



Council Agenda

**Council Chambers
Windsor Town Hall
June 17, 2019**



7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER – Councilor Govoni
3. PLEDGE OF ALLEGIANCE – Councilor Govoni
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Public Building Commission
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - a) *Approve FY 2019 Year End Purchase Orders (Town Manager)
 - b) *Approve FY 2019 Year End Transfer authority (Town Manager)
 - c) *Approve contract with WPDEA (Town Manager)
 - d) *Approve resolution concerning State Grant application for Clover Street School Roof Project (Town Manager)
 - e) Consider settlement in Grosse vs. Town of Windsor (Town Manager)
13. *RESIGNATIONS AND APPOINTMENTS



14. MINUTES OF PRECEDING MEETINGS

- a) *Minutes of the June 3, 2019 Public Hearing
- b) *Minutes of the June 3, 2019 Regular Town Council Meeting

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

- a) Strategy and negotiations with respect to pending claims and litigation (Grosse vs Town of Windsor)
- b) Strategy and negotiations in respect to collective bargaining (UPSEU - Dispatchers)

17. ADJOURNMENT


★Back-up included

Agenda Item Summary

Date: June 17, 2019

To: Honorable Mayor and Members of the Town Council

Prepared by: Jim Bourke, Finance Director

Reviewed by: Peter Souza, Town Manager 

Subject: Approval of FY 19 Year-End General Fund Encumbrances

Background

Below are FY 19 year-end encumbrances as of June 10, 2019. When goods and services are received and paid for in the next fiscal year, a purchase order must be opened to encumber the funds. By encumbering the funds, the Town Council is formally extending budgetary authority into the next fiscal year for that line item.

Discussion/Analysis

There are five FY 19 General Fund open purchase orders as of June 10, 2019 totaling \$117,775 that are expected to be encumbered. They are as follows:

Town of Windsor FY 19 Year-End General Fund Open Purchase Orders As of June 10, 2019				
Department/Account	P.O. #	Vendor Name	Product / Service Description	Open Amount
<i>Development Services - Economic Dev./General Government - Town Managers Office</i>				
Contractual Services	19321	Planimetrix, LLC	Wilson Property Planning Project	\$11,665
<i>Safety Services - Fire & Rescue Services</i>				
Other Capital Equipment	19309	Firematic Supply Co, Inc.	Hurst Hydraulic Spreader	\$25,850
<i>Safety Services - Fire & Rescue Services</i>				
Other Capital Equipment	19319	Fire Tech & Safety of New England	Thermal Imaging Cameras	\$19,850
<i>Safety Services - Police</i>				
Other Capital Equipment	19329	Milo Range Training Systems	Training Simulator	\$54,910
<i>Public Works & Engineering - Design Services</i>				
Contractual Services	19218	Anchor Engineering Services	Lenox St. Staircase Design	\$5,500
General Fund Total				<u>\$117,775</u>

Other Board Action

The Finance Committee met on June 10, 2019 and recommended that the Town Council approve the FY 19 General Fund open purchase orders as of June 10, 2019 until October 21, 2019.

Recommendations

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

“MOVE that the FY 19 General Fund open purchase orders as of June 10, 2019 be approved until October 21, 2019.”

Attachment


None

Agenda Item Summary

Date: June 17, 2019

To: Honorable Mayor and Members of the Town Council

Prepared By: Jim Bourke, Finance Director

Reviewed By: Peter Souza, Town Manager 

Subject: Approval of FY 19 Year-End Transfers

Background

The Town Council has traditionally granted the Finance Director the authority to transfer up to \$5,000 between service units (offsetting those that have gone over budget with those that have come in under budget) at the end of the fiscal year.

In addition, it is being requested that the Town Council approve the transfer of funds to service units that have gone over the adopted budget by more than \$5,000.

Discussion/Analysis

At this time, there are no service units that are projected to need a year-end transfer by the Finance Director, however, authorization to do so is requested in the event a transfer is needed at year end.

There is one service unit that is projected to go over budget by an amount greater than \$5,000 for FY 19. General Services is projected to be over budget by \$53,500, bringing the total FY 19 General Fund funding to \$14,548,470 versus the adopted budget amount of \$14,494,970. This is mainly due to two reasons:

- 1) A transfer of \$37,000 due primarily to prior year tax refunds as stipulated by the State of Connecticut Superior Court for two property tax assessment appeals.
- 2) A transfer of \$16,500 to the Caring Connection line to provide funding necessary to cover the additional operating loss in FY 19. During FY 20 budget deliberations, the Town Council reduced the requested transfer to the Caring Connection from the General Fund with the understanding that a year-end transfer would be requested to cover the additional FY 19 projected operating loss.

It is recommended that a transfer of \$53,500 be made from the FY 19 Safety Services budget to General Services for these two items as the Safety Services budget is projected to have a \$153,000 year-end balance.

Other Board Action

The Finance Committee met on June 10th to review the year end transfer requests and voted to recommend approval by the Town Council.

Recommendations

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

A) Finance Director Year End Transfer Authority

“MOVE that the Director of Finance be granted authority to make year-end transfers in the General Fund of not more than \$5,000 per Service Unit.”

B) Year End Transfers

“MOVE to approve a transfer of \$53,500 from Safety Services to General Services to fund the projected year end deficit in the tax refund category and the FY 19 Caring Connection operating loss; and that \$16,500 be transferred from General Services to the Caring Connection Adult Day Care Enterprise fund to cover the anticipated FY 19 operating loss.”

Attachments


None

Agenda Item Summary

Date: June 17, 2019

To: Honorable Mayor and Members of the Town Council

Prepared By: Joshua Kelly, Management Analyst
Amelia Bliss, Director of Human Resources

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) will expire on June 30, 2019. Negotiations have largely centered around wages, health insurance plan design changes and clarifications to existing contract language to reflect existing practices. Management and WPDEA have come to an agreement for a contract that runs from July 1, 2019 through June 30, 2021. Members of the employee association have ratified the proposed agreement and the Town Council is now being requested to approve the contract.

Discussion/Analysis

Wages and Salary Schedule

A market study was conducted comparing the current salary ranges for each bargaining unit classification to those in similar sized departments in our geographic area. The proposed wage increases are specific to each classification to bring them in line with the market average. The agreed upon wage changes are:

- Police Officers hired after November 7, 2016 shall receive a one-time payment equal to 1.00% of the minimum of the FY 19 pay range (\$646) in FY 20 and a 2.00% salary increase for FY 21.
- Police Officers hired prior to November 7, 2016 shall receive a 1.00% increase for FY 20 and a 2.00% increase for FY 21.
- Detectives at the maximum step shall receive a one-time payment of 2.00% for FY 20 and a 2.50% salary increase for FY 21.
- Sergeants shall receive a 2.10% increase for FY 20 and FY 21.
- Lieutenants shall receive a 4.00% increase for FY 20 and a 2.50% increase for FY 21.
- The Animal Control Officer shall receive a one-time payment of 2.00% for FY 20 and FY 21.

Scheduling and Operational Changes

The proposed contract includes several language changes to clarify existing practices. These changes include:

- Updating the Union Security language based on a Supreme Court decision related to public sector union fees for employees who choose not to become a member of the union.
- Updating the bid shift times for Detectives.
- Codifying the procedures by which supervisor shift vacancies shall be filled.

- Changing the Washington's Birthday holiday to President's Day, so as to clarify on which day the holiday would be taken.
- Updating position titles and removing references to defunct regulations to keep the agreement current.
- Updating the fitness standard expected of sworn personnel from 50% of the Cooper Standard to 40% to align with the current POST standards.

Health Insurance

The proposed contract includes changes to the health insurance plans including:

- Adding a requirement for prior authorization for physical and occupational therapy after the initial visit and evaluation.
- Eliminating coverage for gastric bypass related procedures and limiting infertility treatment to the state mandated level of coverage.
- Adding prescription drug step therapy prior authorization.
- Eliminating town-provided coverage for domestic partners.

Financial Impact

The cost of the wage increases on a year over year basis are shown below.

WPDEA			
General Wage Increase (without OT, pension, Medicare)			
	% Increase	Wages	Additional cost each year over the prior year
FY 19 Base		4,448,440	
FY 20	1.39%	4,510,340	61,900
FY 21	2.51%	4,623,660	113,320

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, 2019 through June 30, 2021.”

Attachments

WPDEA Collective Bargaining Agreement 7/1/19 to 6/30/21



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

JULY 1, 201~~6~~9 – JUNE 30,
20~~19~~21

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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~~Lieutenant, and Animal Control Officer, including all positions below the rank of ~~Division Commander~~Captain.

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 hired after ~~who are members of the Association upon~~ the effective date of this Agreement must, within thirty (30) days from the date of initial employment, elect whether the employee wished to, 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. Such written authorization shall continue in effect until written notice revoking such authorization is received by the Town.

SECTION 3.3. Deduction Period. Authorized ~~D~~eductions 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, for an employee who has authorized such deductions, 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) from within or outside the Department designated by the Chief of Police. All hearing officers shall be sworn officers.

- a. The Hearing Officer(s) shall receive the Department's report and may ask questions of witnesses;
- b. The effected officer(s) or his/her representative may call and cross-examine 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, 201~~69~~⁹, for Fiscal Year 1~~95-2016~~⁹⁻²⁰¹⁶, each employee shall receive salary increases as follows: ~~hired prior to ratification of this Agreement shall receive a 2.25% salary increase. Retroactive payment shall be on the base salary and department overtime only, and shall not be paid on 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.~~

Police Officers hired between November 7, 2016 and ratification of this agreement shall receive a one-time payment in the amount of 1.00% of FY 2019 Step A.

Police Officers hired prior to November 7, 2016 shall receive a 1.00% salary increase. Each employee at the maximum step shall also receive a one-time payment of 1.00% of the maximum step.

Detectives at the maximum step of the range shall receive a one-time payment of 2.00% of the maximum step.

Sergeants shall receive a 2.10% salary increase.

Lieutenants shall receive a 4% salary increase.

The Animal Control Officer shall receive a one-time payment of 2.00% of the maximum step.

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 July 1, 2017~~20~~ for Fiscal Year ~~17-18~~ 20-21, each employee shall receive salary increases as follows: ~~hired prior to ratification of this Agreement shall receive a 1.75% salary increase. 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.~~

Police Officers shall receive a 2.00% salary increase.

Detectives shall receive a 2.5% salary increase.

Sergeants shall receive a 2.10% salary increase.

Lieutenants shall receive a 2.50% salary increase.

The Animal Control Officer shall receive a one-time payment of 2.00%.

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, for Fiscal Year 18-19 each employee hired prior to ratification of this Agreement shall receive a 2.00% salary increase. 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. 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.~~35~~. Employees hired after ~~ratification of this Agreement~~ November 7, 2016, 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.~~46~~. 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.~~57~~. 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, 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 Patrol Supervisors (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 <u>13:55 to 22:00</u>
Detective 4:	B Squad	14:25 to 22:30 <u>13:55 to 22:00</u>
Detective 5:	Split Squad <u>A Squad</u>	10:55 to 19:00 <u>06:55 to 15:00</u>

The fact that the detective evening shift reporting time is ~~14:25~~ 13:55 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.

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.

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 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.
- 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.

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~~Lieutenants 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. 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:

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
5. Lieutenants

b. Supervisory Overtime will be based on rank seniority, not department seniority.

1. First preference to Sergeants on a scheduled day off
2. Second preference to Sergeants getting off duty.
3. To other Sergeants.
4. To any other available Supervisor.

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

1. A supervisor may be ordered to work on their bidded scheduled days off by reverse seniority only after no other supervisors are available to work.

2. Open C Squad Supervisor shifts not filled voluntarily will be filled by ordering the most junior B-Squad supervisor working the shift prior to work from 2300-0300 and the most junior A-Squad supervisor working the A-Squad after the open C-Squad to work from 0300-0700.

d. 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.. Detective Division On Call / Overtime

1. Detective overtime will be assigned using the Detective Division On Call schedule as outlined in Appendix A
2. 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.. Communications Division Overtime.

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

1. 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
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 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 in accordance with Appendix A.
- g. 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 twelve (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, 2013, longevity 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:

<u>Continuous Years of Full-time Service</u>	<u>Total Annual Longevity Pay</u>
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.

SECTION 11.3. —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 11.43. 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 11.54. 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 church traffic, Shad Derby, and Halloween, where first preference shall go to supernumeraries and traffic safety specialists. 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.

If a Police Officer 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 four (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 (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) and no more than eighteen (18) 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 <u>President's Day</u>	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 or more shall be eligible for Supplemental Sick Leave benefits payable by the Town in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Work Days at 90% of Reg. Pay</u>	<u>Work Days at 2/3 of Reg. Pay</u>
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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 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:

<u>Days Absent</u>	<u>Additional Personal Days Earned</u>
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:

<u>Length of Continuous Service</u>	<u>Earned Vacation Leave</u>
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
8th year up to but not including the 15th year
Beginning the 15th year of service and beyond

.83 days per month
1.25 days per month
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 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 copays as set forth in Appendix D-1.

- c. Anthem Lumenos High Deductible Health Care Plan (High Deductible Plan), per Appendix D-2.
- 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, the Town shall pay 80.5% 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% of the full premium cost.

Effective July 1, 2017, the Town shall pay 80%% 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% of the full premium cost.

Effective July 1, 2018, the Town shall pay 79% 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% 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% 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% of the full premium cost.

Notwithstanding the foregoing, effective July 1, 2018, for employees selecting, or required to select, the Lumenos High Deductible Health Care Plan, the Town shall pay 83% 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% 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. 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. 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. 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.

SECTION 17.7. 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. 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.
- b. 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.

- c. Payment of Premium - The Town shall pay the full premium for each eligible employee.
- d. 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. 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 17.10. 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 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~~ December 5, 2008 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.
 - 2. 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.
 - 3. 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 the POST council's fitness test at the 40% level ~~50% (graduation level) standard~~.
 - 4. 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.
 - 5. 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. 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.
- e. Union Meetings. One (1) Union member shall be allowed to attend a Union related function, i.e., 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 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 20.10 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 20.11. 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 20.12. 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 20.13. 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 20.14. Residency Requirement. There is no residency requirement for employees of this bargaining unit.

SECTION 20.15. 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 20.16. 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 20.17. 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.

SECTION 20.18. 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)~~ General Order 11.20 – Performance Evaluations. ~~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 20.19. 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 20.20. 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 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 six (6) months. Police officers assigned as detectives for up to six (6) months shall be paid the officer's regular rate of pay for the duration of said assignment.

SECTION 20.21 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 20.22 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 20.23. 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
3. The Town retains its contractual rights with respect to probationary employees.

ARTICLE XXI. DESK OFFICER FUNCTION

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

ARTICLE XXII. LIEUTENANT PROMOTION

~~Notwithstanding the provisions of Department Regulation II-B1.2, the~~ 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, 2021~~19~~ 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, C, and D are all incorporated into this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this ~~16th~~ _____ day of

~~November, 2016~~ June, 2019.

FOR WINDSOR POLICE DEPARTMENT
EMPLOYEES ASSOCIATION:

Signed:

Signed:

Signed:

FOR THE TOWN OF WINDSOR:

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
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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

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.

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TOWN OF WINDSOR
POLICE PAY PLAN
EFFECTIVE JULY 1, 2018⁹

PAGE 5
OVERTIME

PAY GRADE	STEP	ANNUAL SALARY	WEEKLY DISTRIBUTION	DAILY DISTRIBUTION	HOURLY DISTRIBUTION	SHIFT RATE
GRADE P1-A	A	65,621	1,261.94	252.39	31.55	378.58
Police Officers hired after ratification - 11/7/2016	B	67,244	1,293.15	258.63	32.33	387.95
<u>Step A increased 1.55% or \$1,000</u>	C	69,973	1,345.63	269.13	33.64	403.69
<u>Step H increases by 2.00% or \$1,707</u>	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	87,079	1,674.60	334.92	41.86	502.38
GRADE P1-B (2.00% <u>1.00%</u>)	A	69,262	1,331.96	266.39	33.30	399.59
Police Officers hired between 3/26/14 and before 11/7/16	B	72,073	1,386.02	277.20	34.65	415.81
	C	74,998	1,442.27	288.45	36.06	432.68
	D	78,042	1,500.81	300.16	37.52	450.24
	E	81,209	1,561.71	312.34	39.04	468.51
	F	84,505	1,625.10	325.02	40.63	487.53
	G	87,934	1,691.03	338.21	42.28	507.31
	H	91,503	1,759.67	351.93	43.99	527.90
GRADE P1-C (2.00%)	A	69,263	1,331.97	266.39	33.30	399.59
Police Officer — hired prior to 3/26/14	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	C	79,365	1,526.25	305.25	38.16	457.87
	D	83,445	1,604.71	320.94	40.12	481.41
Detective (<u>0.00%</u>)	E	87,748	1,687.46	337.49	42.19	506.24
	F	92,284	1,774.69	354.94	44.37	532.41
	G*	96,707	1,859.75	371.95	46.49	557.92

APPENDIX B
TOWN OF WINDSOR
POLICE PAY PLAN
EFFECTIVE JULY 1, 2018⁹

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PAY GRADE	STEP	ANNUAL SALARY	WEEKLY DISTRIBUTION	DAILY DISTRIBUTION	HOURLY DISTRIBUTION	OVERTIME SHIFT RATE
GRADE P3	C	86,894	1,671.04	334.21	41.78	501.31
	D	91,387	1,757.44	351.49	43.94	527.23
Evidence Technician	E	96,112	1,848.30	369.66	46.21	554.49
Sergeant (2.1%)	F	101,111	1,944.44	388.89	48.61	583.33
	G	106,520	2,048.46	409.69	51.21	614.54
GRADE P4	C	97,900	1,882.70	376.54	47.07	564.81
	D	102,992	1,980.62	396.12	49.52	594.19
Lieutenant (4.00%)	E	108,357	2,083.78	416.76	52.09	625.13
	F	114,016	2,192.62	438.52	54.82	657.79
GRADE DW1 - (2.00%) (0.00%)	C	64,760	1,245.38	249.08	31.13	373.61
	D	67,614	1,300.28	260.06	32.51	390.08
Animal Control Officer	E	70,530	1,356.34	271.27	33.91	406.90
	F	73,698	1,417.28	283.46	35.43	425.18

APPENDIX B
TOWN OF WINDSOR
POLICE PAY PLAN
EFFECTIVE JULY 1, 2020

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PAY GRADE	STEP	ANNUAL SALARY	WEEKLY DISTRIBUTION	DAILY DISTRIBUTION	HOURLY DISTRIBUTION	OVERTIME SHIFT RATE
GRADE P1-A	A	66,933	1,287.18	257.44	32.18	386.15
Police Officers hired after 11/7/16 (2.00%)	B	68,589	1,319.02	263.80	32.98	395.71
	C	71,372	1,372.55	274.51	34.31	411.76
	D	74,269	1,428.26	285.65	35.71	428.48
	E	77,283	1,486.22	297.24	37.16	445.87
	F	80,420	1,546.54	309.31	38.66	463.96
	G	83,683	1,609.29	321.86	40.23	482.79
	H	88,821	1,708.09	341.62	42.70	512.43
GRADE P1-B (2.00%)	A	69,262	1,331.96	266.39	33.30	399.59
Police Officers hired before 11/7/2016	B	72,073	1,386.02	277.20	34.65	415.81
	C	74,998	1,442.27	288.45	36.06	432.68
	D	78,042	1,500.81	300.16	37.52	450.24
	E	81,209	1,561.71	312.34	39.04	468.51
	F	84,505	1,625.10	325.02	40.63	487.53
	G	87,934	1,691.03	338.21	42.28	507.31
	H	91,503	1,759.67	351.93	43.99	527.90
GRADE P2	C	81,349	1,564.40	312.88	39.11	469.32
	D	85,531	1,644.83	328.97	41.12	493.45
Detective (2.50%)	E	89,942	1,729.65	345.93	43.24	518.89
	F	94,591	1,819.06	363.81	45.48	545.72
	G*	99,125	1,906.24	381.25	47.66	571.87

APPENDIX B
TOWN OF WINDSOR
POLICE PAY PLAN
EFFECTIVE JULY 1, 2020

PAGE 6

PAY GRADE	STEP	ANNUAL SALARY	WEEKLY DISTRIBUTION	DAILY DISTRIBUTION	HOURLY DISTRIBUTION	OVERTIME SHIFT RATE
GRADE P3	C	88,719	1,706.14	341.23	42.65	511.84
	D	93,306	1,794.34	358.87	44.86	538.30
Sergeant (2.1%)	E	98,130	1,887.12	377.42	47.18	566.14
	F	103,234	1,985.27	397.05	49.63	595.58
	G	108,757	2,091.48	418.30	52.29	627.44
GRADE P4	C	100,348	1,929.77	385.95	48.24	578.93
	D	105,567	2,030.14	406.03	50.75	609.04
Lieutenant (2.50%)	E	111,065	2,135.87	427.17	53.40	640.76
	F	116,867	2,247.44	449.49	56.19	674.23
GRADE DW1 - (0.00%)	C	64,760	1,245.38	249.08	31.13	373.61
	D	67,614	1,300.28	260.06	32.51	390.08
Animal Control Officer	E	70,530	1,356.34	271.27	33.91	406.90
	F	73,698	1,417.28	283.46	35.43	425.18

- APPENDIX C -
RETIREE HEALTH ELIGIBILITY

APPENDIX C

It is agreed between the Town of Windsor and the Windsor Police Department Employee Association 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
- 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);
- 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
- 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 retirement benefits; or
- 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 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~~ Health Plan Change Summary:—

- Prior Authorization -High Cost Diagnostics, Physical Therapy and Rx Plan
- Gastric Bypass procedures
- Domestic Partner coverage
- Infertility Treatment

Town of Windsor Health Plan Comparison

WPDEA EMPLOYEES

Effective: ~~1/1/2017~~ 7/1/2019

	CENTURY PREFERRED	BLUE CARE PLUS I
Costshares	<p>In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p>Copay - \$30 Office Visit, \$35 Specialist, \$125 Emergency Room, \$175 Outpatient Surgery (<u>\$100 ambulatory center</u>), Inpatient \$175 per day \$525 per stay/ \$1575 maximum per calendar year \$75 Urgent Care</p> <p>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</p>	<p>\$30 Office Visit Copay - \$35 PCP/Specialists \$125 Emergency Room Copay \$75 Urgent Care Centers 20% DME, Prosthetics Copay</p> <p>\$175 Outpatient Surgery, (<u>\$100 ambulatory center</u>), Inpatient \$175 per day \$525 per stay/ \$1575 maximum per calendar year</p> <p>Lifetime Maximum In-Network - Unlimited</p>
Preventive Care		
Pediatric	<p>No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered according to age-based schedule</p>
Adult	<p>No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered according to age-based schedule</p>
Vision	<p>\$35 Copay Covered once every two years Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered once every 24 months</p>
Hearing	<p>No Copay Covered once every two years as part of routine exam</p>	<p>No Copay Screening part of physical exam</p>
Gynecological	<p>No Copay Covered once per year Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered once every year</p>
Medical Services		
Medical Office Visit	<p>\$30-PCP, \$35 Specialist Copay Out of Network - subject to deductible and co-in</p>	<p>\$30 Copay - PCP \$35 Copay - Specialist</p>
Outpatient PT/OT/ST/Chiro	<p>\$20 Copay 50 Combined visits per member per calendar year (for PT/OT/Chiro)</p>	<p>\$35 Copay Unlimited visits subject to medical necessity</p>
Allergy Services	<p>\$35 Copay for office visits and testing No copay for injections 80 visits in 3 years Out-of-Network deductible and coinsurance</p>	<p>\$35 Copay for office visits and testing No copay for injections maximum benefit - 60 visits in 2 years</p>
Diagnostic Lab & X-ray	<p>Covered Out-of-Network deductible and coinsurance High Cost Diagnostics/Imaging(non-emergency) \$50/event, Max. \$350/year</p>	<p>Covered High Cost Diagnostics/Imaging(non-emergency) \$50/event, Max. \$350/year</p>
Inpatient Medical Services	<p>Covered Out-of-Network deductible and coinsurance</p>	<p>Covered</p>
Surgery Fees	<p>Covered Out-of-Network deductible and coinsurance</p>	<p>Covered</p>
Office Surgery	<p>Covered</p>	<p>Covered</p>
Outpatient Mental Health/ Substance Abuse	<p>\$35 Copay Out-of-Network deductible and coinsurance</p>	<p>\$35 Copay</p>
Emergency Care		
Emergency Room	<p>\$125 Copay (waived if admitted)</p>	<p>\$125 Copay (waived if admitted)</p>
Urgent Care	<p>\$75 Copay Urgent Care Network must be utilized for coverage</p>	<p>\$75 Copay Urgent Care Network must be utilized for coverage</p>
Ambulance	<p>Covered</p>	<p>Covered</p>

Town of Windsor Health Plan Comparison

WPDEA EMPLOYEES

Effective: ~~1/1/2017~~ 7/1/2019

	CENTURY PREFERRED	BLUE CARE PLUS I
Inpatient Hospital	Pre-certification required	All hospital admissions require pre-cert
General/Medical/ Surgical/Maternity (Semi-private)	Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	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, Step Therapy	Retail 30 day \$10 generic/ \$25 form. brand/ \$45 nonform. brand Mail Order \$20generic/\$50 form. brand/\$90nonform. Brand, Prior Authorization & DQM, Step Therapy



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 2019, contributions can be made to your HSA up to the following:

\$3,500 individual coverage
\$7,000 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:

Future Moms
Online Wellness Toolkit
Enroll in ConditionCare
Graduate from ConditionCare

You can earn this in your HSA:

up to \$200
up to \$150
\$100
\$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:

\$5,000 individual coverage
\$6,850 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.

Out-of-Network Providers:

\$5,000 individual coverage
\$10,000 family coverage

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

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. Each subscriber or spouse/domestic partner can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Online Wellness Toolkit: Each subscriber and spouse/domestic partner can earn up to \$150 each year. Members earn a \$50 incentive at each 100, 200 and 300 point milestone. Your employees can quickly achieve their first milestone of 100 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 subscriber and spouse/domestic partner 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) Each subscriber and spouse/domestic partner 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

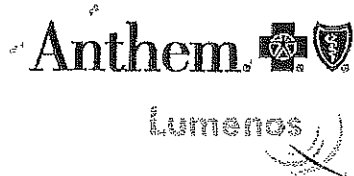
Office Visits after age 18; including preventive vision exams.

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

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



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)

\$10 Tier 1 copayment
\$25 Tier 2 copayment
\$40 Tier 3 copayment

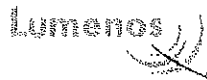
Mail Order (90 day supply)

\$10 Tier 1 copayment
\$50 Tier 2 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.

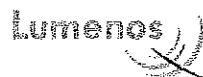
If you have questions, please call toll-free 1-888-224-4896.



Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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

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.
4. Effective 8/1/19, or as soon as practicable after ratification of this agreement, the town shall implement Step Therapy – before an Rx is authorized for specialty medication, the prescriber is asked questions to ensure other medications in the same drug classification have been found to be ineffective (generic, preferred brand). This ensures clinically appropriate use of specialty medications. If other medications in the same drug classification have not been used and found to be ineffective, this may be required prior to receiving authorization for non-preferred or specialty medications.

Effective 7/1/19, or as soon as practicable after ratification of this agreement, the town shall implement the following changes:

1. Physical and Occupational Therapy Services – After the initial outpatient therapy visit and evaluation, future visits will require prior authorization.


2. Reduce copay for outpatient surgery from \$175 to \$100 when performed at an in-network ambulatory surgery center.
3. Remove initial, adjustment, or revision gastric bypass procedures from covered benefits This includes, but is not limited to, and is subject to medical guidelines updates from the medical administrator, full or partial gastroenterostomy, gastroplasty, gastroenterostomy and/or placement/adjustment/removal of gastric bands.
4. Domestic partners are no longer eligible for insurance benefits under the Town of Windsor's benefit plans.
5. The health and prescription benefit plans will limit infertility treatment to the state mandated benefit.

Agenda Item Summary

Date: June 17, 2019

To: Honorable Mayor and Members of the Town Council

Prepared By: Robert A. Jarvis, P.E., Director of Public Works/Town Engineer

Reviewed By: Peter Souza, Town Manager 

Subject: Partial Roof Replacement at Clover Street School – Request for Grant Funding

Background

A 7,000 square foot portion of the roof at Clover Street Elementary School, over the Nurse, Staff Office, and corridor along the cafeteria, is leaking and is in need of replacement. At its meeting of January 22, 2019, Council authorized the appropriation of \$10,000 for design funding and on April 24, 2019 approved several resolutions related to applying for a partial State reimbursement grant. At this time, final design is substantially complete and a resolution related to project funding is required to complete the grant application package.

Discussion/Analysis

The design of the project is substantially complete. The architect's project cost estimate based on meeting all of the State's construction specifications is \$195,000 including a 5% project contingency. This is higher than the original quotes received in the winter which were based on a 'replace in kind' scope of work. After completing additional field condition assessments, the design engineer recommended adding additional insulation under the roof membrane to create greater pitch to direct water to the roof drainage system. The design also calls for additional metal flashing to prevent water from getting under the new roof.

The Board of Education staff is in the process of applying for a reimbursement grant to partially fund the construction of the repairs. Staff is respectfully requesting the Town Council approve a motion that appropriates the full estimated project cost. This action will allow for the grant application to be completed upon approval of the meeting minutes reflecting such action.

Other Board Action

The Board of Education held a Special Meeting on Tuesday, April 23rd to approve resolutions related to this project.

Financial Impact

The estimate for the roof replacement cost is \$195,000. It is proposed the General Fund Unassigned Fund Balance be used to fund the project. The estimated state grant reimbursement would be 48%, or approximately \$94,000.

Recommendations

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

“MOVE, to appropriate \$195,000 from the General Fund Unassigned Fund Balance for the Clover Street School Partial Roof Replacement Project.”

Attachments

None

Certification

I hereby certify that there is \$195,000 in the General Fund, Unassigned Fund balance to fund the above appropriation.

_____

James Bourke
Finance Director

**Town Council
Resignations/Appointments/Reappointments
June 17, 2019**

Resignations

None

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

None

Names submitted for consideration of appointment

None



**TOWN COUNCIL
COUNCIL CHAMBERS
WINDSOR TOWN HALL
June 3, 2019
Regular Town Council Meeting
UNAPPROVED MINUTES**

1) CALL TO ORDER

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

Present: Mayor Donald Trinks, Deputy Mayor Jody Terranova, Councilor Nuchette Black-Burke, Councilor James Govoni, Councilor Donald Jepsen, Councilor Joseph McAuliffe, Councilor Richard O'Reilly, Councilor Michael Tustin and Councilor Kenneth Wilkos.

2) PRAYER

Councilor Black-Burke led the group in prayer.

3) PLEDGE OF ALLEGIANCE

Councilor Black-Burke led the group in the Pledge of Allegiance.

4) PROCLAMATIONS AND AWARDS – None

5) PUBLIC COMMUNICATIONS AND PETITIONS - None

6) REPORT OF APPOINTED BOARDS AND COMMISSION

a) Board of Education (BOE)

Leonard Lockhart, President, thanked the Council and town staff for their support of the Board of Education and reported the following:

- The district's initiative to develop a profile of a Windsor High School graduate resulted in over 700 log-ins and completed surveys from community members. The results of the thought exchange will be shared at a later date as there was a lot of feedback.
- The Windsor High School Art Show was held on May 29 and numerous students will be recognized for their work at the BOE's regular meeting on June 18.
- Windsor High School Graduation will be held on June 13 at the Bushnell.
- Eight grade graduation will be held on June 14.

Councilor O'Reilly thanked Mr. Lockhart for his report and asked what summer school will be like this year. Mr. Lockhart responded that it will be similar to last year and that tier three

students will have priority over the 120 spots, but others can attend if space allows. Councilor O'Reilly asked if it costs money. Mr. Lockhart responded that it does at the high school level, but not for younger grades.

b) Historic District Commission – None.

7) TOWN MANAGER'S REPORT

Dog Licenses

June is dog licensing month and dog owners are reminded to purchase a new license by June 30th. By state law, dogs six months of age or older must be licensed annually. All dogs must be vaccinated against rabies and owners must submit a current rabies certificate to the Town Clerk's office when licensing their dog. The license fee for dogs that are neutered or spayed is \$8.00 and the fee for dogs that have not been altered is \$19.00.

As a reminder, residents have the option of renewing their dog's license on-line. To learn more about on-line payments, please visit our website at www.townofwindsorct.com.

Dogs not licensed in June will be charged a penalty of \$1.00 per month thereafter. For information call 860-285-1902.

Welch and Goslee Pools Open June 15, 2019

Summer pool passes are available for purchase at the Recreation office or you can purchase a pool pass at Welch or Goslee pool starting June 15. Summer pool passes are valid at either Goslee or Welch pool during any of the Recreational Swim, Family or Lap swim hours. Season passes are \$60.00 per family, \$35 for an adult individual or \$25 for a child or senior individual pass. Both pools open Saturday, June 15. For more information call 860-285-1990.

Upcoming Rail Crossing Work at Pierson Lane and Hayden Station Road

Amtrak has scheduled work on the rail crossing at Pierson Lane and Hayden Station Road for this month.

Both roads will be closed and traffic will be detoured.

Hayden Station Road

Construction will begin on Friday, June 7 at 8:00 p.m. and last until 3:00 p.m. on June 10.

Pierson Lane

Construction will begin on June 21 at 8:00 p.m. and last until 3:00 p.m. on June 24.

Amtrak is coordinating the traffic detours with police, fire and EMS agencies as well as local school districts.

Councilor Govoni asked about detours during the railroad crossing work. Town Manager Souza responded that detours will be requested that include plenty of signage.

8) COMMUNICATIONS FROM COUNCIL MEMBERS

Councilor O'Reilly – None.

Councilor Wilkos – None.

Councilor Black-Burke – None.

Councilor Govoni spoke about speeding concerns on Poquonock Avenue. Town Manager Souza stated that any resident that would like yard signs to slow down traffic in their area can contact the town's engineering office.

Councilor McAuliffe – None.

Councilor Tustin – None.

Deputy Mayor Terranova – None.

Councilor Jepsen – None.

Mayor Trinks – None.

9) REPORTS OF STANDING COMMITTEES

Personnel Committee – Councilor O'Reilly stated that committee items will be covered during agenda item 13.

Health & Safety Committee – None.

Finance Committee – Deputy Mayor Terranova stated that the committee will be meeting on Monday, June 10, 2019 to go over year-end business.

Special Projects Committee – None.

Town Improvements Committee – Councilor McAuliffe stated that it will be addressed during agenda item 11.

10) ORDINANCES – None

11) UNFINISHED BUSINESS

a) Approve proposed Facilities Naming Policy

MOVED by Deputy Mayor Terranova, seconded by Councilor Jepsen, that the attached Naming Policy for Public Buildings and Facilities be approved.

The proposed policy outlines basic naming principles, a process by which the Town Council would designate by resolution, the names of town facilities including school buildings, naming

of particular features of a building or park, along with parameters for renaming facilities and corporate sponsorships or naming rights.

As proposed, the Town Council would approve the naming of municipal property, buildings, parks and school buildings. The Board of Education would be responsible for approving the naming of any interior spaces and amenities inside school buildings.

Councilor O'Reilly noted that there was healthy discussion around this subject and he feels it is a strong policy.

Councilor Jepsen stated that he liked the change about the Board of Education. He brought up various concerns regarding permanency that resulted in an amendment to the policy requiring a two-thirds majority vote in order to name or change the name of a facility.

Councilor Jepsen inquired about the percentages required of individual and corporate sponsors. Town Manager Souza stated that there are no standard percentages, but research was done and surrounding communities use similar numbers.

Councilor O'Reilly expressed his opposition to the two-thirds majority change. He feels that future councils should not have to be bound by old policy if they wish to change the names of things as time goes on.

Councilor Govoni asked if the policy should outline how the signs would be created and maintained, specifically if it would be the responsibility of the town or the donors.

MOVED by Councilor Wilkos to amend the naming policy so that in order to name, or change the name of a building or space, a two-thirds majority of the vote will be required.

Deputy Mayor Terranova and Councilor Jepsen accepted the amendment.

Motion Passed as amended 9-0-0

b) Approve proposed Capital Improvement Program for Fiscal Years 2020-2025

MOVED by Deputy Mayor Terranova, seconded by Councilor Wilkos that the proposed FY 2020-2025 Capital Improvements Plan be approved as presented.

The 6-year CIP provides a means for coordinating and prioritizing the capital project requests of various departments and agencies. The information that the CIP provides regarding the short-term and long-term financial impacts of undertaking projects enables policy makers to balance town priorities with the town's financial capability to pay for desired projects.

Historically, Windsor has adhered to recommended best practices in order to maintain a debt burden that is in line with available resources. Windsor holds its total debt service requirement to within 8% of total operating expenditures. This is consistent with recommendations from bond rating agencies that debt service be held to within 5% to 15% of the total operating budget.

In recent years, borrowing has been structured to allow for the relatively quick retirement of outstanding debt.

The debt service ratios are inclusive of the voter approved Public Safety Complex project and the town-wide radio system, as well as the other potential referendum projects in the CIP. The financing assumptions used to calculate the debt service ratios include a combination of both long-term general obligation bonds and short-term notes. As a result of this, the debt service ratios are projected to not exceed the 8% policy goal in any year of the CIP.

Town Manager Souza noted that most of these projects will come back to the Council for bonding authorization or cash appropriation, so this document is used as a plan.

Councilor Govoni asked if the sidewalk and curb replacement is necessary due to storm damage. Town Manager Souza responded that the majority of it is not.

Councilor Wilkos noted that this is a working document and things can be pushed further away or accomplished sooner based on necessity. This is the most accurate information available as of now.

Councilor Jepsen noted seeing two projects that will require voter approval and asked what dollar amount is required. Town Manager Souza responded that it is close to \$3,000,000; 3% of our levy which is over \$90,000,000.

Councilor Jepsen asked if we are required to hold a referendum when state or federal money will cover a large amount of the cost. Town Manager Souza responded that it depends if and how the money flows through the town.

Motion Passed 9-0-0

12) NEW BUSINESS

- a) Approve applications for submittal under the Neighborhood Assistance Act Tax Credit Program

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova that the attached resolution approving applications for participation in the Neighborhood Assistance Act Tax Credit Program being administered by the Connecticut Department of Revenue Services be approved.

The Neighborhood Assistance Act (NAA) Tax Credit Program, established by the Connecticut General Assembly, offers non-profit and municipal organizations an opportunity to enhance their fundraising capabilities by offering tax credits to eligible corporations. Corporate donors receive a tax credit against their state corporate tax liability in an amount equal to 60% of their contributions or, in the event the proposed activity is an eligible energy conservation project, equal to 100% of their contribution. All applications are subject to approval by the local

governing body, subsequent to a requisite public hearing to allow for public comment. Applications are ultimately reviewed by the Connecticut Department of Revenue Services as well.

The program has several statutory limitations, including the following:

- Businesses are limited to a tax credit of \$150,000 annually
- Non-profits may receive up to \$150,000 in contributions annually
- The minimum contribution on which a tax credit may be granted is \$250
- The program has a \$5,000,000 overall cap, which if exceeded, results in proration of approved donations

The applications received this year include the following:

<u>Applicant</u>	<u>Request</u>	<u>Activity</u>
Windsor Police Cadets, Inc.	\$ 18,500	2019 Program Sponsorship
St. Damien of Molokai Parish Corp,	\$ 150,000	2019 Energy Conservation D/B/A Gabriel School Program

Councilor Jepsen asked about eligibility of the donors. Town Manager Souza stated that he assumes the state would handle any issues with meeting income liabilities on an individual basis.

Motion Passed 9-0-0

b) Approve tax suspense list

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova that \$170,561.06 motor vehicle, supplemental, and personal property taxes be transferred to the Suspense Tax Book from the following respective Grand List years.

OCTOBER 1, 2014 - \$ 199.34

OCTOBER 1, 2015 - \$ 170,361.72

In accordance with Connecticut State Statutes §12-165, the Suspense List must be submitted annually to the Town Council. This list consists of motor vehicle, supplemental, and personal property taxes on the 2015 Grand List that are considered not collectable. Also included is one account from a prior Grand List which was added on after its respective list had been suspended and is still showing as an active account.

Various methods of collection have been pursued and all vehicle registrations have been reported to the Motor Vehicle Department. Transferring these bills to the suspense book does not mean we cannot collect if the taxpayer appears or is found through further efforts. However, this transfer presents a more accurate picture of the town's accounts receivable at this time.

Councilor Govoni asked how many years the motor vehicle taxes can be active before they are added to the suspended list. Cathy Elliott, Tax Collector, responded that come July 2018, years 2016, 2017, 2018 are active accounts and any prior years would be moved to the suspended list.

Councilor Jepsen asked if these numbers reflect the interest charges. Ms. Elliott responded that they do not include interest, those just reflect the base tax amounts. She added that 18% is added annually to past due accounts.

Motion Passed 9-0-0

13) RESIGNATIONS AND APPOINTMENTS

MOVED by Councilor O'Reilly, seconded by Councilor Jepsen to:

- APPOINT Kathryn Roby as a Democratic member to the Commission on Aging & persons with Disabilities for a three year unexpired term to expire January 31, 2020 or until a successor is appointed.
- APPOINT Brian Canoni as a Republican member to the Conservation Commission for a five year term to expire November 30, 2024 or until a successor is appointed.
- REAPPOINT Charles Jackson as a Republican member to the Hartford Area Cable Television Advisory Council for a two year term to expire June 30, 2020 or until a successor is appointed.
- REAPPOINT Marlene Towers as a Republican member to the Inland Wetlands and Watercourses Commission for a four year term to expire March 31, 2023 or until a successor is appointed.
- APPOINT Melissa Richards as a Democratic member to the Youth Commission for a three year unexpired term to expire September 30, 2020 or until a successor is appointed.
- REAPPOINT Russell Sills as an Unaffiliated member to the Youth Commission for a three year term to expire January 30, 2022 or until a successor is appointed.

Motion Passed 9-0-0

14) MINUTES OF PRECEEDING MEETINGS

- a) Minutes of the May 20, 2019 Regular Town Council meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to approve the unapproved minutes of the May 20, 2019 Regular Town Council meeting as presented.

Motion Passed 9-0-0

15) PUBLIC COMMUNICATIONS AND PETITIONS - None

16) EXECUTIVE SESSION - None



17) ADJOURNMENT

MOVED by Councilor Wilkos, seconded by Councilor O'Reilly to adjourn the meeting at 8:21 p.m.

Motion Passed 9-0-0

Respectfully Submitted,

Erin Rand
Clerk of the Council