take a "Voluntary Force" in that officer's place. This "Voluntary Force" will be marked on the forced overtime list and will count as a force for this officer.

4. If, due to overworked rules, the department is unable to force an officer from the shift before or the shift after to fill a vacancy, the Department will force the least senior officer from the list that is on a regular day off.

h. The Union agrees that no provision of this Agreement shall be construed so as to allow the doubling or pyramiding of overtime.

i. Compensatory time will be allowed as long as it complies with the Fair Labor Standards Act (FLSA) and applicable State law. Compensatory time will be earned at the applicable overtime rate and taken under the same provisions for taking vacation leave (Section

16.2.d). Compensatory time may accrue to a maximum of one hundred twenty (120) hours. No more than one hundred fifty (150) hours may be earned and used in each fiscal year. Effective July 1, 2014, the maximum earned and used in the fiscal year shall be one hundred (100) hours. Effective July 1, 2015 and for each fiscal year thereafter, the maximum earned and used in each fiscal year shall be eighty (80) hours.

j. All bargaining unit members hired before July 1, 2013 shall be credited with the following leave time each year:

At the beginning of the 5th year 16 hours

At the beginning of the 10th year 24 hours

At the beginning of the 15th year 32 hours

At the beginning of the 20th year 40 hours

The foregoing leave time will be credited to the employees Police Leave Time account on each July 1st prior to the employees hiring anniversary date. If upon the crediting of the above amounts, those amounts plus the officer's compensatory time exceeds the compensatory time limit set forth above, the officer shall have 90 days to bring the number of compensatory hours below the limit, or shall be paid a sufficient number of hours of the leave time (at straight time pay) to bring the officer below the limit

Notwithstanding the foregoing, all employees hired on or before June 30, 2013, shall receive the amount of leave time they were credited during the 2012-13 year each year until the employee has reached his/her twentieth (20th) year, when he/she will be credited with forty (40) hours of leave time.

Employees hired on or after July 1, 2013 shall not be eligible for this benefit.

k. In order for one employee to bump another employee from an overtime assignment, there must be at least ~~eight~~ twelve (~~8~~12) hours' notice before the start of the job.

ARTICLE IX. STANDBY

SECTION 9.1. Definition - Rate of Pay.

a. When an employee is subject to call for emergency service but is simply required to keep the employer informed as to the location at which he/she may be contacted and his/her normal freedom of movement or normal activities are not restricted, working time shall begin when the employee is notified of his/her assignment and shall end when the employee has completed his/her assignment.

b. All time during which an employee is required to be on call for emergency service at a location designated by the employer shall be considered to be working time and shall be paid for as such, whether or not the employee is actually called upon to work.

ARTICLE X. LONGEVITY

SECTION 10.1. Eligibility. For employees hired on or before June 30, 2013longevity pay shall be earned on the employee's full-time anniversary hiring date. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment in any position.

SECTION 10.2. Longevity pay for the term of this Agreement shall be paid as follows:

Continuous Years of Full-time Service	Total Annual Longevity Pay
6 years but less than 10 years	$325
10 years but less than 15 years	$375
15 years but less than 20 years	$450
20 years or more	$550

Employees hired on or after July 1, 2013 shall not be eligible for this benefit.

ARTICLE XI. UNIFORMS AND EQUIPMENT

SECTION 11.1 Replacement and Cleaning. The Town shall, at its cost, furnish all regular full-time police employees who are required to work in uniform with the required uniform, clipboards, flashlights and batteries. The Town agrees to replace items of the uniform issue from time to time, as found necessary upon inspection, or when called to the attention of the supervisor by the employee, such replacement to be at the Town's expense unless the need for replacement is the result of negligence or wrongdoing by the employee. If the Town does not furnish such replacement within a reasonable time after the need has been determined, the employee shall be authorized to obtain such replacement by means of a purchase order to be issued by the Town. The Town shall pay for the dry cleaning of issued clothing, except shirts, for all uniformed personnel provided such service is performed by a Town-approved cleaner.

SECTION 11.2. Detective Allowance. Each Detective shall receive, in lieu of a Detective uniform, a uniform allowance of $625.00; except that the supervisor assigned to the Detective Division shall receive an advance prorated for the period of assignment.

Detective Dress Code

All investigative personnel shall wear neat appearing clothing to include dress shirt, slacks and sport coat or suit (sport coat becomes optional during the months of June, July and August, but any weapons must be concealed when out in public).

SECTION 11.3. Personal Item Replacement. Personal clothing, watches, eyeglasses, and other approved personal items determined to be damaged or destroyed in the line of duty shall be repaired or replaced at market value by the Town.

SECTION 11.4. Uniforms. Seasonal uniform options are set forth in a General Order 10.04 (effective date 02/2013). In the event that the Town wishes to change said uniform requirements, the parties shall negotiate such changes to the extent required by law.

ARTICLE XII. PRIVATE JOBS

SECTION 12.1. Definition and Rate of Pay. It is recognized that there are Town jobs and private jobs. Town jobs are all jobs for which the Town is not reimbursed or the reimbursement is from public funds or budget appropriation. Private jobs are all jobs for which the Town is reimbursed by a firm or individual. Regular police officers shall have first preference on all Town jobs requesting police personnel, excluding ~~jobs where the sole purpose is direction of vehicular and/or pedestrian traffic including but not limited to~~ church traffic, Shad Derby, and Halloween, where first preference shall go to supernumeraries and traffic safety specialists. ~~School Resource Officers shall have the first option to work the first opening available for any school event. Any such offer shall first be made to the officer(s) assigned to the school having the activity.~~

~~The second and subsequent openings for the same school event shall be open to all eligible bargaining unit members in accordance with standard private job distribution protocol.~~ No member of the Department shall negotiate or work a private job as a Police Officer for the Town unless such job is contracted for through the Town. Regular Police Officers shall have first preference on the assignment to all private jobs according to Section 8.2.

~~On private jobs, requiring three (3) or more regular Police Officers, a supervisor will also be required. Such supervisor will be paid the regular private job rate and will, in all cases, be subordinate to the Shift Supervisor.~~ If a Police Officer ~~is not available in the above procedure, the job may be assigned to a Detective according to seniority. If a Detective~~ is not available the job may be assigned to a Supernumerary Officer. Detectives will have first preference for duty requiring a plainclothes officer. Regular officers assigned to a private job shall be paid as follows:

Length of Duty	Rate of Pay
4 hours or under	4 x highest Police Officer hourly salary x 1 1/2
4 hours to 8 hours	8 x highest Police Officer hourly salary x 1 1/2
8 hours to 12 hours	12 x highest Police Officer hourly salary x 1 1/2
12 hours or over	highest Police Officer hourly salary x 1 1/2 x number of hours worked

SECTION 12.2. Cancellation Notice. A mutually agreeable list will be prepared for clarification of Town jobs versus private jobs. In the event a private job is cancelled with less than ~~eight~~ four (~~8~~4)

hours notification to the department by the contractor, the officer scheduled for such job shall receive a minimum of four (4) hours pay at the prescribed rate for the job.

SECTION 12.3. Bumping. In order for one employee to bump another employee from a private job, there must be at least twelve ~~eight~~ (~~8~~ 12) hours' notice before the start of the job.

ARTICLE XIII. PROBATIONARY PERIOD

SECTION 13.1. Probationary Period. New employees of the Police Department shall serve a probationary period of not less than twelve (12) ~~six (6) months~~ and no more than eighteen (18) ~~twelve (12) months~~ following completion of the officer's field training and shall have no seniority rights during this period. Probationary employees have no recourse to any provision of this Agreement in cases of disciplinary action or removal. Effective upon the Town notifying the Union that it has received approval from the State Retirement Board (MERF-B) to commence credited service as of the date of hire (for new hires), the probationary period for any officer employed after such date shall commence upon either the completion of the police academy or the date of hire for certified police officers who have completed academy training.

ARTICLE XIV. HOLIDAYS

SECTION 14.1. Official Holidays. Each full-time member of the bargaining unit may take twelve (12) of the following days as holidays:

New Year's Day	Labor Day
Martin L. King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Easter Sunday or Yom Kippur	Day before Christmas
Memorial Day	Christmas Day
Fourth of July	

Within thirty (30) days of the execution of this agreement and thereafter on or before July 1st of each year, each Bargaining Unit member shall notify the department of his or her intention to choose holidays under Plan A or Plan B. Plan A is the holiday work for pay plan for existing practice under the Collective Bargaining Agreement which expired June 30, 1999. Under Plan B, employees may bank all twelve (12) holidays (pro-rated for the

year commencing July 1, 2000.) and use them in accordance with the requirements for taking vacation time. Under Plan B, employees will not receive any pay or compensation under any circumstances when working on a holiday other than the banking of the holiday as a vacation day. If an employee who has elected Plan B separates from employment from the Town for any reason, he or she will owe or be paid for unused/used banked holidays on a prorated basis in comparison to employees on Plan A on the holiday calendar. The proration between Plans A & B shall be at eight (8) hours straight time under both plans.

SECTION 14.2. Rate of Pay.

a. On nine (9) of the above listed official holidays, and unscheduled holidays, ie, days of mourning, dedication or other days given off to all other Town employees in addition to official holidays, the following shall apply: An officer who is scheduled and works on a holiday shall receive compensation at the rate of time-and-one-half his/her regular rate. An officer whose scheduled day off falls on the holiday shall receive another day off, or at the officer's option, an extra day's pay at straight time in lieu of the holiday. Officers working on a seven day rotating shift shall observe the actual day of the holiday.

b. The three (3) remaining holidays chosen by the officer may be taken as vacation days on or after the actual date of the holiday and in accordance with Section 16.2 and applicable department policies. Holiday time cannot be carried over into the next fiscal year and any unused holiday time will be paid to the employee at straight time.

c. Employees who are scheduled off on any of the nine (9) holidays chosen by the employee and are called in to work on an official holiday shall be paid double time plus their regular pay at straight time.

SECTION 14.3. Pyramiding Limitation. The Union agrees that, as concerns the overtime provisions specified in this Agreement, no provisions shall be construed so as to allow the doubling or pyramiding of overtime.

SECTION 14.4. Other Leave Conflict. When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to the employee and the department head.

SECTION 14.5. Supervisors. When two supervisors are scheduled to work on a holiday, the Chief of Police may require one supervisor to take the holiday off. If this occurs, the supervisor with the least departmental seniority shall be the one required to take the holiday off.

ARTICLE XV. LEAVE

SECTION 15.1. Sick Leave. Each regular full-time and regular part-time employee whose normal work week is twenty (20) hours or more shall be eligible for sick leave with pay during and after his/her probationary period according to the following:

Years of Continuous Service	Work Days at Full Pay Per Year
0 to Termination	10

a. Sick leave shall not accrue from year to year except to the extent of fifty (50%) percent of unused sick leave to a maximum of five (5) days carried into the next Fiscal year. Therefore, there shall be a maximum of fifteen days of sick leave available in any fiscal year. Sick leave eligibility will be computed on a fiscal year basis and will be renewed annually on July 1.

b. Sick leave may be allowed by the department head for the following purposes:

   1. Personal illness, physical incapacity or non-compensable bodily injury and disease.

   2. Enforced quarantine in accordance with public health regulations.

   3. To meet medical and dental appointments in excess of two hours duration when an employee has made reasonable efforts to secure appointments outside his/her normal working hours provided the supervisor is notified at least one day in advance of the day on which the absence occurs.

   4. Illness or physical incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of three (3) days per year.

c. The Town may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.

d. On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than two hours after the beginning of his/her scheduled work assignment, except that where a relief employee is required, such report must be made at least one hour prior to the beginning of his/her scheduled work assignment. Nothing in this Section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this Section due to extenuating circumstances.

e. Sick leave will be recorded on the basis of whole days, half days, and quarter days. However, the quarter day method of recording would be used if and only if employees report to work at their scheduled time for their scheduled shift and then subsequently, during their shift, leave duty for reasons of illness. When such quarter day absences occur, Section 20.13 (Minimum Staffing) of this contractual agreement will not be in effect.

SECTION 15.2. Supplemental Sick Leave Benefits. Sick leave benefits shall be supplemented by the Town Supplemental Sick Leave Benefit and shall be paid in accordance with the following schedule.. Each regular full-time employee and regular part-time employee whose normal work

week is twenty (20) hours of more shall be eligible for Supplemental Sick Leave benefits payable by the Town in accordance with the following schedule:

Years of Continuous Service	Work Days at 90% of Reg. Pay	Work Days at 2/3 of Reg. Pay
6 months up to but not including 2 years	0	255
2 years up to but not including 5 years	5	245
5 years up to but not including 10 years	20	230
10 years up to but not including 15 years	50	200
15 years and over	120	130

a. Supplemental Sick leave benefit payments begin the fourth ~~first~~ day of absence due to an "off-the-job" accident and on the sixth day due to illness. An employee is eligible to receive payments under the supplemental sick leave benefit provided he/she has completed six months employment with the Town and is in work status at the completion of his/her six months employment. While it is not necessary to be confined in a hospital, the employee must be under a doctor's care in order to be eligible.

b. The length of Supplemental Sick Leave Benefit payments is limited to 52 weeks.

c. The eligibility and benefits under this Section 15.2 shall be the same as those in effect on July 1, 2013..

SECTION 15.3. Injury Leave. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties. Employees of the Town are covered by worker's compensation insurance. The Town, in case of injury leave, shall supplement the payments of the insurance company so that the employee will receive full pay during his/her absence, for a period not to exceed nine (9) months. In the case of injuries causing temporary disability and for absences of three (3) days or less, the Town shall pay the employee's regular salary for such period since payments are not made under worker's compensation insurance for such accidents.

a. All payments on injury leave shall be made subject to the same rules and regulations as worker's compensation insurance. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

SECTION 15.4. Bereavement Leave. Each regular employee who works twenty (20) or more hours per week shall be granted bereavement leave up to three (3) days by the Town Manager when death occurs in the employee's or spouse's immediate family. For purposes of this rule, "immediate family" shall include: father, mother, sister, brother, wife, husband, children, grandparents, grandchildren, aunts, or uncles by blood, marriage or adoption, or anyone who is domiciled in the employee's household.

SECTION 15.5. Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary

which will, together with the jury pay, equal his/her total salary for the same pay period. The employee shall notify his/her department head of the scheduled jury duty in advance.

SECTION 15.6. Personal Leave. Each bargaining unit member shall receive two (2) personal leave days for each fiscal year. Personal leave shall not accrue from year to year.

In addition, employees may earn additional personal leave days by maintaining an exemplary attendance record throughout the fiscal year. If an employee uses either no or very little sick leave, disability leave, or injury leave during the fiscal year, he will earn additional personal leave days according to the following schedule:

Days Absent	Additional Personal Days Earned
0	3
1 or 2	2
3 or 4	1

These additional personal leave days must be taken during the fiscal year immediately following the year in which they are earned, and they may not be carried over into any subsequent year.

Whenever there shall be a conflict in requested personal leave days, preference shall be given to employees according to seniority. Notification for personal leave shall be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the Office of the Chief; however, on week-ends, notification may be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the on-duty Supervisor. Extenuating emergency situations shall be considered for requests made less than the aforementioned time frame.

SECTION 15.7. Employee Birthday.

a. Employees hired before July 1, 2013 shall be granted their birthday off with pay, or may choose to receive eight (8) hours of compensatory time in lieu of taking the day off. Employees whose birthday falls on their regularly scheduled day-off will receive eight (8) hours of compensatory time in lieu of their birthday off. Employees will notify their supervisor of their intention to take a birthday off or earn compensatory time under this section in the same time frames as for taking vacation leave.
b. Employees hired on or after July 1 , 2013 shall not be eligible for this benefit.

ARTICLE XVI. VACATION

SECTION 16.1. Eligibility Schedule. Regular, full-time employees employed before July 1, 2013 covered by this Agreement and who have completed six (6) months of service shall earn vacation at the following rates:

Length of Continuous Service	Earned Vacation Leave
1 month up to but not including the 5th year	.83 days per month
5th year up to but not including the 10th year	1.25 days per month

Beginning the 10th year of service and beyond	1.66 days per month

Regular, full time employees hired on or after July 1, 2013 and covered by this Agreement and who have completed six (6) months of service shall earn vacation at the following rates:

Length of Continuous Service	Earned Vacation Leave
1 month up to but not including the 8th year	.83 days per month
8th year up to but not including the 15th year	1.25 days per month
Beginning the 15th year of service and beyond	1.66 days per month

SECTION 16.2. Guidelines and Limitations.

a. A regular employee may carry over a maximum of one-half (1/2) his/her earned vacation days from one year to the next and to accumulate vacation leave up to the following maximum limits:

Up to but not including 5 years of service	15 days
5 years up to but not including 10 years	22.5 days
Over 10 years of service	30 days

b. Vacation leave shall be determined by the length of continuous service.

c. An employee may take earned vacation leave during the year with proper authorization except that no employee may take vacation leave of less than one-half (1/2) his normal workday. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation except in the most unusual cases and with the approval of the Town Manager.

d. Whenever there shall be a conflict in requested vacation dates, preference shall be given to employees according to seniority. Notification for vacation leave of less than two (2) days shall be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the Office of the Chief; however, on weekends, notification may be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the on-duty Supervisor. Extenuating emergency situations shall be considered for requests made less than the aforementioned time frame.

e. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with his/her department head.

ARTICLE XVII. INSURANCE

Effective the first day of the month following ratification of this Agreement, the following insurance benefits shall apply:

SECTION 17.1. Hospitalization and Medical Plans. Hospitalization and Medical Plan. Employees in the bargaining unit are eligible to subscribe to the Town's hospitalization and medical insurance plan upon appointment. Enrollment in the Town's hospital and medical insurance plan shall be open to all bargaining unit employees and their dependents. The medical and hospitalization plan for bargaining unit members hired prior to ratification of this agreement shall be, at the election of the employee during the annual open enrollment, coverage under one of the following plans, or substitutes therefore with equivalent coverage:

a. Century Preferred (PPO), as set forth in Appendix ~~H~~D-1.;

b. BlueCare Plus I (HMO), as set forth in Appendix D-1.

Effective January 1, 2017, or as soon as possible after the ratification of this Agreement, the above plans shall reflect the plan design and ~~the following~~ copays as set forth in Appendix ~~H~~D-1.

c. Anthem Lumenos High Deductible Health Care Plan (High Deductible Plan), per Appendix ~~H~~D-2~~3~~.

d. The medical and hospitalization plan for bargaining unit members hired after ratification of this agreement shall be the Lumenos High Deductible Health Care Plan,as set forth in Appendix D-2, or substitutes therefore with equivalent coverage.

SECTION 17.2. Premium Share. Effective upon ratification of this Agreement, ~~and retroactive to July 1, 2013,~~ the Town shall pay 80.5~~83~~% of the full premium cost for the coverage selected by the employee, including dental coverage under Section 17.3 below, for each subscribing employee and his/her eligible dependents and the employee shall pay 19.5~~17.0~~% of the full premium cost.

Effective July 1, 2017~~4~~, the Town shall pay 80~~2~~%% of the full premium cost for the coverage selected by the employee, including dental coverage under Section 17,3 below, for each subscribing employee and his/her eligible dependents and the employee shall pay 20~~18~~% of the full premium cost.

Effective July 1, 2018~~5~~, the Town shall pay 79~~81~~% of the full premium cost for the coverage selected by the employee, including dental coverage under Section 17.3 below, for each subscribing employee and his/her eligible dependents and the employee shall pay 21~~9~~% of the full premium cost.

Notwithstanding the foregoing, for employees selecting, or required to select, the Lumenos High Deductible Health Care Plan, the Town shall pay 84~~5~~% percent of the

full premium cost for the coverage, excluding dental coverage under Section 17.3 (which shall be allocated in accordance with the above provisions), for each subscribing employee and his/her eligible dependents and the employee shall pay 16~~5~~% of the full premium cost.

Notwithstanding the foregoing, effective July 1, 2018~~5~~, for employees selecting, or required to select, the Lumenos High Deductible Health Care Plan, the Town shall pay 83~~4~~% percent of the full premium cost for the coverage, excluding dental coverage under Section 17.3 (which shall be allocated in accordance with the above provisions), for each subscribing employee and his/her eligible dependents and the employee shall pay 17~~6~~% of the full premium cost.

SECTION 17.3. Section 125 Flexible Spending Plan. The Town shall make available a Section 125 Plan, as allowable under the Internal Revenue Code, for employees who wish to participate in it.

SECTION 17.4~~2~~. Retiree Insurance and Premium Share. A retired employee may elect to continue the Town's hospital, medical prescription and dental insurance plan following retirement of the subscribing employee and his or her spouse at the time of retirement (per Appendix C) (other than dental, as set forth below), with the retired employee paying a premium share as set forth below. The hospital and medical insurance plan shall be the plan selected by the retiree from the plan(s) available to current employees at any given time, as it may change from time to time, provided said plan(s) include all those plan(s) available to any current employee. The retiree may also chose from any other group plan(s) available or offered to any other groups of employees employed by the Town, (regardless of and without necessarily meeting any special requirements such as receipt of benefits from Medicare, military or VA), as they may change from time to time. If a retiree selects a plan not offered members of this bargaining unit, the retiree shall pay the same premium share as the employees enrolled in said plan without the limitation set forth below.

For health insurance (other than dental) the Town and retiree premium sharing shall be that which is in effect for current employees at any given time, as it may change from time to time with the retiree's share capped at twenty five (25%) percent of the premium.. For dental coverage the Town shall pay the foregoing premium share for the retiree, and the retired employee may elect to continue coverage for his/her spouse and dependents, and the retired employee shall pay the full premium for such coverage.

No such contribution shall be made if other Hospitalization and Medical insurance coverage is available or becomes available to the retiree through another employer of the retiree. . If the retired employee's spouse has comparable Hospitalization and Medical coverage available to him/her through his/her employer or the retiree's employer, the retiree and his/her spouse shall not be eligible for coverage under the Town's insurance coverage. To be eligible for benefits hereunder, each retiree shall declare annually in writing under penalties of perjury that he/she does not have coverage available by completing the form required and to be delivered annually by the town, together with a return envelope, to the retiree with the notice of annual open enrollment If no such written declaration is received, the Town shall be permitted to drop the coverage of retiree and spouse after due notice of such elimination of coverage is sent to the

retiree and spouse's last known address by certified mail, return receipt requested. When coverage is no longer available to the retiree or his/her spouse, the retiree and spouse may re-enroll in coverage provided by the town as indicated in Section 17.2 above..

When the retiree and/or spouse become Medicare eligible, Medicare will become the primary insurance and the retiree and spouse will be eligible to enroll in the Medicare supplement plan/s offered to retirees at that time if no other coverage is available in accordance with the above provisions.

If a retiree and spouse/dependent opt-out of retiree medical or dental insurance (or do not continue said coverage upon initial retirement) the retiree (spouse/dependent) may "opt in" during the open enrollment period or upon a "qualifying event" as provided in the insurance contract(s) in effect with no change in coverage or contribution other than as set forth above.

The Town will provide the following Medicare Supplements: (1) High Option 83 (Base Supplement Plan); and (2) Plan F with BlueScript for the retiree and spouse as each shall become eligible for Part A coverage without additional charge.

The retiree premium sharing shall be that which is in effect for current employees at any given time, as it may change from time to time capped at twenty five (25%) percent of the premium. for the above provided coverage(s) selected by the retiree.

If the above High Option 83 and/or Plan F with BlueScript is/are no longer available, the Town will obtain substantially equivalent plan(s) if available, or substantially similar plan(s) if no such substantially equivalent plan(s) is available, which shall become the Town provided plan(s) for purposes of determining premium sharing. In determining if a plan is substantially equivalent or substantially similar, plan design (including internal copayments, etc.) taken in conjunction with Medicare coverage, provider network and cost shall be considered.

Notwithstanding the foregoing, for all employees hired on or after July 1, 2013, the Town and retiree premium sharing shall be that which is in effect for current employees at any given time, as it may change from time to time for coverage for the retiree only. The retired employee may elect to continue coverage for his/her spouse and dependents, and the retired employee shall pay the full premium for such coverage. No Town contribution shall be made if other Hospitalization and Medical Coverage is available or becomes available to the retiree through another employer of the retiree. However, availability of any coverage for the retiree through the retiree's spouse is irrelevant.

SECTION 17.5~~3~~. Dental Plan. Employees in the bargaining unit are eligible to subscribe to the Town's dental plan upon appointment. Enrollment in the Town's dental plan for bargaining unit members shall be the Connecticut Blue Cross Full Service Plan for Dental Care Plus Rider A..

SECTION 17.6~~4~~. Retiree Dental Plan. The Town's dental plan shall continue in effect following retirement of the subscribing employee, with the Town paying the same percentage of premium as it pays for current employees at any given time, as it may change from time to time with the retiree's share capped at twenty five (25%) percent of the premium. At the employee's option, he/she may elect to continue coverage for their dependents and/or spouse after retirement; however, the premium for such coverage shall be paid by the retiree.

~~Notwithstanding the foregoing, for all employees hired on or after July 1, 2013, the Town and retiree premium sharing shall be that which is in effect for current employees at any given time, as it may change from time to time for coverage for the retiree only. The retired employee may elect to continue coverage for his/her spouse and dependents, and the retired employee shall pay the full premium for such coverage. No Town contribution shall be made if other Hospitalization and Medical Coverage is available or becomes available to the retiree through another employer of the retiree. However, availability of any coverage for the retiree through the retiree's spouse is irrelevant.~~ **(This paragraph is already in 17.4 above)**

SECTION 17.7~~5~~. Accident and Sickness Insurance. Regular employees who have completed six (6) months employment shall be covered by the Town's accident and sickness insurance plan (weekly disability indemnity). The Town shall pay the full accident and sickness insurance premium of each eligible employee.

SECTION 17.8~~6~~. Life Insurance. Regular employees who have completed six (6) months employment shall be eligible to subscribe to the Town's life insurance plan. The life insurance is payable to the employee's designated beneficiary in the event of the employee's death from any cause. The schedule of insurance benefits and premium cost to the employee is based upon the employee's annual base earnings in accordance with the Plan of Group Life Insurance which will be made effective with the signing of this Agreement.

a. Group Term Life Insurance.
Eligibility - Regular employees who have completed six (6) months employment working twenty (20) or more hours per week are covered by the Town's group term life insurance plan.

Type of Plan and Benefits - The group term life insurance benefit is payable to the employee's designated beneficiary in the event of the employee's death from any cause. Benefits shall be paid in accordance with the life insurance contract in force.

The group term life insurance benefit is equal to one-and-one-half (1 1/2) times the employee's annual base earnings rounded up to the next higher $1,000 amount, to a maximum of $50,000.

Payment of Premium - The Town shall pay the full premium for each eligible employee.

Conversion - Eligible employees who are separated from the Town Service shall have the privilege to convert the group term life insurance to an individual policy in accordance with the life insurance contract in force.

SECTION 17.9~~7~~. Accidental Death and Dismemberment. Regular employees who have completed six (6) months employment shall be covered by the Town's accidental loss of life, limb or sight insurance plan. Coverage is for the employee only in case of an off-duty accident. Benefits rendered under the plan shall be in accordance with the contract in force. The benefit under the plan will be equal to two-and-one-half (2 1/2) times the employee's basic annual salary rounded up to the next

$1000, to a maximum of $100,000. The Town shall pay for the full accidental life insurance premium for each eligible employee.

SECTION 17.108. Alternate Carrier Coverage. The Town has the option of providing hospitalization, medical and dental coverage through Mass Mutual (or Blue Cross/Blue Shield) for those electing Mass Mutual (or Blue Cross/Blue Shield), or through another plan that provides equivalent benefits and substantially similar services. If the Town chooses to implement this option during the term of the Agreement, the Town will negotiate the proposed change with the Union prior to its implementation.

It is agreed that the purpose of such negotiation is to assure that the proposed change provides for equivalent benefits and substantially similar services, and the Union agrees not to seek improvements in its benefits or services during such negotiations. Nothing herein shall prevent the Town and Union from agreeing to improve such benefits and services by mutual agreement.

During the term of this contract, the Town shall have the right to offer additional health insurance plans with such conditions as the Town determines. Nothing in said Plan(s) shall affect coverages or premium-sharing under the Blue Cross/Blue Shield Plans presently in effect.

ARTICLE XVIII. SENIORITY

SECTION 18.1. Definition. The seniority rights of all members of the Department shall be based upon length of service and shall be determined from the day such person or persons were officially appointed as a regular officer in the Department. 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 first day of appointment to any given rank.

SECTION 18.2. Application. In the event of a dispute between employees concerning any issue not covered by the terms of this Agreement all other things being equal, seniority shall prevail.

SECTION 18.3. Layoff. In the event of a reduction in the force, lay-offs shall be in the inverse order of hiring and recall shall be by seniority. For the purpose of this Section, rank seniority shall not prevail.

SECTION 18.4. Seniority Interruption. Seniority shall not be interrupted by absence from duty, including suspension, termination followed by reinstatement unless otherwise ordered by an arbitrator, paid leave as provided under this Agreement and military leave. Any authorized leave of absence without pay, pursuant to the Personnel Rules, shall result in loss of seniority for only the period of time the employee is on said leave without pay. Termination (other than as stated above), resignation and retirement shall result in the end of seniority.

ARTICLE XIX. TRAINING

SECTION 19.1. Definition - Rate of Pay. All authorized time spent by police personnel in in-service training shall be counted as time worked in the computation of overtime. There shall be a minimum training call-out of four (4) hours and a maximum training time of eight (8) hours per session, except that there may be one annual station meeting for all departmental personnel which shall be a

minimum training callout of two (2) hours scheduled with proper notice. Any authorized expenses incurred by employees in connection with assigned training will be reimbursed by the Town. An employee may be required to attend, and will be paid for, two (2) hours of training annexed to either end of his/her shift (and not any part of his/her regular shift) with at least thirty (30) days prior notice and no more than once during each quarter of the fiscal year. The assignment shall be for training only.

SECTION 19.2. Notices - Eligibility. All notices of police schools to which the Department intends to send someone shall be posted, when possible, at least two (2) weeks prior to said school dates. All officers shall have the right to request that they attend when enrollment permits. Whenever there is an extra person on a shift, any member of said shift desiring to attend said school shall be allowed to do so ~~according to seniority~~ with approval of the Chief of Police, provided the opportunity is provided on a fair and equitable basis.~~.~~

SECTION 19.3. Physical Fitness.

a. Frequency. Officers covered by this Agreement shall be required to undergo a physical examination in minimum intervals as follows:

   Eighteen (18) - Forty-five (45) years of age - every five (5) years.

   Forty-five plus (45+) years of age - every two (2) years.

   Any deviation from the foregoing schedule shall only be made for reasonable cause.

b. Cost. The Town shall bear the cost of such examination.

c. Results of Examination. The results of the physicals shall be sent to each officer upon completion of the physical. When the examination results in recommendations for remedial measures or treatment, a notification of the treatment recommended shall be furnished to the Chief. It shall be the duty of the officer concerned to reasonably comply with the recommendations concerning remedial measures or treatment made by the examining physician, unless he/she requests a second opinion from another physician and the recommendations are not the same. Such second opinion, if requested, shall be secured at the employee's personal expense.

   Should the recommendations determined by the employee's physician be different from that of the Town's examining physician, a mutually agreeable physician shall be selected for a third, final and binding opinion.

d. All employees hired prior to the ratification of this Agreement shall participate in a physical fitness program that is individually designed by a certified counselor. Counseling shall be done within work hours. The Town will provide nutritional and physical fitness counseling to each individual member and shall make available a physical fitness facility for all members. While participation in the physical fitness program is mandatory, no discipline shall be imposed on any member for failing to meet the physical standards or expectations of the counselors. As part of the physical fitness program, weight lifting shall not be mandatory.

Prior to any physical fitness program being implemented, all officers shall have a physical examination (as specified in Section 19.3) to determine if they are physically able to participate in the program. The nutritionist/physical fitness counselor shall be selected by mutual good faith agreement by the parties. The physical fitness program is intended to help each individual officer regarding their physical fitness and is not intended to be punitive in any manner whatsoever.

e. All employees hired after the date of the ratification of this Agreement shall participate in the following fitness program.

1. The purpose of the fitness program is to ensure the ability of the employee to come to the aid of citizens and fellow officers who are in need of assistance while minimizing the potential risk of injury to the employee.

1. A committee on fitness testing will be established that will include rank and file members of the Department to provide advice and direction to the Department's fitness manager to ensure a real and reasonable program.

2. All sworn personnel hired after the date of the ratification of this Agreement will be tested annually with testing procedure that is reasonable but no more stringent than POST 50% (graduation level) standard..

3. Employees hired on or after the ratification of this Agreement will be followed up with counseling and retesting at 3 month intervals. If at the end of 1 year, the employee is not able to pass the test, they will be placed on a 1 year Probationary period. Counseling and retesting at 3-month intervals will continue during the ensuing second 12- month period. At the end of this second year, if the employee is not able to pass the test, the employee will be dismissed from employment.

4. Reasonable adjustments will be made for employees with injury or ongoing medical conditions that make it difficult for them to take or pass a portion of the test, while still allowing them to fully perform the job. For example, an injured shoulder that makes it difficult to do pushups could result in a waiver of that particular testing component until the employee is restored to health. Similarly, an ongoing lower back problem that allows full functioning on the job but makes it difficult to make the sit-ups standard, might result in an agreed upon substitute standard or testing regimen to accommodate this medical condition. Consultation will take place among the fitness counselor, Town physician, Dept. fitness manager and employee to work out reasonable compliance standards.

SECTION 19.4. Psychological Evaluation. When the Chief of Police deems it necessary to send an officer for a psychological/psychiatric evaluation to determine fitness for duty, a report will be provided to the Chief by the examiner in the following manner:

a. Fit for duty - if the officer is found to be fit for duty, the examiner shall report only that finding.

b. Unfit for duty - if the officer is found to be unfit for duty, a full report will be provided to the Chief of Police.

SECTION 19.5. Drug Testing. ~~Representatives of the Town and the Union shall meet to jointly develop a mandatory random drug testing program, to include all sworn members of the Police Department. The parties shall submit an agreed-upon program for approval by their respective constituencies within the one (1) year of ratification of this agreement. If the parties are unable to reach an agreement on the parameters of the program, the issue will be submitted to arbitration under M.E.R.A.~~The department will conduct drug testing pursuant to G.O. 11.05 Drug Abuse, Alcohol Misuse, and Testing

ARTICLE XX. GENERAL PROVISIONS

SECTION 20.1. Position Classifications. Copies of all present, new or amended position classifications for positions covered by this Agreement shall be forwarded to the Union.

SECTION 20.2. Insurance Contracts. The Union has the right to receive copies of the insurance contracts covering police personnel.

SECTION 20.3. Town Council Agendas. The secretary of the Union shall receive the agenda of all Town Council meetings.

SECTION 20.4. Union Meetings. Employees on duty, whenever possible and when necessary, shall be permitted to attend meetings of the Union.

a. The members of the Union's bargaining committee (not to exceed seven (7) and no more than three (3) members from the same shift) who are scheduled to work a tour of duty during the Collective Bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, or its agents or representatives, and the Union held for the purpose of negotiating the terms of the contract or any supplement thereto.

b. The President, the shift steward and employees involved in any grievance shall be granted leave of absence without loss of pay for the time required to discuss and process any grievance with the employee involved, and to participate in any grievance step as described in this Contract or in any arbitration proceedings consequent thereto.

c. The Union officers, one (1) chief steward and a shift steward, or his/her designee shall be permitted to discuss official Union business with (a) the Chief of Police and his/her assignees during his/her working hours and (b) with employees prior to on-duty roll call and/or off-duty roll call. The Union president and a steward shall be permitted to discuss official Union business during regular working hours with any employees on matters pertaining to such an employee's grievance, at a time during said regular working hours that the Chief of Police shall designate.

d. Union Meetings. One (1) Union member shall be allowed to attend a Union related function, ie. seminar, convention, etc. once each fiscal year, not to exceed three (3) consecutive on-duty days. This member shall suffer no loss of pay while on such leave and the Union president shall be required to submit the name of the member to the Chief prior to the posting of the work schedule.

SECTION 20.5. Safety. The Town recognizes the importance of insuring the safety of employees herein and shall at all times take all necessary measures to effectuate the same.

a. Employees shall not be required to operate a four-wheeled cruiser without appropriate lighting and protective devices such as siren, emergency lights, first aid equipment, fire extinguisher, and a suitable radio except by mutual agreement of the employee and the supervisor.

SECTION 20.6. Off-Duty Response. An off-duty officer shall be considered to be acting in the line of duty when he/she responds to any situation requiring that he/she render assistance as a Police Officer. In this event, the dispatcher shall be notified as soon as possible. Such response shall be subject to and consistent with statutory authority to render assistance as a Police Officer granted by the Connecticut General Statutes.

SECTION 20.7. Information Meetings. The Town and the Union Executive Board will, at the request of either party, schedule an information meeting to be held once each month. Members of the Union Executive Board shall attend such meeting without loss of pay if such meetings are scheduled during the regular working hours of the employees involved. At such meeting the Union's opinions will be welcome in all matters affecting the Police Department.

SECTION 20.8. Maintenance Limitations/Requirements. Except for a dire emergency, personnel of this collective bargaining unit shall not be required to do any maintenance work on police vehicles or buildings. All police cruisers are to be washed, vacuumed and disinfected as needed and maintenance checked at least once a week. When, in the judgment of the operator, a cruiser is defective, said operator shall bring the condition to the attention of his/her supervisor who shall take proper action.

~~SECTION 20.9. Walking/Scooter Beat. When a walking beat and/or a scooter beat is in effect, the least senior qualified patrol officer on the shift shall be assigned where practical, unless a senior qualified officers expresses preference.~~

SECTION 20.~~10.~~09 Mileage Allowance. When private vehicles are used for official police business, there shall be a mileage allowance equal to the business travel IRS mileage allowance per mile and the same shall be covered for liability and property damage in the same amount as Town vehicles are presently covered. Where prior authorization has not been granted, the officer will make every reasonable effort to obtain same by radio or other communication.

SECTION 20.~~11.~~10 Protection from Suit. In the event that an individual employee is sued and his/her property attached for an incident occurring while acting in the line of duty, then the Town agrees to provide counsel and to defend said employee and to furnish bonds to release any attachments or garnishments made.

SECTION 20.~~12~~11. Savings Clause. In the event that any portion of this Agreement is declared invalid by a court, such invalidity shall not affect the remainder of this Agreement.

SECTION 20.~~13~~12. Minimum Staffing. The Town will provide a minimum staffing level of five patrol districts on the "B" shifts seven (7) days per week and a minimum staffing level of five patrol districts on the "A" shift Monday through Friday, and a minimum of four patrol districts on the "A" shift on Saturday and Sunday. The Town will also provide a minimum staffing level of four patrol districts on the "C" shift seven (7) days per week. Sergeants shall not be counted for minimum staffing

SECTION 20.~~14~~13. Continuation of Contract. During any future periods of negotiations where there is no collective bargaining contract in force, the expired contract shall continue in full force and effect. In addition, eligible step increases shall be continued only for those regular employees employed as of the date of contract signing.

SECTION 20.
~~SECTION 20.15~~14. Residency Requirement. There is no residency requirement for employees of this bargaining unit.

SECTION 20.~~16~~15. Awards Policy. The present awards policy shall be maintained for the duration of this Agreement, except that the practice of granting "award days" shall be discontinued immediately upon the effective date of this Agreement.

SECTION 20.~~17~~16. Grooming. All Police Officers must present a generally neat and clean appearance according to the basic guidelines stated below:

a. Haircuts. Whatever hairstyle the individual chooses to wear must be neatly groomed. The length of the hair will not extend beyond one inch below the base of the collar, unless pinned up, in all cases, the bulk and length of the hair will not interfere with the proper and normal wear of any uniform department head gear.

b. Moustache. The pattern shall be neatly trimmed and tidy.

c. Sideburns. If worn, they must be neatly trimmed and the base will be a clean shaven horizontal line not more than two (2) inches below the ear lobe.

d. Beards and Goatees. If worn, must be closely trimmed, neat and clean, and the length of such facial hair shall not exceed one-half (1/2) inch.

e. Jewelry. Wristwatches, identification bracelets and rings are authorized for wear with the uniform. Small post-type pierced earrings may be worn with the uniform.

SECTION 20.~~18~~17. Special Assignments. All special assignments shall be for a maximum of four (4) years. This does not prohibit periods of less than four (4) years. Officers in a specialized assignment for more than two (2) years must return to patrol for a one (1) year period before being

assigned to a subsequent special assignment. This shall not apply if no other officers are interested in the assignment.~~The maximum period of assignment to special duty will be as follows:~~

~~a. Court Officer - 1 year~~
~~b. School Liaison Officer - 2 years~~
~~c. Crime Prevention Officer - 3 years~~

SECTION 20.~~19~~18. Performance Evaluation. The performance evaluation system for all non-supervisory sworn personnel shall be that which is detailed in Departmental Regulation II-B1.3 dated February 2, 1981 (Revised). The evaluation system for supervisory personnel shall be that which is detailed in Departmental Regulation II-B1.13 dated January 1984. All such evaluations shall be subject to the Grievance Procedure provided in Article IV of this Agreement.

SECTION 20.~~20~~19. Animal Control Officer. The position of Animal Control Officer shall be exempt from the replacement schedule contained in Section 8.2 of this Agreement and the provisions of Section 8.3 shall not apply to this position. The Animal Control Officer shall be compensated at the rate of time-and-one-half pay for all time actually worked over forty (40) hours in a work week or eight (8) hours in a day. The maintenance limitations stated in Section 20.8 shall not pertain to the position of Animal Control Officer.

During snow storms of large accumulations, the Animal Control Officer shall not be required to shovel snow from around the pens and building.

SECTION 20.~~21~~20. Detective Bureau Training. The Town may establish the practice of assigning police officers to the Detective Bureau for training when the number of detectives is ~~up to the full authorized complement~~staffed by a minimum of five (5) detectives, , and when the availability of patrol manpower so allows. This detective training assignment may be for a period of up to ~~one (1) year~~six (6) months. Police officers assigned as detectives for up to ~~one year~~six (6) months shall be paid the ~~detective's~~ officer's regular rate of pay for the duration of said assignment. ~~However, if upon the completion of one (1) year the officer is working on a major case, he/she shall be allowed to reasonably complete that case. In this event, he/she shall continue to be paid the full amount of the detective rate of pay. Said extension to complete a case shall in no event exceed six (6) months duration. No employee shall be reassigned to the Detective Bureau for a second year of duty until all other eligible employees have been given the opportunity to be so assigned.~~

~~Employees assigned to the Detective Bureau as a training assignment shall be paid the clothing allowance provided in Article XI, Section 11.2, pro-rated in accordance with the number of months in that assignment.~~

SECTION 20.2~~1~~2~~-~~ Tuition Reimbursement. Each employee shall receive reimbursement of fifty (50%) percent of the costs for tuition and/or books incurred in the pursuit of post-high school education at an accredited institution up to a maximum of $1,800 per person per fiscal year. The conditions for such reimbursement are set forth in the Town's Personnel Policy.

SECTION 20.~~23~~-22 ICMA Contribution. Commencing July 1, 2002, each employee may direct the Town to divert any longevity payment due under Article X of this Agreement directly into the employee's ICMA account. This directive shall be made in writing at least thirty (30) days prior to

the employee's full time anniversary hiring date unless the employee already has a written directive on file which shall remain in effect until rescinded by the employee in writing. Any such contribution shall be governed by the terms of the ICMA Plan and applicable I.R.S. regulations.

SECTION 20.~~24~~23. Wellness Program. The Town may, during the term of this agreement, institute a voluntary wellness program, which may include monetary and other incentives. The Town may terminate or modify said voluntary wellness program and/or incentives at its discretion.

SECTION 20.24 Smoking Policy. As a condition of employment, employees hired on or after November 1, 2015 are prohibited from using any smoking or tobacco products. Isolated use of tobacco products such as the birth of a child, weddings, etc., shall not be considered a violation of this agreement and will be reviewed on a case by case basis.

Should an employee violate the prohibition, the Town will adhere to the following course of conduct and correction:

1. Corrective measures (such as smoking cessation programs) shall, when deemed necessary, be offered prior to taking disciplinary action;
2. Any discipline shall be consistently applied; and
~~1.~~3. The Town retains its contractual rights with respect to probationary employees.

ARTICLE XXI~~I~~. DESK OFFICER FUNCTION

The Town will continue to offer training in order to allow officers to become "desk qualified."

ARTICLE XXII~~I~~. LIEUTENANT PROMOTION

Notwithstanding the provisions of Department Regulation II-B1.2, the parties agree that for the Lieutenant test, only, the parties will use the Assessment Center or best practice as agreed to by the parties. If after trying the Assessment Center it is unsatisfactory to either party, the parties agree to negotiate over the testing method for the position of Lieutenant.

ARTICLE XXIII. DURATION

This Agreement shall be effective upon ratification and shall be retroactive only to the extent set forth in this Agreement, and shall remain in full force and effect until June 30, 2019~~6~~ and thereafter shall continue in effect from year to year, except it may be amended at any time by mutual agreement or upon the termination date of said Agreement by giving to the other party not less than one-hundred-fifty (150) days, nor more than one-hundred-eighty (180) days, written notice of intention to propose amendments.

Appendices A, B, ~~and~~ C, and D are all incorporated into this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this ___ day of

_____, 2016~~4~~.

FOR WINDSOR POLICE DEPARTMENT EMPLOYEES ASSOCIATION:	FOR THE TOWN OF WINDSOR:
_____	
Signed:	Signed: _____
_____	
Signed:	Signed: _____
_____	
Signed:	Signed: _____

- Appendix A -

Bid Schedule

Detective Division Schedule / Call Out Procedures

Bid Schedule

1. **Two month bid cycle. Bid two cycles at a time.**
    a. The Bid sheet will be posted a minimum of two months before the beginning of a bid period. The bid will be complete no later than 3 weeks before the start of the bid. Period.
    b. The Bid cycle starts on the 1st Sunday of every second month;
        i. Starting in July 2016, the bid periods would start on:
            1. July 3, 2016
            2. September 4, 2016
            3. November 6, 2016
            4. January 1, 2017
            5. March 5, 2017
            6. May 7, 2017
            7. July 2, 2017

2. **The following bid slots will be posted: (Reporting Times are defined in Section 7.2)**

	C SQUAD	
OFC 1	W-TH-F	10P-8A
OFC 2	SA-S-M	10P-8A
OFC 3	W-TH	11P-7A
OFC 4	M-T	11P-7A
OFC 5	TH-F	11P-7A
OFC 6	F-SA	11P-7A
OFC 7	S-M	11P-7A
OFC 8	T-W	11P-7A

	A SQUAD	
OFC 1	S-M-T	6A-4P
OFC 2	W-TH-F	6A-4P
OFC 3	F-SA	7A-3P
OFC 4	S-M	7A-3P
OFC 5	T-W	7A-3P
OFC 6	F-SA	7A-3P
OFC 7	M-T	7A-3P
OFC 8	W-TH	7A-3P
OFC 9	SA-S	7A-3P

	B SQUAD	
OFC 1	F-SA-S	4p-2a

OFC 2	S-M-T	4p-2a
OFC 3	M-T	3P-11P
OFC 4	W-TH	3P-11P
OFC 5	W-TH	3P-11P
OFC 6	F-SA	3P-11P
OFC 7	S-M	3P-11P
OFC 8	W-TH	3P-11P
OFC 9	F-SA	3P-11P
OFC 10	SA-S	3P-11P

The number of officers allowed to bid each shift will be determined based on staffing needs. Should the department need to limit the number of officers bidding a squad below the numbers listed above to allow for probationary or K-9 officers, Officers bidding the squad will bid their days off before any probationary or K-9 officer with less seniority are assigned their days off.

3. **Officers can bid their shift and their days off for the positions listed.** Officer can bid up to 5 districts on A and B Squad and 4 districts on C Squad. Remaining officers on each shift will be relief officers to be assigned as appropriate by Squad Supervisors. Officers bidding the 4-3 schedule (10 hour shifts) will be relief cars and cannot bid a district. If staffing allows, the department may post additional positions for each squad. These additional positions above those listed will be bid by shift only. Days off for these additional slots will be assigned by the shift supervisor.

4. **Probationary officers and shift bids.** Probationary officers will be assigned their shifts by the Patrol Lieutenant on a monthly basis for the first 3 full bid periods (6 months) after completion of Field Training. If performance issues are identified, the Patrol Officer can be extended for an additional 3 bid periods. Probationary officers will be balanced on each squad. (One bid slot on each shift will be filled by a probationary officer before a second slot on a shift is filled with a 2nd probationary officer. If there are less than 27 officers bidding for patrol, only one bid slot can be used for probationary officers.)

5. **For unforeseen circumstances such as an officer disability or long term worker's comp**, the administration, with seven days' notice, may change the shift and/or days off of any probationary officer assigned to a shift for the remainder of a bid period to meet staffing needs. If no officers on a shift are on probation, the administration may change the days off of the most junior officer on a shift to meet staffing needs. If a need exists to change the days off of the junior officer during the first month of a bid, the change will take effect at the start of the first Sunday of the second month. In any circumstance, the officer must be given seven days' notice before any such change. Any change will be on the same shift that the affected officer bid. If it is more beneficial to move an officer from one shift to another, the department may ask for a volunteer from a particular shift to fill a slot on another shift. The volunteer will be chosen by seniority. No officer shall be forced to a squad they did not bid. Once a bid is posted, the department will not be required to rebid any slot that is filled using this procedure.

6. **Officers returning to the patrol division from extended leave or special assignment** during a bid period that they did not bid will be placed on the patrol squad the officer last worked, unless changed by mutual agreement. These officers will count towards minimum patrol staffing. Days off for the remainder of the bid period will be assigned by the patrol squad supervisor.

7. **All special assignments shall be for a maximum period of four years.** This does not prohibit periods of less than four years. Officers in a specialized assignment for more than two years must return to patrol for a one year period before be assigned to a second special assignment. This shall not apply if no other officers are interested in the assignment.

8. **Officers on Special Assignment will be included in the bidding overtime and Private Duty job rotation.** Officers on Special Assignment shall no longer receive a special services stipend.

9. **Employees on special assignments shall have their days and hours of work posted on the bid for purposes of position on the overtime and private duty rotation**. Any changes to a special assignment officer's schedule to meet assignment needs shall not be considered time off for purposes of distribution of overtime and private duty jobs.

10. **Officers assigned to patrol related specialized assignments (Bike Officers, Traffic Enforcement, Crime Suppression, Warrant Service, etc) may be pulled from their assignment and used towards minimum staffing in patrol.** If available, officers assigned to traffic enforcement will respond to and investigate MV accidents

11. **With the addition of 10 hour work days on A, B, and C Squads, minimum staffing on C Squad between the hours of 2 am and 6 am will be 3 officers.** This does not preclude the C Squad supervisor from holding over a B squad officer that is scheduled to work from 4p – 2a over if coverage above 3 cars are needed to answer calls for service. If C Squad on Saturday or Sunday falls below 4 officers between 2 am and 6 am, the department will offer a 4 hour overtime for this period. This will be on a voluntary basis. This does not prevent a supervisor from holding over officers if necessary due unforeseen circumstances, such as higher call volumes or critical incidents requiring additional officers.

12. **Officers working 10 hour shifts shall be charged 1.25 days of leave time for any leave taken.**

13. **When officers working a 10 hour shift are scheduled for any full day training, their work week when the training occurs will revert to a 5 day – 8 hour schedule.** The work week for the 6 slots will be as follows:

    a. C Squad Ofc 1: F-S-S-M-T Days off: W-Th
    b. C Squad Ofc 2: T-W-Th-F-S Days off: S-M
    c. A Squad Ofc 1: T-W-Th-F-S Days off: S-M
    d. A Squad Ofc 2: S-S-M-T-W Days off: Th-F
    e. B Squad Ofc 2: M-T-W-TH-F Days off: S-S
    f. B Squad Ofc 2: T-W-Th-F-S Days off: S-M

Officers may select to use two hours of leave time per day in lieu of changing their schedule.

14. **Overtime Shifts will be offered in from 7a-3p, 3p-11p, and 11p-7a, regardless of whether the vacancy is 8 or 10 hours.** Officers working 10 hour shifts will be offered 6 hours overtime.

15. **K-9 Officers will bid shifts based on Seniority.** K-9 Officers may not bid the same shift. If the department maintains three K-9 Officers, one K-9 officer will be assigned to each patrol squad.

16. **Sunset Clause:** After a one year trial period, either the Town or WPDEA may, unilaterally, determine that this plan has not met the goals and objectives desired from a new shift plan. If both the Town and WPDEA are in agreement to modify specific portions of this plan to better meet the needs of officers and the department, a second trial period will be used to further evaluate this shift plan. If either party, after the trial period, determines that this plan is not acceptable and should not be continued, both sides agree to revert back to the shift plan in place prior to implementation.

Detective Division Schedule / Call Out Procedures

1. Detectives will bid their shift by seniority following the patrol bid schedule. Whenever the number of permanent detectives assigned to the detective division is four, two detectives will be assigned to the evening shift. Should the number of detectives assigned to the detective division go above four, a split shift option will open for bid in addition to the day and evening shifts.

   Bid Shifts for Detectives are as follows:

Detective 1:	A Squad	07:00 to 15:00
Detective 2:	A Squad	07:00 to 15:00
Detective 3:	B Squad	14:30 to 22:30
Detective 4:	B Squad	14:30 to 22:30
Detective 5:	Split Squad	11:00 to 19:00

2. From Monday through Friday, a detective will be assigned each night as the on-call detective, covering the overnight hours (2300-0730 hours). The schedule will rotate one day each week. Detectives will not be compensated for this weekday coverage. Any actual recall to duty shall be paid in accordance to Section 8.3 (e).

3. The weekend coverage will be from Friday at 2230 hours to Monday at 0700 hours. The detective assigned for the weekend coverage will be compensated either 4 hours of pay or 4

hours of compensatory time at straight time rate. Should the on call detective be recalled to duty, the detective will receive overtime pay at time and one half for a minimum of four hours in lieu of the on call pay. Any subsequent recalls during the same on call period will be compensated per section 8.3 subsection e. The Compensatory time limitations listed in section 8.3 subsection i apply.

4. Detectives will be allowed to take home their assigned vehicle on the night/weekend they are covering. Vehicle use is restricted to call back response only to and from Windsor and will not be used for personal use.

5. An on call schedule will be available for Patrol Division Supervisors. Patrol Supervisors will be notified of any changes to on call responsibilities to assure on-call coverage for each day/weekend.

6. If a detective uses a full day's leave on the day they are assigned weekday coverage, the coverage will be offered out by seniority.

7. If a detective takes a week or more off when the detective is assigned weekend coverage, the weekend coverage will be offered out by seniority. If no detective accepts weekend coverage, the junior detective will be assigned to cover the weekend.

8. Sunset Clause: After a one year trial period, either the Town or WPDEA may, unilaterally, determine that this plan has not met the goals and objectives desired from a new shift plan. If both the Town and WPDEA are in agreement to modify specific portions of this plan to better meet the needs of officers and the department, a second trial period will be used to further evaluate this shift plan. If either party, after the trial period, determines that this plan is not acceptable and should not be continued, both sides agree to revert back to the shift plan in place prior to implementation.

- APPENDIX B -

PAY PLANS

APPENDIX B

TOWN OF WINDSOR

POLICE PAY PLAN

EFFECTIVE JULY 1, 201~~5~~6

PAY GRADE	STEP	ANNUAL SALARY	WEEKLY DISTRIBUTION	DAILY DISTRIBUTION	HOURLY DISTRIBUTION	OVERTIME SHIFT RATE
GRADE P1	A	64,621	1,242.71	248.54	31.07	372.81
Police Officers hired after ratification	B	67,244	1,293.15	258.63	32.33	387.95
(will insert date after ratification)	C	69,973	1,345.63	269.13	33.64	403.69
	D	72,813	1,400.25	280.05	35.01	420.08
	E	75,768	1,457.08	291.42	36.43	437.12
	F	78,843	1,516.21	303.24	37.91	454.86
	G	82,042	1,577.73	315.55	39.44	473.32
	H	85,372	1,641.77	328.35	41.04	492.53
Police Officer - (~~3.25%~~ 2.25%)	A	66,737	1,283.39	256.68	32.08	385.02
	B	70,466	1,355.11	271.02	33.88	406.53
	C	74,342	1,429.65	285.93	35.74	428.90
	D	78,436	1,508.38	301.68	37.71	452.52
	E	82,748	1,591.30	318.26	39.78	477.39
	F	87,293	1,678.71	335.74	41.97	503.61
GRADE P2 ~~(2.00%)~~ same $ amount	C	76,061	1,462.71	292.54	36.57	438.81
as Officer at top step - $1,921	D	80,141	1,541.17	308.23	38.53	462.35
Detective	E	84,444	1,623.92	324.78	40.60	487.18
Special Services Officer	F	88,980	1,711.15	342.23	42.78	513.35
	G*	93,403	1,796.21	359.24	44.91	538.86
GRADE P3 ~~(1.50%)~~ same $ amount	C	81,803	1,573.13	314.63	39.33	471.94
as Officer at top step - $1,921	D	86,203	1,657.75	331.55	41.44	497.33
Evidence Technician	E	90,831	1,746.75	349.35	43.67	524.03
Sergeant	F	95,727	1,840.90	368.18	46.02	552.27
	G	101,025	1,942.79	388.56	48.57	582.84
GRADE P4 - ~~(1.50%)~~ same $ amount	C	90,831	1,746.75	349.35	43.67	524.03
as Officer at top step - $1,921	D	95,727	1,840.90	368.18	46.02	552.27
~~Shift Commander~~ Lieutenant	E	100,885	1,940.10	388.02	48.50	582.03
	F	106,327	2,044.75	408.95	51.12	613.43
GRADE DW1 - ~~(3.25%)~~ (2.25%)	C	62,398	1,199.96	239.99	30.00	359.99
~~Dog Warden~~ Animal Control Officer	D	65,149	1,252.86	250.57	31.32	375.86
	E	67,957	1,306.87	261.37	32.67	392.06
	F	71,011	1,365.59	273.12	34.14	409.68

APPENDIX B
TOWN OF WINDSOR
POLICE PAY PLAN
EFFECTIVE JULY 1, 2017

PAY GRADE	STEP	ANNUAL SALARY	WEEKLY DISTRIBUTION	DAILY DISTRIBUTION	HOURLY DISTRIBUTION	OVERTIME SHIFT RATE
GRADE P1	A	64,621	1,242.71	248.54	31.07	372.81
Police Officers hired after ratification	B	67,244	1,293.15	258.63	32.33	387.95
(will insert date after ratification)	C	69,973	1,345.63	269.13	33.64	403.69
	D	72,813	1,400.25	280.05	35.01	420.08
	E	75,768	1,457.08	291.42	36.43	437.12
	F	78,843	1,516.21	303.24	37.91	454.86
	G	82,042	1,577.73	315.55	39.44	473.32
	H	85,372	1,641.77	328.35	41.04	492.53
Police Officer - (~~3.25%~~ 1.75%)	A	67,904	1,305.85	261.17	32.65	391.76
	B	71,699	1,378.82	275.76	34.47	413.65
	C	75,643	1,454.67	290.93	36.37	436.40
	D	79,809	1,534.78	306.96	38.37	460.43
	E	84,196	1,619.15	323.83	40.48	485.75
	F	88,820	1,708.09	341.62	42.70	512.43
GRADE P2 ~~(2.00%)~~ same $ amount	C	77,588	1,492.07	298.41	37.30	447.62
as Officer at top step - $1,527	D	81,668	1,570.54	314.11	39.26	471.16
Detective	E	85,971	1,653.29	330.66	41.33	495.99
Special Services Officer	F	90,507	1,740.52	348.10	43.51	522.16
	G*	94,930	1,825.57	365.11	45.64	547.67
GRADE P3 ~~(1.50%)~~ same $ amount	C	83,330	1,602.50	320.50	40.06	480.75
as Officer at top step - $1,527	D	87,730	1,687.12	337.42	42.18	506.13
Evidence Technician	E	92,358	1,776.12	355.22	44.40	532.83
Sergeant	F	97,254	1,870.27	374.05	46.76	561.08
	G	102,552	1,972.15	394.43	49.30	591.65
GRADE P4 - ~~(1.50%)~~ same $ amount	C	92,358	1,776.12	355.22	44.40	532.83
as Officer at top step - $1,527	D	97,254	1,870.27	374.05	46.76	561.08
~~Shift Commander~~ Lieutenant	E	102,412	1,969.46	393.89	49.24	590.84
	F	107,854	2,074.12	414.82	51.85	622.23
GRADE DW1 - ~~(3.25%)~~ (1.75%)	C	63,490	1,220.96	244.19	30.52	366.29
~~Dog Warden~~ Animal Control Officer	D	66,289	1,274.78	254.96	31.87	382.43
	E	69,147	1,329.74	265.95	33.24	398.92
	F	72,253	1,389.49	277.90	34.74	416.85

APPENDIX B

TOWN OF WINDSOR

POLICE PAY PLAN

EFFECTIVE JULY 1, 2018

PAY GRADE	STEP	ANNUAL SALARY	WEEKLY DISTRIBUTION	DAILY DISTRIBUTION	HOURLY DISTRIBUTION	OVERTIME SHIFT RATE
GRADE P1	A	64,621	1,242.71	248.54	31.07	372.81
Police Officers hired after ratification	B	67,244	1,293.15	258.63	32.33	387.95
(will insert date after ratification)	C	69,973	1,345.63	269.13	33.64	403.69
	D	72,813	1,400.25	280.05	35.01	420.08
	E	75,768	1,457.08	291.42	36.43	437.12
	F	78,843	1,516.21	303.24	37.91	454.86
	G	82,042	1,577.73	315.55	39.44	473.32
	H	85,372	1,641.77	328.35	41.04	492.53
Police Officer - (~~3.25%~~ 2.00%)	A	69,263	1,331.97	266.39	33.30	399.59
	B	73,133	1,406.40	281.28	35.16	421.92
	C	77,156	1,483.76	296.75	37.09	445.13
	D	81,405	1,565.48	313.10	39.14	469.64
	E	85,880	1,651.54	330.31	41.29	495.46
	F	90,597	1,742.25	348.45	43.56	522.67
GRADE P2 ~~(2.00%)~~ same $ amount	C	79,365	1,526.25	305.25	38.16	457.87
as Officer at top step - $1,777	D	83,445	1,604.71	320.94	40.12	481.41
Detective	E	87,748	1,687.46	337.49	42.19	506.24
Special Services Officer	F	92,284	1,774.69	354.94	44.37	532.41
	G*	96,707	1,859.75	371.95	46.49	557.92
GRADE P3 ~~(1.50%)~~ same $ amount	C	85,107	1,636.67	327.33	40.92	491.00
as Officer at top step - $1,777	D	89,507	1,721.29	344.26	43.03	516.39
Evidence Technician	E	94,135	1,810.29	362.06	45.26	543.09
Sergeant	F	99,031	1,904.44	380.89	47.61	571.33
	G	104,329	2,006.33	401.27	50.16	601.90
GRADE P4 - ~~(1.50%)~~ same $ amount	C	94,135	1,810.29	362.06	45.26	543.09
as Officer at top step - $1,777	D	99,031	1,904.44	380.89	47.61	571.33
~~Shift Commander~~ Lieutenant	E	104,189	2,003.63	400.73	50.09	601.09
	F	109,631	2,108.29	421.66	52.71	632.49
GRADE DW1 - ~~(3.25%)~~ (2.00%)	C	64,760	1,245.38	249.08	31.13	373.61
~~Dog Warden~~ Animal Control Officer	D	67,614	1,300.28	260.06	32.51	390.08
	E	70,530	1,356.34	271.27	33.91	406.90
	F	73,698	1,417.28	283.46	35.43	425.18

NOTES:

- Annual Salary represents % increase noted above over the prior year's salary.
- Weekly Distribution is computed by dividing Annual by 52.
- Daily Distribution is computed by dividing Weekly Distribution by 5.
- Hourly Distribution is computed by dividing daily distribution by 8.
- Overtime Shift Rate is computed by multiplying the daily distribution by 1 1/2.
- *Step P2G is for full-time promoted Detectives only. Detectives shall move to this Step after completing 3 years as Detective.

- APPENDIX C -
RETIREE HEALTH ELIGIBILITY

APPENDIX C

It is agreed between the Town of Windsor and the Windsor Police Department Employee Association ~~Local 328 of the International Brotherhood of Police Officers~~ that the retirees' medical insurance benefits set forth in Article XVII of this Agreement shall take effect only if the employee has:

a. Completed 25 years of aggregate service as a police officer for employees hired prior to the date of this agreement (date to be filled in so it's clear); or

~~a.~~b. Completed 25 years of aggregate CMERS service with at least 20 years as a Windsor police officer, for employees hired after the date of this agreement (date to be filled in);

~~b.~~c. Has reached the statutory normal retirement age of 55, as defined in Section 7-428 of the CT General Statutes, provided such employee has had ten years of continuous service with the Town of Windsor Police Department or a participating municipality; or

~~c.~~d. Has retired as a result of a bona fide disability which arose out of and in the course of his employment as defined by the Workers' Compensation Act, Section 7-433p, of the Connecticut General Statutes, or other Workers' Compensation provisions and is eligible for and receiving CMERS ~~MERF-8~~ retirement benefits; or

~~d.~~e. Has retired as a result of a bona fide non-service connected disability and is eligible for and receiving retirement benefits within the provisions of the ~~Municipal Employees Retirement Fund Plan B~~ CMERS.

Officers who have CMERS service, not earned by working as a police officer (i.e. earned by working in another CMERS position or purchased military time) as of October 4, 2016 will be allowed credit for up to four (4) years of such service towards the 25 years of aggregate service as a police officer needed to be eligible for retiree health insurance under provision a. above. This only applies to employees who currently have other CMERS service credit as of October 4, 2016 and whose names are on the attached list, and will not apply to employees who purchase time in the future or who are hired in the future.

Employees who use this credit and retire with less than 25 years of aggregate CMERS service as a police officer will pay a premium share of 30% when they enroll in the town's insurance coverage and the premium contribution will be capped at 30%

The purpose of this language is to clarify the intent of the contract where benefits are provided to employees who retire at the normal retirement age, as defined by Section 7-428 of the Connecticut General Statutes as amended. Should a future amendment to the statute take place, it is assumed that the employee would be eligible for said benefits as a result of the change.

- APPENDIX D -
HEALTH INSURANCE

D-1, Century Preferred PPO and Blue Care HMO Comparison
D-2, Lumenous HSA Plan Summary
D-3, Prior Authorization Summary – High Cost Diagnostics and Rx Plan

APPENDIX D-1

Town of Windsor
Health Plan Comparison

WPDEA EMPLOYEES

Effective: ~~5/1/2014~~ 1/1/2017

	CENTURY PREFERRED	BLUE CARE PLUS I
Costshares	In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance Copay - $30 Office Visit, $35 Specialist, $125 Emergency Room, $175 Outpatient Surgery, Inpatient $175 per day $525 per stay/ $1575 maximum per calendar year $75 Urgent Care Out of Network Deductible - $400/$800/$1,200 coinsurance 20% after deductible up to $1,000/$2,000/$2,000 Out of Pocket Maximum $1,400/1,800/$3,200 Lifetime Maximum In-Network - Unlimited	$30 Office Visit Copay - $35 PCP/Specialists $125 Emergency Room Copay $75 Urgent Care Centers 20% DME, Prosthetics Copay $175 Outpatient Surgery, Inpatient $175 per day $525 per stay/ $1575 maximum per calendar year Lifetime Maximum In-Network - Unlimited
Preventive Care Pediatric	No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in	No Copay Covered according to age-based schedule
Adult	No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in	No Copay Covered according to age-based schedule
Vision	$35 Copay Covered once every two years Out of Network - subject to deductible and co-in	No Copay Covered once every 24 months
Hearing	No Copay Covered once every two years as part of routine exam	No Copay Screening part of physical exam
Gynecological	No Copay Covered once per year Out of Network - subject to deductible and co-in	No Copay Covered once every year
Medical Services Medical Office Visit	$30-PCP, $35 Specialist Copay Out of Network - subject to deductible and co-in	$30 Copay - PCP $35 Copay - Specialist
Outpatient PT/OT/ST/Chiro	No Charge 50 Combined visits per member per calendar year (for PT/OT/Chiro)	$35 Copay Unlimited visits subject to medical necessity
Allergy Services	$35 Copay for office visits and testing No copay for injections 80 visits in 3 years Out-of-Network deductible and coinsurance	$35 Copay for office visits and testing No copay for injections maximum benefit - 60 visits in 2 years
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance High Cost Diagnostics/Imaging(non-emergency) $50/event, Max. $350/year	Covered High Cost Diagnostics/Imaging(non-emergency) $50/event, Max. $350/year
Inpatient Medical Services	Covered Out-of-Network deductible and coinsurance	Covered
Surgery Fees	Covered Out-of-Network deductible and coinsurance	Covered
Office Surgery	Covered	Covered
Outpatient Mental Health/ Substance Abuse	$35 Copay Out-of-Network deductible and coinsurance	$35 Copay
Emergency Care Emergency Room	$125 Copay (waived if admitted)	$125 Copay (waived if admitted)
Urgent Care	$75 Copay Urgent Care Network must be utilized for coverage	$75 Copay Urgent Care Network must be utilized for coverage
Ambulance	Covered	Covered

APPENDIX D-1

Town of Windsor
Health Plan Comparison

WPDEA EMPLOYEES

Effective: ~~5/1/2014~~ 1/1/2017

	CENTURY PREFERRED	BLUE CARE PLUS I
Inpatient Hospital General/Medical/ Surgical/Maternity (Semi-private)	**Pre-certification required** Per Admission Copay Inpatient $175 per day $525 per stay Out-of-Network deductible and coinsurance	**All hospital admissions require pre-cert** Covered Per Admission Copay (above) Inpatient $175 per day $525 per stay
Ancillary Services (Medication, Supplies)	Covered Out-of-Network deductible and coinsurance	Covered
Psychiatric	Per Admission Copay Inpatient $175 per day $525 per stay Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient $175 per day $525 per stay
Substance Abuse/ Detox	Per Admission Copay Inpatient $150 per day $450 per stay Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient $150 per day $450 per stay
Rehabilitative	Covered up to 60 days per condition Per Admission Copay Inpatient $175 per day $525 per stay Out-of-Network deductible and coinsurance	Covered up to 60 days per condition Per Admission Copay Inpatient $175 per day $525 per stay
Skilled Nursing Facility	Covered up to 120 days per calendar year Per Admission Copay Inpatient $175 per day $525 per stay Out-of-Network deductible and coinsurance	Covered up to 90 days per calendar year Per Admission Copay Inpatient $175 per day $525 per stay
Hospice	Covered up to 60 days In-network Per Admission Copay (above) Out-of-Network deductible and coinsurance	Covered
Outpatient Hospital Outpatient Surgery Facility Charges	In-network $175 Copay Out-of-Network deductible and coinsurance	In-network $175 Copay Covered
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance	Covered; Dx X-ray subject to copay when performed in hospital as standalone procedure
Pre-Admission Testing	Covered Out-of-Network deductible and coinsurance	Covered
Other Services Durable Medical Equipment	Covered Out-of-Network deductible and coinsurance	20% coinsurance up to $1,000 per calendar year Unlimited for specific items of DME
Prosthetics	Covered Out-of-Network deductible and coinsurance	20% coinsurance to $1000 maximum per calendar year (Replacement requires prior authorization)
Home Health Care	200 visits per calendar year Out-of-Network deductible and coinsurance	Covered (Prior Authorization Required)
Medco Prescription	Retail 30 day $10 generic/$25 form. brand/ $45 nonform. brand Mail Order $20generic/$50 form. brand/$90nonform. Brand, Prior Authorization & DQM	Retail 30 day $10 generic/ $25 form. brand/ $45 nonform. brand Mail Order $20generic/$50 form. brand/$90nonform. Brand, Prior Authorization & DQM

APPENDIX D-1

Town of Windsor
Health Plan Comparison

WPDEA EMPLOYEES

Effective: ~~5/1/2014~~ 7/1/2017

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Costshares	In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance Copay - ~~$30~~ $35 Office Visit, ~~$35~~ $40 Specialist, $125 Emergency Room, ~~$175~~ $200 Outpatient Surgery, Inpatient $175 per day $525 per stay/ $1575 maximum per calendar year Ambulatory Surgery $100, $75 Urgent Care Out of Network Deductible - $400/$800/$1,200 coinsurance 20% after deductible up to $1,000/$2,000/$2,000 Out of Pocket Maximum $1,400/1,800/$3,200 Lifetime Maximum In-Network - Unlimited	~~$30~~ $35 Office Visit Copay ~~$35~~ $40 PCP/Specialists $125 Emergency Room Copay $75 Urgent Care Centers 20% DME, Prosthetics Copay ~~$175~~ $200 Outpatient Surgery, Inpatient $175 per day $525 per stay/ $1575 maximum per calendar year Ambulatory Surgery $100 Lifetime Maximum In-Network - Unlimited
Preventive Care		
Pediatric	No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in	No Copay Covered according to age-based schedule
Adult	No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in	No Copay Covered according to age-based schedule
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Inpatient Medical Services	Covered Out-of-Network deductible and coinsurance	Covered High Cost Diagnostics/Imaging(non-emergency) $50/event, Max. $350/year
Surgery Fees	Covered Out-of-Network deductible and coinsurance	Covered
Office Surgery	Covered	Covered
Outpatient Mental Health/ Substance Abuse	$35 Copay Out-of-Network deductible and coinsurance	$35 Copay
Emergency Care		
Emergency Room	$125 Copay (waived if admitted)	$125 Copay (waived if admitted)
Urgent Care	$75 Copay Urgent Care Network must be utilized for coverage	$75 Copay Urgent Care Network must be utilized for coverage
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Town of Windsor
Health Plan Comparison

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Effective: ~~5/1/2014~~ 7/1/2017

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Anthem.

Lumenos

Lumenos HSA Plan Summary

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

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 2016, contributions can be made to your HSA up to the following:

$3,350 individual coverage
$6,750 family coverage

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

Earn More Money for Your Account

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

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

Healthy Rewards

If you do this:	You can earn this in your HSA:
Future Moms	up to $200
Healthy Lifestyles Online	up to $150
Enroll in ConditionCare	$100
Graduate from ConditionCare	$200

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

Plus – To help you stay healthy, use:

Preventive Care

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

Preventive Care

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

Then –

Your Bridge Responsibility

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

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

If Needed –

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:

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

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network Providers:	Out-of-Network Providers:
$5,000 individual coverage	$5,000 individual coverage
$6,850 family coverage	$10,000 family coverage

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

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

Anthem.

Lumenos

Lumenos HSA Plan Summary

Healthy Rewards Program

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

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a $200 Future Mom's incentive. This includes three milestones: $100 initial enrollment, $50 interim, and $50 postpartum; timing and rules apply.

Healthy Lifestyles Online: Each adult family member can earn up to $150 each year. Members earn a $50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll in ConditionCare: (Incentive $100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive $200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

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

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

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

Anthem.

Lumenos

Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

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

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

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

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

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

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

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)	Mail Order (90 day supply)
$10 Tier 1 copayment	$10 Tier 1 copayment
$25 Tier 2 copayment	$50 Tier 2 copayment
$40 Tier 3 copayment	$80 Tier 3 copayment

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

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

APPENDIX D-3

Effective 1/1/17, the Town shall implement the following medical insurance plan changes:

1. High Cost Diagnostics Quality Management Program – Prior authorization will be required for the following non-emergency outpatient imaging services: CT, CAT, MRI, MRA, PET, and SPECT. No other radiology services furnished by a participating provider (such as x-rays, mammograms, or ultrasounds) will require prior authorization. The radiology services rendered in an emergency room or rendered in an inpatient setting will not be subject to the prior authorization requirements.

Effective 7/1/17, the Town shall implement the following prescription plan changes:

1. Prior authorization – will be required for specific medications. The doctor will be required to answer a few question to determine if the patient meets the clinical criteria for the medication. If yes, the Rx is authorized; if no, other questions are asked including, will another Rx work (generic or preferred brand).

2. Duration Quantity Management – Ensures prescribing is being done according to manufacturer's recommendations and clinical criteria.

3. Copay changes – as indicated on the plan comparison charts in appendix D-2.

Town Council
Resignations/Appointments/Reappointments
November 7, 2016

Resignations

A. Accept the resignation of David Davis from the Conservation Commission

Appointments / Reappointments (to be acted upon at tonight's meeting)

A. One *Democratic* Member
Human Relations Commission
Three Year Term to expire May 31, 2019 or until a successor is appointed
(Richard Armstrong – VACANT)

"MOVE to APPOINT Patricia Mack as a Democratic member to the Human Relations Commission for a three year term to expire May 31, 2019 or until a successor is appointed."
(moving up from an alternate position to full membership)

B. One *Democratic* Member
Housing Authority of the Town of Windsor
Five Year Term to expire July 31, 2021 or until a successor is appointed
(Robert Mack – reappointment)

"MOVE to REAPPOINT Robert Mack as a Democratic member to the Housing Authority of the Town of Windsor for a five year term to expire July 31, 2021 or until a successor is appointed."

C. One *Democratic* Member
Insurance Commission
Four year term to expire October 31, 2020 or until a successor is appointed
(Edward Samolyk – reappointment)

"MOVE to REAPPOINT Edward Samolyk as a Democratic member to the Insurance Commission for a four year term to expire October 31, 2020 or until a successor is appointed."

Names submitted for consideration of appointment

None

TOWN OF WINDSOR
TOWN COUNCIL
PUBLIC HEARING
October 17, 2016
COUNCIL CHAMBERS
UNAPPROVED MINUTES

1. CALL TO ORDER

Mayor Donald Trinks called the public hearing to order at 7:20 p.m.

Present were: Mayor Donald Trinks, Councilor Randy McKenney, Councilor Jill Jenkins, Deputy Mayor Jody Terranova, Councilor Donald Jepsen, Councilor Jim Govoni, Councilor Kenneth Wilkos, and Councilor Bernard Petkis.

Councilor Alan Simon was absent.

Mayor Trinks read aloud the public notice for tonight's meeting that was published in the local newspaper.

2. PUBLIC COMMENT ON A PROPOSED LEASE FOR THE LUDDY CARRIAGE HOUSE LOCATED AT 261 BROAD STREET, WINDSOR, CT.

Mayor Trinks invited the public to comment on the proposed lease agreement. Janice Porri of 32 Tiffany Drive spoke in favor of the proposed lease. She said that she has been a Windsor resident for over thirty years and that her business teaches sewing classes and also does some hemming work. She discussed her clientele and business hours of operation.

3. ADJOURMENT

Mayor Trinks declared the Public Hearing closed at 7:28 p.m.

Respectfully submitted by,

Jonathan Luiz
Assistant Town Manager

Town Council
Council Chambers
Windsor Town Hall
October 17, 2016
Regular Council Meeting

UNAPPROVED MINUTES

1. ROLL CALL

Mayor Trinks called the meeting to order at 7:30 p.m.

Present were Mayor Donald Trinks, Councilor Randy McKenney, Councilor Jill Jenkins, Deputy Mayor Jody Terranova, Councilor Donald Jepsen, Councilor Kenneth Wilkos, Councilor James Govoni, and Councilor Bernard Petkis. Councilor Alan Simon was absent.

2. PRAYER – Councilor Jepsen prayed.

3. PLEDGE OF ALLEGIANCE – Councilor Jepsen led in the Pledge of Allegiance.

4. PROCLAMATIONS/AWARDS – None

5. PUBLIC COMMUNICATIONS AND PETITIONS

Bradshaw Smith of 23 Ludlow Road spoke of abandoned shopping carts and about the Town Manager.

Windsor Health Department Nurse, Sharon Enot, provided information about influenza. She then administered flu shot vaccinations to Councilors that were willing recipients.

6. REPORT OF APPOINTED BOARDS AND COMMISSIONS

a) Board of Education (BOE)

BOE Secretary, Richard O'Reilly, provided information about school bus transportation problems, complaints about lack of air conditioning at the middle school, the 'Calling all Windsor Men' event, teacher hiring statistics, pupil count, and contract negotiations. He said the next BOE meetings are scheduled for October 18th at 7:00 p.m. and a Special Meeting will take place on Tuesday, November 1st at 6:30 p.m. at L.P. Wilson.

Councilor Govoni said there is professional development scheduled on Election Day. He asked if there will be sufficient parking spaces available at the schools to accommodate voters that are senior citizens and handicapped. Mr. O'Reilly said he would look into it.

Councilor Jepsen proposed a joint meeting between the Town Improvements Committee and a similar committee of the Board of Education to discuss air conditioning concerns.

7. TOWN MANAGER'S REPORT

Responses to Town Council questions regarding MDC user water fees
A number of questions were asked at the last meeting relative to the MDC water user fees.

Q1: Does water for a household irrigation sprinkler system get charged the same clean water project surcharge as household water being used for other purposes?

Yes, if the home is connected to the MDC sewer. If it is on septic then the Clean Water Project surcharge is not applied to any of the water consumed.

Q2: Do municipalities that use water to irrigate fields pay the Clean Water Project Surcharge on the use of that water?

Yes, similar to households, the town does pay the surcharge for irrigation water as long as the facilities at that site have MDC sewer connections.

Caring Connection to host light bulb swap on November 12th
On Saturday, November 12, 2016, the town will host a free light bulb swap from 9:00 AM to 3:00 PM at the Caring Connection Adult Day Care, 330 Windsor Avenue. Windsor residents, with proof of residency, may bring up to five household light bulbs and exchange them for new, energy efficient LED bulbs free of charge. In addition to the light bulb swap, representatives from Eversource and energy experts will be on-hand to answer questions and provide information about further actions residents can take to save money by making their homes more energy efficient. The goals for November 12th are to exchange 6,000 bulbs and to educate residents about the services provided at the Caring Connection. All bulb costs are supported by a $10,000 Bright Idea Grant that the Town of Windsor became eligible to receive as a result of its participation in the Clean Energy Communities program. Bulbs will be given out on a first-come, first-served basis. The bulb swap held in December at the Town Hall saw 4,000 bulbs exchanged in just a few hours, so residents should come early. For more information call 860-285-1807 or go the Town of Windsor's website at: Light Bulb Swap.

Windsor's 2016 Leaf Collection Program Starts on Monday October 24
Windsor's 2016 leaf collection program will begin on Monday, October 24 and will end on Friday December 16. During this period, your leaves will be picked up on the same day as your trash pick-up.

Residents must place their leaves at the curb in 30 to 40 gallon paper leaf bags. Leaves may also be placed in similar-sized containers that are labeled with a "Leaves Only" sticker that can be easily identified by the driver (i.e., sticker facing the road). Residents can obtain these stickers at Windsor Town Hall or at the Windsor Transfer Station (formerly known as the Landfill).

In Windsor, the transfer station accepts residents' leaves at no charge and uses them to produce compost. Leaves must be clean and must not contain other items that will compromise the quality of the mulch that will be created. These items include grass clippings, branches, or other items.

If you choose to self-haul your leaves to the transfer station, there is no charge during this period for dropping off clean loads of leaves (no contaminates or plastic bags).

The transfer station accepts leaves Monday and Friday 8:00 AM to 2:45 PM; Tuesday and Wednesday 10:00 AM to 2:45 PM; and on Saturday 8:00 AM to 3:45 PM. The Windsor Transfer Station is closed on Thursday and Sunday. It is located at 500 Huckleberry Road in Windsor. 860-285-1833.

Nightmare on Broad Street
First Town Downtown and presenting sponsor, Windsor Federal Savings, invite you to Windsor Center from 5:30 PM to 7:30 PM on Monday, October 31st for some ghoulish treats and fun at Nightmare on Broad Street! Windsor businesses will be giving out treats to the youngsters and more. Broad Street will be closed to traffic. For more information visit firsttowndowntown.org or call 860-688-5715.

November 8 is Election Day
All Windsor polling locations will be open from 6:00 AM to 8:00 PM for Election Day. Turn out to vote for the President, Vice President, U.S. Senator, U.S. Representative, State Senator, State Representative, and Registrar of Voters. Absentee ballots for the election are currently available in the Town Clerk's Office, Monday – Friday from 8:00 AM to 5:00 PM. The Town Clerk's Office will also have extended hours on the following days for absentee ballots:

- Saturday, October 29 from 10 AM to 12 noon
- Tuesday, November 1st from 5:00 PM to 7:00 PM
- Saturday, November 5th from 10:00 AM to 12 noon

For more information contact 860-285-1902 or visit the town's website at townclerk.

Windsor Police Cadets Open House
Are you between 11 and 20 years old? Are you interested in community service, law enforcement, or making new friends?

If so, please join us for the Windsor Police Cadets Open House, to be held on Wednesday, October 19, 2016 from 7:00 PM to 8:00 PM at the Windsor Public Safety Complex, 340 Bloomfield Avenue, Windsor, CT. Non-residents are encouraged to attend. To learn more about the program, please visit www.windsorpolicecadets.org.

8. COMMUNICATIONS FROM COUNCIL MEMBERS

Councilor McKenney – nothing tonight.

Councilor Petkis praised the Connecticut chapter of the Make a Wish Foundation for building a miniature Fenway Park at the home of a boy with Duchenne muscular dystrophy.

Councilor Simon – absent

Councilor Govoni discussed a request he received for street lights on East Service Road.

Councilor Jenkins encouraged the public to consider donating to the Windsor Food Bank.

Councilor Wilkos – nothing tonight.

Deputy Mayor Terranova – nothing tonight.

Councilor Jepsen – nothing tonight.

Mayor Trinks congratulated First Town Downtown on its successful Hoe Down event.

9. REPORTS OF STANDING COMMITTEES

Town Improvements Committee – None

Health & Safety Committee – None

Joint Town Council/Board of Education Committee – None

Personnel Committee – Deputy Mayor Terranova said the Personnel Committee has put forth some recommendations for appointments tonight. She said the committee has been working on the Town Manager's evaluation as well.

Special Projects Committee – None

Finance Committee – None

10. ORDINANCES – None

11. UNFINISHED BUSINESS

a) Consider approval of lease of 261 Broad Street

Councilor Jepsen MOVED and Councilor McKenney seconded that the Town Manager is authorized to sign the attached lease agreement with Ms. Janice Porri for use of the town owned Luddy Carriage House located at 261 Broad Street.

Councilor Jepsen said the Town Council received two emails supporting the lease.

Mayor Trinks called for a vote.

Motion Passed 8-0-0 with Councilor Simon not present.

12. NEW BUSINESS

a) Authorize an appropriation of $40,000 from the Capital Project Undesignated Fund balance to fund assessment of outdoor pool facilities.

Councilor Wilkos MOVED and Councilor Jepsen seconded to approve an appropriation of $40,000 from the Capital Projects Fund, Assigned Fund Balance for the "Town Facility Improvements – Outdoor Pool Facilities Project."

At Town Manger Souza's request, Director of Recreation and Leisure Services, Paul Norris, provided an overview of this agenda item.

Councilor Wilkos asked what the overall condition of the pools are. He also inquired about the liner at a pool. Mr. Norris said the pools are generally holding up, but each year the town is spending more to repair and fix cracks, pump malfunctions and filtration system problems. Mr. Norris said the plan will tell the town what we need to be
looking for and when.

Councilor Jepsen spoke in support of the proposed appropriation, citing wear and tear at the pools due to their age.

Councilor Jenkins asked if the plan will provide a maintenance plan with a recommended schedule. Mr. Norris answered yes and explained the value of a maintenance program.

Councilor Govoni spoke in support of the proposed appropriation, citing the old, outdated and worn down pool facilities. He said it makes a lot of sense to protect our infrastructure by doing this research.

Mayor Trinks called for a vote.

Motion Passed 8-0-0 with Councilor Simon not present.

b) Approve an appropriation of $47,366 from the General Fund Unassigned Fund Balance for costs associated with the FY 2015 – FY 2018 Teamsters' contract arbitration award.

Councilor Jepsen MOVED and Councilor McKenney seconded to approve an appropriation of $47,366 from the General Fund Unassigned Fund Balance, and authorize an expenditure in the amount of $6,534 from the Landfill Enterprise Fund, to fund the remaining portion of the Teamsters Local 671 Public Works and Clerical Employees retroactive wage payment for FY 16.

At Town Manager Souza's request, Human Resources Director, Amelia Bliss, and Finance Director, James Bourque, summarized the agenda item.

Councilor Wilkos asked how much funding for anticipated wage increases was returned to the General Fund. Town Manager Souza said that the Town had budgeted slightly more to pay the retroactive wage increases. He estimated that about $120,000 was returned and that roughly $101,000 will be spent on retroactive wage increases for the two contract years as a result of the arbitration award.

Councilor Wilkos explained that this retroactive wage payment issue is the result of the town complying with a mandate that came about from an arbitration award.

Mayor Trinks called for a vote.

Motion Passed 8-0-0 with Councilor Simon not present.

13. RESIGNATIONS AND APPOINTMENTS

Deputy Mayor Terranova MOVED and Councilor Jepsen seconded the following:

- Appointment of James Klase as a Democratic member to the Conservation Commission for a five year unexpired term to expire November 30, 2016 or until a successor is appointed.

- Appointment of Steven Fraysier as a Republican Alternate member to the Inland Wetlands and Watercourses Commission for a four year unexpired term to expire March 31, 2017 or until a successor is appointed.

- Appointment of James Walton as an Unaffiliated member to the Inland Wetlands and Watercourses Commission for a four year term to expire March 31, 2020 or until a successor is appointed.

- Reappointment of Paul St. Amand as a Republican member to the Inland Wetlands and Watercourses Commission for a four year term to expire March 31, 2020 or until a successor is appointed.

- Appointment of Kevin Washington as an Unaffiliated member to the Inland Wetlands and Watercourses Commission for a four year unexpired term to expire March 31, 2018 or until a successor is appointed.

- Appointment of Kevin Washington as an Unaffiliated member to the Library Advisory Board for a three year term to expire April 30, 2019 or until a successor is appointed.

- Appointment of Jill Levine as a Democratic member to the Town Planning and Zoning Commission for a five year term to expire November 10, 2018 or until a successor is appointed.

Motion Passed 8-0-0 with Councilor Simon not present.

14. MINUTES OF PRECEDING MEETINGS

a) Minutes of the October 4, 2016 Regular Town Council Meeting

Councilor Jepsen MOVED and Councilor Jenkins seconded to accept the unapproved minutes of the October 4, 2016 Regular Town Council meeting.

Motion Passed 8-0-0 with Councilor Simon not present.

15. PUBLIC COMMUNICATIONS AND PETITIONS

Bradshaw Smith of 23 Ludlow Road shared his customer service perceptions in and around Windsor.

16. EXECUTIVE SESSION

a) Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee

Councilor Jepsen MOVED and Councilor Jenkins seconded to enter into executive session to discuss the appointment, employment, performance, evaluation, health or dismissal of the Town Manager.

Motion Passed 8-0-0 at 8:24 p.m. with Councilor Simon not present.

Town Manager Souza left Executive Session at 9:31 p.m.

Councilor Jepsen MOVED and Councilor McKenney seconded to leave executive session and to enter regular session.

Motion Passed 8-0-0 at 9:46 p.m. with Councilor Simon not present.

17. ADJOURNMENT

Councilor Jepsen MOVED and Councilor McKenney seconded to adjourn the meeting.

Motion Passed 8-0-0 at 9:47 p.m. with Councilor Simon absent.

Respectfully Submitted,

Jonathan Luiz
Assistant Town Manager