

**AGREEMENT**

**BETWEEN**

**TOWN OF COVENTRY**

**AND**

**UNITED PUBLIC SERVICE EMPLOYEES UNION/  
CONNECTICUT ORGANIZATION FOR PUBLIC SAFETY DIVISION  
("UPSEU/COPS")**

**(Coventry Police Department)**

**July 1, 2017 - June 30, 2019**

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## **AGREEMENT**

**between**

**TOWN OF COVENTRY**

**and**

**UNITED PUBLIC SERVICE EMPLOYEES UNION/  
CONNECTICUT ORGANIZATION FOR PUBLIC SAFETY DIVISION  
("UPSEU/COPS")**

This Agreement entered into by and between the TOWN OF COVENTRY, hereinafter referred to as the "Town" or the Employer", and United Public Service Employees Union/Connecticut Organization for Public Safety Division ("UPSEU/COPS") hereinafter referred to as the "Union."

### **ARTICLE 1 RECOGNITION**

- 1.0 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all regular full-time sworn police officers recognized by the Police Officer Standards and Training Council, records clerk-dispatcher, and clerk dispatcher/community service officer positions of the Coventry Police Department scheduled to work twenty (20) or more hours per week, except the Chief of Police, the Police Chief's confidential administrative assistant, supernumerary and auxiliary employees. Whenever he or she appears, these words shall mean both male and female.

### **ARTICLE 2 UNION SECURITY**

- 2.0 Payment of either the Agency Fee or Union dues as set forth below shall be a condition of employment.

The Union agrees that it will not request the Employer to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the agency service fee as provided in Section 2.1, below, or the Union dues and uniform assessments levied against all Union members, and as set forth in Section 2.1 hereof. The Union agrees to deliver a notice in writing to the Employer and to the employee when an employee is in default in the payment of his agency service fee or Union dues or assessments. Any such request by the Union that the Employer

discharge or suspend such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of such notice to the Employer and to such employee. The tender to the Union of the amount of the delinquency within such thirty (30) day period shall automatically and fully cure the default of such employee and the Union shall, upon receipt of such remittance, promptly notify the Employer thereof. Failure by the employee to cure such default within such time shall conclusively be presumed to be just cause for immediate dismissal or suspension as so requested by the Union and the Employer shall take all steps necessary to dismiss or suspend said employee.

2.1 Every employee covered by this Agreement must, for the life of this Agreement after the grace period described in Section 2.2 below, satisfy an obligation to the Union as the unit's exclusive bargaining representative. Under this Agreement, employees must choose one of the ways of satisfying this obligation, as described below. Every employee has the right to make this choice free of interference, restraint or coercion:

A. Full Union Membership: The employee chooses to join the Union as a full member, is subject to all rights and duties accorded members, and, as a condition of employment, must pay the uniform periodic dues charged by the Union;

B. Agency Fee Payer: The employee does not become a full member of the Union, and thus is not entitled to the full range of rights and duties of Union membership, however, this employee must as a condition of employment pay an agency fee, which is the portion of dues and fees used by the Union for collective bargaining, contract administration and grievance adjustment. By choosing agency fee payer, the employee informs the Union that he/she objects to the Union's spending part of the dues and fees collected under this Agreement for activities not germane to its role as the exclusive bargaining representative; this employee must, as a condition of continued employment, pay the percentage of fees and uniform, periodic dues used for activities germane to the Union's status as the Union's exclusive bargaining representative. The Union must provide this employee with information about its expenditures and this employee may challenge the Union's information.

The Employer agrees to deduct from the pay of each of its employees who authorizes in writing such deduction from his or her wages, such membership dues, initiation fees and/or agency fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof, and the authorization shall renew itself from year to year. The Union shall notify the Employer in writing, of the amount of dues, initiation fees and agency fees to be deducted. The Union shall provide written notice of any change in these amounts at least 30 days in advance.

2.2 Each employee covered by this Agreement, who is not a full member of the Union on the effective date of this Agreement (or hire date, if applicable), has the right to a "grace period" of twenty-nine (29) days in which to choose his/her status. Thus:

- A. For all employees who are in the unit and are not full Union members on the effective date of this Agreement (or the Agreement's date of execution, whichever is later), their chosen status, and their obligation to pay dues and fees, shall begin on the thirtieth (30th) day after the effective date of this Agreement (or the Agreement's date of execution, whichever is later).
- B. For all new employees who are hired into the unit during the Agreement's life and are not full Union members on the date of hire, their chosen status, and their obligation to pay dues and fees shall also begin on the thirtieth (30th) day after their date of hire (or the Agreement's date of execution, whichever is later).
- 2.3 Employees in the Union who are full Union members on this Agreement's effective date or, if hired during this Agreement's life, on their date of hire, do not receive the grace period. For these full Union members, their obligation to the Union is continuous and is not affected by this Agreement, although they are free to change their status.
- 2.4 Employees may elect to change their chosen status upon appropriate written notice to the Union once per year in the month of June. Such change will take effect in the first pay period in August.
- 2.5 Deductions as specified in this Article for any month shall be made during the first payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the last day of the month.
- 2.6 The Union agrees to indemnify and save harmless the Employer from and against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article once the deductions have been remitted to the Union.
- 2.7 Continuous and uninterrupted service by the Employer and its employees to the citizens, and orderly collective bargaining relations between the Employer and its employees, being essential considerations of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall be no strikes, picketing, boycotting, work stoppages, sit-downs, or slow-downs of work, or any concerted refusal to render services or to work, including overtime, or any other curtailment or restriction of work at any time during the term of this Agreement. The Employer agrees that there will be no lockout of any of its employees during the life of this Agreement.
- 2.8 The Employer will place a bulletin board in an accessible but not public place for the exclusive use of the Union, and will provide each employee with a copy of this

Agreement within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire.

- 2.9 The Union may designate not more than four (4) of its members as official representatives for the processing of grievances, participation in contract negotiations, and for other purposes related to this Agreement. Not more than two (2) of these representatives shall be designated as Stewards and two as Assistant Stewards. At least one Steward or Assistant Steward shall be designated from among non-uniformed members. In the absence of a designated Steward, an Assistant Steward may act in his or her stead for the Union. The Union shall submit to the Town Manager in writing the names and terms of the Stewards and Assistant Stewards designated by the Union. Not more than two (2) of the designated Union representatives may participate in any grievance, negotiation or other matter relating to this Agreement at any one time.
- 2.10 Subject to the sole discretion and approval of the Chief of Police, no more than two (2) members of the Union shall attend a convention, conference, or training session of UPSEU/COPS without a loss of pay.

### **ARTICLE 3 GENERAL**

- 3.0 The Employer shall provide uniformed employees with appropriate uniforms including, for patrolmen, a reasonable supply of both winter long-sleeve shirts, summer short-sleeve shirts, winter and summer trousers, winter coats, gloves, raincoats, spring jackets, neckties, and storm boots. The Employer shall replace or repair any part of said uniform when necessary, provided such necessity is the result of normal use or is caused by activities arising in the course of the employee's duties as determined by the Chief. The Employer shall pay the cost of cleaning employees' uniforms and the Detectives' plain clothes worn during the course of duty.

Officers assigned to plainclothes duty for ninety (90) days or more shall receive a clothing allowance of one hundred twenty-five dollars (\$125) for each ninety (90) day period.

Probationary employees will be reimbursed for fifty percent (50%) of the cost of recruit uniforms at the police academy. This cost will be limited to sweat shirts, sweat pants, shorts, hooded sweat shirts, khaki trousers and shirts and any other items that pertain to the recruit. Regular uniforms and equipment will be supplied by the Department.

The Town will purchase a ballistic vest for each new hire upon graduation from POST. In addition, the Town will contribute up to a maximum of seven hundred and fifty dollars (\$750) each, toward the purchase of up to five (5) ballistic vests, annually. Purchase priority will be given to those whose vests have been (1) compromised by an

action or situation during working hours or (2) oldest. All vests purchased must be NIJ approved and used consistent with the Department's mandatory wear policy. Within 60 days following the implementation of this Agreement, the Chief and the Union President or their designees shall meet and agree on a schedule for the purchase and replacement of vests. Thereafter, on an annual basis, the parties shall meet and review the schedule and any necessary adjustments thereto.

The Town will reimburse up to one hundred dollars (\$100.00) annually for black dress boots for each sworn police officer and appropriate boots for the Community Service Officer.

- 3.1 Watches of sworn police officer employees damaged or destroyed in the line of duty shall be replaced or repaired at the expense of the Employer, not to exceed one hundred dollars (\$100.00) each, when approved by the Chief. Eyeglasses or dentures of sworn police officer employees damaged or destroyed in the line of duty shall be replaced or repaired at the expense of the Employer, not to exceed three hundred dollars (\$300.00) each, when approved by the Chief. Notification must be made to the Chief of Police within three (3) business days of damage or destruction of an item in the line of duty.
- 3.2 Automobiles purchased after the effective date of this Agreement for purposes of police patrol shall be equipped with air conditioning and Anti-Lock Brake Systems (ABS).
- 3.3 The Employer agrees to deduct from the wages of employees each pay period an amount designated by the employee, in writing, on a form supplied by a Credit Union. The Employer shall forthwith remit said deductions to the Credit Union office.
- 3.4 The Chief of Police and the Union shall meet quarterly to review the needs for new equipment or practices leading to better public services. This section shall in no way be construed to mean that such discussion will be binding upon the Chief of Police.
- 3.5 All departmental vehicles shall be washed, waxed, and the interior cleaned commercially three (3) times a year. In the event of a human bodily fluid exposure or an exposure to other hazardous materials, the involved vehicle will be immediately taken off-line and cleaned and disinfected commercially. If a vehicle is taken off-line and cleaned accordingly, this shall be considered the vehicle's cleaning for the trimester.
- 3.6 The Town shall institute a performance evaluation system for all department employees. Each employee of the Coventry Police Department shall receive a performance evaluation in the first quarter of each year. The Chief of Police shall designate appropriate individuals to conduct evaluations for each member of the bargaining unit. The performance evaluation shall be completed on the prescribed department performance evaluation form which is attached hereto as Appendix B. The Chief of Police shall have the right to implement a new department performance evaluation form

or system with thirty (30) days' advance notice to the Union President. The Chief and the Union shall meet and agree on the new form or system prior to implementation within such thirty (30) day time-period referenced above.

- 3.7 a. The Coventry Police Department encourages its employees to undergo physical examinations in accordance with the age based health insurance schedules, and pursue a program of exercise to ensure good health and fitness through the Town's health insurance coverage.
- b. All sworn employees are responsible for maintaining a level of health and fitness sufficient to enable them to safely and effectively perform all aspects of the job of police officer as stated in job descriptions and job task analyses. This includes, but is not limited to, the ability to load and discharge a firearm; effect a forcible arrest, including skills necessary for defense tactics, ASP, TASER and OC spray training; perform CPR; climb stairs; sit and stand for prolonged periods; verbally communicate face-to-face and via radio and telephone and hear and understand such communication; safely operate a motor vehicle, including under conditions of darkness; write and type; read hard-copy printed text and text on a computer monitor and the ability to bend or stretch sufficiently to assist a fallen person or conduct a search of a vehicle or area.
- c. The Chief of Police may require an officer to submit to a medical or psychological examination in order to determine fitness for duty; such examinations shall be provided at no cost to the employee.
- 3.8 a. Officers may engage in off-duty employment subject to the following limitations: (1) Such employment shall not interfere with the officer's employment with the Department, (2) Officers shall submit a written request for off-duty employment to the Chief whose approval must be granted prior to engaging in such employment, and (3) Officers shall not engage in any employment or business in violation of Federal or State laws.
- b. Approval may be denied or revoked where it appears that the outside employment might (1) render the officer unavailable during an emergency, (2) physically or mentally exhaust the officer to the point the performance might be affected, (3) require that any special consideration be given to the scheduling of the officer's regular duty hours, or (4) bring the Department into disrepute or impair the operation or efficiency of the Department or officer.
- 3.9 The Town shall implement and all employees of the Coventry Police Department shall comply with the substance abuse testing program set forth in Appendix A.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.0 The Employer has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working force, including but not limited to, the following:
1. To determine the organization and standards of Town services and to manage its operations.
  2. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.
  3. To establish or continue policies, practices and procedures for the conducting of Town business and, from time to time, to change or abolish such policies, practices or procedures.
  4. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem necessary and advisable for the efficient operation of the Town.
  5. To establish or discontinue processes or operations or to establish or discontinue their performance by employees.
  6. To determine the standards of selection for employment, and to select and determine the number of and types of employees required or necessary to perform the Town's operations.
  7. To employ, direct, schedule, assign, evaluate, suspend, discharge, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town.
  8. To establish or amend and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
  9. To determine the content of job classifications and ensure that incidental duties connected with the Town operations, whether enumerated in job descriptions or not, shall be performed by employees.
  10. To fulfill all of the Town's legal responsibilities.

11. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as in the exercise of these rights there is alleged to occur a violation of one or more other sections of this Agreement.

## **ARTICLE 5 HOURS OF WORK, OVERTIME, AND HOLIDAY PAY**

5.0 The Chief of Police may eliminate the current schedule of twelve (12) hour shifts and impose a ten (10) hour shift. Further the Chief may institute an eight-hour schedule for one (1) sergeant position. The Chief shall give forty-five (45) days' notice to the Union in the event the Chief implements these changes. All employees will be allowed a thirty (30) minute lunch break during working hours as assigned by the Chief of Police, whenever possible.

Any waiver in connection with a different work schedule shall be subject to agreement by the Union.

5.1 Time and one-half (1-1/2) shall be paid for:

a. All hours worked in excess of the employee's normally scheduled shift without duplication or pyramiding.

b. Appearance in court, outside of the regular working hours for which an employee will receive a minimum of three (3) hours. Notwithstanding the foregoing, sworn police officers subpoenaed to appear in connection with school expulsion hearings or related proceedings shall receive a minimum of two (2) hours.

5.2 A sworn officer who works on a holiday designed in Article VI, Section 6.0 shall be paid double time for all work performed on said holiday, plus regular holiday pay.

The Community Service Officer who works on a holiday designated in Article VI, Section 6.0 shall be paid double time for all work performed on said holiday, plus regular holiday pay. The Community Service Officer who is scheduled to work on a holiday, but requests and receives the day off shall have the leave time charged as a holiday. Said Community Service Officer shall receive no additional pay for the holiday. Should a holiday fall on the Community Service Officer's regular day off, said employee shall be entitled to holiday pay. The regular work week of the Community Service Officer between September 30<sup>th</sup> and May 1<sup>st</sup>, inclusive, shall be

five (5) consecutive days, Tuesday through Saturday. The regular work week of the Community Service Officer between May 2<sup>nd</sup> and September 29<sup>th</sup>, inclusive, shall be five (5) consecutive days, Wednesday through Sunday.

Dispatchers and Clerical Employees shall have the option to receive the holiday time off or to work the holiday at the employee's regular rate of pay and, thereafter, be credited with an eight (8) hour floating holiday. If these positions are called into work, they shall be entitled to be paid double time for hours worked in addition to the holiday pay.

A sworn officer who is scheduled to work on a holiday, but requests and receives the day off shall have the leave time charged as a holiday. Said employee shall receive no additional pay for the holiday. Should the holiday fall on the employee's regular day off, said employee shall be entitled to holiday pay.

- 5.3 When an employee is called back to work after he or she has gone home from his or her regularly scheduled day, he or she shall be paid a minimum of three (3) hours pay with the option of working four (4) hours at the applicable overtime rate. If such call-in runs into a regular working day, the employee will be paid time and one-half (1-1/2) his or her regular hourly rate for all hours outside his or her regularly scheduled shift. The minimum call-in time for the Community Service Officer shall be a minimum of two (2) hours pay with the option of working four (4) hours. The employee will have the option of requesting permission of the supervisor to punch out and go home and be paid only for the hours actually worked.
- 5.4 Except when the Chief of Police determines that an employee of special skill is needed, non-bargaining unit employees, part-time and probationary employees prior to certification for the road will not be called to work overtime unless no qualified full-time employees are available. Availability of sworn police officers will be determined by the employee's overtime hours.

The sworn police officers' hours of work or days off may be changed for a specified period of time or shifts to meet special needs on the part of the Town or the Officer as long as the changes are mutually agreed to by the Town and the affected Officer. No overtime is to be caused by these changes.

All employees are subject to being ordered in to duty in the event of an emergency or lack of adequate staffing. All qualified non-sworn employees are subject to being ordered in for dispatching duties and are eligible for voluntary dispatch overtime.

- 5.5 a. All overtime work paid for with Town monies shall be distributed as equally as possible within twenty-four (24) hours within each job classification during the fiscal year. The sworn police officers' overtime list shall include all sworn officers excluding the Chief.

b. A record of overtime hours worked by each employee shall be posted on the department bulletin board and kept current bi-weekly by the designated Steward and the Chief of Police.

c. An employee who does not avail himself of the opportunity to work overtime will be charged on the overtime chart as though he had worked.

d. If an employee works overtime, he/she may request compensatory time at overtime rates be deposited into his/her bank. The total number of hours deposited into his/her bank, in any one fiscal year, shall not exceed one hundred and four (104) hours, less any balance carried forward, and, in no event, shall the banked accumulation exceed one hundred and four hours at any time. Any compensatory time in excess of forty (40) hours that is in his/her bank as of June 1st of each fiscal year shall be paid to the employee at his/her rate of pay at the time of payment during the first payroll occurring in June. The remaining up to forty (40) hours of compensatory time in the employee's bank as of June 1<sup>st</sup> of each fiscal year shall be carried over in his/her bank into the next fiscal year and shall count towards the one hundred and four (104) hour maximum as set forth above. An employee may request payment of compensatory time at other times during the year except that requests shall not be permitted between June 15 and July 15<sup>th</sup> of each year. Any such requests must be submitted with the employee's time sheet and will be paid during the next occurring regular payroll. If an employee requests to use banked compensatory time, he/she must request to do so in advance and get approval of the Chief or his/her designee before the compensatory time is taken.

e. Requests to take compensatory time will not be unreasonably denied and will not be approved if it creates "order-ins" of other personnel.

5.6 The Union shall be given annually the opportunity to inspect the Employer's records of all overtime hours worked and the hourly rate paid therefore to each employee in the bargaining unit.

5.7 When an employee uses his or her own car on assigned police business, he or she shall be granted the standard IRS mileage rate per mile for that year. The Town agrees to pay up to a maximum of one thousand dollars (\$1,000.00) of the employee's insurance deductible for damages to the employee's car when an employee uses his own car for such business. He or she will be required to show that police business not specifically requested by the Employer is of special importance to obtain such reimbursement. In no event shall payment exceed 100 percent of loss to an employee's car including collision insurance if a claim is filed by the employee against his or her own insurance carrier. It is understood that the employee's automobile insurance will serve as the primary policy. Employees may use their own personal vehicle for traveling to training sites if both of the following requirements are met:

1. Travel distance from their point of origin is shorter than traveling to HQ and retrieving a Town vehicle; and
2. With approval of the Chief of Police.

Since a probationary employee's place of work assignment is the Police Academy, the probationary employee will be responsible for all mileage expenses commuting to and from the Academy.

In the event of out-of-state training, the Town will pay all the employee's preapproved and authorized lodging and expenses and reimburse the employee for meals up to thirty-five dollars (\$35) per day.

- 5.8 Outside duty assignments (dances, games, civic functions, and requests by commercial establishments) shall be offered first to regular employees who are not on duty. It is understood that Town functions such as Town meetings, hearings, ceremonies, etc. shall come under the terms of regular overtime. For Coventry Board of Education athletic events, outside duty shall be paid at time and one-half the employee's regular rate contained in Section 8.0 with a minimum of four (4) hours. Except as otherwise set forth below, all other outside duty assignments performed by the employees shall be paid at the private duty rate contained in Section 8.0 with the minimum of four (4) hours by the party requesting or receiving this special service. All outside duty assignments performed by the employees between midnight Saturday morning (Friday into Saturday) and midnight Monday morning (Sunday into Monday), or on any recognized holiday as described in Section 6.0 shall be paid at the rate of two (2) times the private duty rate contained in Section 8.0 with the minimum of four (4) hours by the party requesting or receiving this special service. If special assignments extend beyond 12 o'clock midnight, additional rates may be authorized by the Chief of Police.

Full-time sworn police officers may volunteer to work the Memorial Day Parade. Such sworn police officers will be paid one and one-half (1 ½ times) their regular applicable rate with a four-hour minimum.

- 5.9 Sworn employees shall be permitted to work a maximum of sixteen (16) continuous hours. This includes regular duty, overtime and extra duty employment. The employee shall not work more than sixteen (16) hours in a twenty-four (24) hour period. The Chief of Police may waive this limitation in the event of an emergency.
- 5.10 When a Police Department employee is ordered to duty for four or more consecutive hours to fill a shift due to a staffing shortage, the employee shall be compensated with twenty-five dollars (\$25.00) in addition to any other payment required by the collective bargaining agreement. Such payment shall be made through the normal Town payroll process.

**ARTICLE 6  
HOLIDAYS**

6.0 The following holidays shall be observed on such dates as are designated by the State or Federal governments, where applicable:

<b>Holiday</b>	<b>Day/Date To Be Recognized by the Department</b>
New Year's Day	January 1 <sup>st</sup> of each year
Martin Luther King Day	Third (3 <sup>rd</sup> ) Monday in January of each year
Presidents' Day	Third (3 <sup>rd</sup> ) Monday in February of each year
Good Friday	Friday before Easter Sunday of each year
Easter Sunday	Sunday on which Easter Holiday is celebrated
Memorial Day	Last Monday in May of each year
Independence Day	July 4 <sup>th</sup> of each year
Labor Day	First (1 <sup>st</sup> ) Monday in September of each year
Columbus Day	Second (2 <sup>nd</sup> ) Monday in October of each year
Veterans' Day	November 11 <sup>th</sup> of each year
Thanksgiving Day	Fourth (4 <sup>th</sup> ) Thursday of November of each year
Christmas Day	December 25 <sup>th</sup> of each year
Employee's Birthday	Date which is on the Employee's birth certificate

- 6.1 When a holiday occurs while an employee is on sick or vacation leave, the day shall be treated as a holiday with no charge to his/her sick or vacation leave.
- 6.2 When a special holiday or day off is declared by the Coventry Town Council or Town Manager or his/her designee, employees will be granted an additional day off with pay. Time and one-half or double time will not be granted for these special holidays. It is understood that this section shall not apply to weather-related closures.

**ARTICLE 7  
SENIORITY, PROMOTIONS AND LAYOFFS**

- 7.0 The Employer shall prepare a list of bargaining unit employees showing their seniority in length of service with the Employer and deliver the same to the Union on January 31st of each year. Upon completion of their probationary period, new employees shall be added to this list.
- 7.1 "Seniority" shall mean the total period of employment since the most recent date of hire as a full-time employee in the Coventry Police Department.
- 7.2 Any new employee shall serve a probationary period during which he or she shall have no seniority rights and will have not been covered by this Agreement as to the

grievance procedure if dismissed from employment, but will be subject to all other provisions of this Agreement. Employees who have completed their probationary periods shall acquire length of service records as of the date of their employment. For employees other than regular Patrolpersons, the probationary period shall be six (6) months. For regular Patrolpersons, the probationary period shall be eighteen (18) months, inclusive of any time spent in training at the Police Academy.

The probationary period shall be one (1) year if an employee has previous certification.

7.3 Layoffs within the bargaining unit shall take place as follows:

- a) part-time employees,
- b) employees working twenty (20) hours per week but less than forty (40) hours per week,
- c) probationary employees,
- d) the employee with the least seniority first, etc.

An employee scheduled for layoff may, if he so desires, replace an employee covered by this contract with less seniority in an equal or, if established, a lower job classification, provided the bumping employee has greater seniority than the employee he bumps. The employee who goes to a lower job classification shall be paid according to the pay schedule for that classification.

7.4 Laid-off, full-time employees with the most seniority shall be rehired first and no new employee shall be hired until all laid-off employees have been given an opportunity to return to work. This rehire right shall terminate one (1) year from the date of layoff. In order to be considered for reemployment, the employee must notify the Employer of his decision to accept reemployment within fifteen (15) days after receipt of a certified letter sent by the Town to his last address on record with the Town of Coventry.

7.5 In the event of a layoff of employees in the bargaining unit, before any overtime is worked by the employees who are not laid-off, the Town shall offer the available work to the laid-off employees at regular applicable rates, but such work offered under this section shall not be considered a recall and may be refused by the laid-off employees. Before this section is applied, the Chief and the Steward will discuss the feasibility of its application.

Any employee reemployed under this provision shall not be entitled to any benefit other than those he would have been entitled to had he not been reemployed, unless such benefit is provided for in this Agreement.

7.6 If new classifications deemed to be promotions with an increase of pay are added to the department, which fall within the bargaining unit, the Employer and the Union shall establish a promotional procedure taking into consideration availability of qualified employees, seniority and needs of the department. The job descriptions covering employees within the department shall be maintained on file in the Town Manager's Office.

**ARTICLE 8  
WAGES**

8.0 Classifications and regular hourly rates of pay shall be as scheduled below:

NON-SWORN EMPLOYEES

Effective July 1, 2017, rates of pay will remain unchanged from the rates as of June 30, 2017, as reflected in the salary schedules below.

Salary Schedule – 7/1/2017 – 12/31/2017

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
<i>Records Clerk-Dispatcher</i>	\$23.48	\$24.45	\$25.43	\$26.46
<i>Clerk Dispatcher/Community Service Officer</i>	\$23.23	\$24.14	\$25.07	\$26.05

Effective January 1, 2018, there shall be a two and one-quarter percent (2.25%) general wage increase to the rates in effect on December 31, 2017 as reflected in the salary schedules below.

Salary Schedule – 1/1/2018 – 6/30/2018

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
<i>Records Clerk-Dispatcher</i>	\$24.01	\$25.00	\$26.00	\$27.06
<i>Clerk Dispatcher/Community Service Officer</i>	\$23.75	\$24.68	\$25.63	\$26.64

Effective July 1, 2018, there shall be a two and one-quarter percent (2.25%) general wage increase to the rates in effect on June 30, 2017 as reflected in the salary schedules below.

Salary Schedule – 7/1/2018 – 6/30/2019

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
<i>Records Clerk-Dispatcher</i>	\$24.55	\$25.56	\$26.59	\$27.66
<i>Clerk Dispatcher/Community Service Officer</i>	\$24.29	\$25.24	\$26.21	\$27.24

SWORN OFFICERS

Effective July 1, 2017, rates of pay will remain unchanged from the rates as of June 30, 2017, as reflected in the salary schedules below.

Salary Schedule – 7/1/2017 – 12/31/2017

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Patrol	\$29.59	\$30.74	\$32.22	\$33.85	\$34.86	\$35.91
Sergeant	-	-	-	\$37.83	\$39.00	\$40.14
Private Duty Rate	-	-	-	\$38.91	\$40.04	\$41.31
Trainee	\$50,000 Salary					

Effective January 1, 2018, there shall be a two and one-quarter percent (2.25%) general wage increase to the rates in effect on December 31, 2017 as reflected in the salary schedules below. Effective January 1, 2018, the annual salary for Trainee shall be as set forth below.

E Salary Schedule – 1/1/2018 – 6/30/2018

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Patrol	\$30.26	\$31.43	\$32.94	\$34.61	\$35.64	\$36.72
Sergeant	-	-	-	\$38.68	\$39.88	\$41.04
Private Duty Rate	-	-	-	\$39.79	\$40.94	\$42.24
Trainee	\$ 51,000 Salary					

Effective July 1, 2018, there shall be a two and one-quarter percent (2.25%) general wage increase to the rates in effect on June 30, 2018 as reflected in the salary schedules below. Effective July 1, 2018, the annual salary for Trainee shall be as set forth below.

Salary Schedule – 7/1/2018 – 6/30/2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Patrol	\$30.94	\$32.14	\$33.69	\$35.39	\$36.45	\$37.54
Sergeant	-	-	-	\$39.55	\$40.77	\$41.97
Private Duty Rate	-	-	-	\$40.68	\$41.86	\$43.19
Trainee	\$ 52,000 Salary					

Upon promotion, an employee will be placed at the step of the new classification which assures the employee a minimum of a five percent (5%) wage increase.

In no case shall the new rate exceed the wage schedule for the classification.

8.1 A new police officer who is not yet certified will be hired on a salaried basis as a Police Trainee. Upon successful completion of training and certification by the Police Officer Standards and Training Council, the Police Trainee shall advance to Patrol Officer,

Step 1. Upon completion of one (1) year as a certified police officer, an employee shall move to Patrol Officer, Step 2. After each additional year as a certified police officer, an employee shall advance one step.

Non-sworn employees who are not at the top step of the wage schedule shall be eligible for annual step increases.

- 8.2 Employees hired after July 1, 1977 and prior to the ratification of this Agreement by both parties, who are/were enrolled in an accredited college or university, matriculated in a law enforcement curriculum, will receive an additional payment as an increase of his annual base pay according to the following schedule:

Number of Credits:	30	60	90	120
Per Year	\$100	\$200	\$300	\$400

Such payment shall be paid on or before December 10 of each year. Employees must have those credits prior to December 1 in the year they are paid in order to be eligible for this payment. New employees hired on or after the ratification of this Agreement by both parties shall be ineligible for this payment.

- 8.3 a. Employees Hired On Or Before March 23, 2012. For course work which the employee enrolls on or after July 1, 1991, the Town shall reimburse the employee for tuition and related course fees for up to two (2) courses at any one time, to a maximum of eighteen (18) credits per year. It is understood that incidental overlap of courses shall not disqualify an employee from tuition reimbursement so long as the overlap is short-term in nature, does not cause the employee to be enrolled in more than three (3) courses at the same time and provided the employee otherwise meets the requirements of this paragraph. In order to obtain reimbursement, the employee must receive a grade of C or better or, if the course is taken on a pass/fail basis, a grade of "pass". To be reimbursed pursuant to this Section, the employee must notify the Chief of Police prior to Thanksgiving each year for reimbursements sought in the following fiscal year for coursework taken toward a degree program in Law Enforcement, Criminal Justice, Public Administration, Social Sciences, Computer Science and other course work or programs approved in advance by the Chief. Effective June 15, 2014, the tuition reimbursement provided by this paragraph shall be limited to reimbursement of the first degree obtained by the individual at each of the following levels:

Level 1:	Associates' Degree
Level 2:	Bachelor's Degree
Level 3:	Master's Degree or Law Degree

b. Employees Hired On Or After March 23, 2012. Effective on March 23, 2012, the Town shall reimburse non-probationary employees for eligible tuition expenses at the rate of seventy-five percent (75%) of expenses associated with an Associates' Degree or Bachelor's Degree and fifty percent (50%) of expenses associated with a Master's Degree subject to the following maximums and requirements:

- The Town shall reimburse the employee for tuition for up to a maximum of fifteen (15) credits per fiscal year.
- The maximum reimbursement per credit hour that may be received by any employee shall be based on pricing for State of Connecticut University system for in-state students.
- Eligible tuition expenses shall include enrollment and/or registration fees and required course fees for employees who are currently enrolled and actively engaged in coursework during the fiscal year but not books and supplies.
- In order to be eligible for tuition reimbursement, courses must be taken toward a degree program in Law Enforcement, Criminal Justice, Public Administration, Social Sciences, Computer Science and other course work or programs approved in advance by the Chief.
- The tuition reimbursement program shall only be applicable to the first Associates' Degree, first Bachelor's Degree and first Master's Degree obtained by the employee. No additional degrees or advanced degrees will be eligible for tuition reimbursement.
- In order to obtain reimbursement for courses associated with an Associates' Degree or Bachelor's Degree program, the employee must receive a grade of C or better. In order to obtain reimbursement for courses associated with Master's Degree program, the employee must receive a grade of B or better.
- To be reimbursed pursuant to this Section, the employee must notify the Chief of Police prior to Thanksgiving each year for reimbursements sought in the following fiscal year.
- Probationary employees are not eligible for tuition reimbursement.

8.4 Each employee who has completed at least three (3) years of service as of July 1 shall receive a longevity payment each year paid no later than the second pay period in July. The longevity payment shall be one hundred dollars (\$100.00) for each year of completed service with the Town up to a maximum payment of one thousand five hundred dollars (\$1,500.00).

8.5 Certified Field Training Officers shall receive an additional one (1) hour of pay, in addition to their regular hours worked, on the days that they perform any FTO function.

- 8.6 Employees shall have all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on the normal paydays for such wages and other payments.

## ARTICLE 9 INSURANCE AND PENSIONS

- 9.0 Health Insurance. The Town shall provide and pay for the following insurance for all employees and their enrolled dependents. Enrollment shall take place annually.

- Health Insurance. Employees may elect coverage for themselves and their enrolled dependents under one of the following plans, or other coverage agreed to in any memorandum of understanding or side letter of agreement between the Employer and the Union:

1. A PPO/OAP plan as summarized as "Plan 1" in Appendix D.
2. ECHIP Common Plan Comprehensive Mix Plan as summarized as "Plan 2" in Appendix D.
3. A High Deductible Health Plan with a Health Savings Account (HDHP/HSA) with a deductible of \$1,300 for individual and \$2,600 for plus 1 and family coverage (which deductible(s) shall be subject to adjustment on an annual basis in order to qualify as a HDHP in compliance with applicable authority) and as further summarized as "Plan 3" in Appendix D. As of January 1, 2018, the annual deductible will increase to \$1,350 for individual and \$2,700 for plus 1 and family coverage.

The Town will contribute 75% of the annual required deductible to an HSA account on or about January 1st of each year. The employees shall be responsible for the remaining balance of the deductible and all account maintenance fees. The Town and Union agree that if an employee leaves the employment of the Town during the calendar year in which the Town has pre-funded the required deductible, or chooses to change back to another health plan during the annual Spring Open Enrollment Period, the employee shall be responsible for any additional taxes and/or penalties as required by Federal law. The parties acknowledge that the Town's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather related to the manner in which the deductible shall be funded for active employees. It is further understood that the Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other employees or other individuals upon their separation of employment.

4. ECHIP Common Plan Comprehensive Mix Plan as summarized as “Plan 4” in Appendix D.

The Town will contribute 50% of the annual required deductible to an HSA account on or about January 1<sup>st</sup> of each year. The employees shall be responsible for the remaining balance of the deductible and all account maintenance fees. The Town and Union agree that if an employee leaves the employment of the Town during the calendar year in which the Town has pre-funded the required deductible, or chooses to change back to another health plan during the annual Spring Open Enrollment Period, the employee shall be responsible for any additional taxes and/or penalties as required by Federal law. The parties acknowledge that the Town’s contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather related to the manner in which the deductible shall be funded for active employees. It is further understood that the Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other employees or other individuals upon their separation of employment.

- Anthem Blue Cross/Blue Shield Dental with Rider A or comparable dental plan.
- Vision Care Rider

Employees shall contribute through payroll deduction the following premium cost sharing percentages of the total expense of health insurance (medical/vision and dental) for the plan the employee selected.

Coverage under Plan 1 (PPO/OAP with Vision Rider and Dental)

*Effective July 1, 2017: 13.5%*

*Effective January 1, 2018: 14.5%*

*Effective July 1, 2018: 15.25%*

Coverage under Plans 2 and 4 (ECHIP Common Plan Comp Mix or ECHIP HDHP with Vision and Rider and Dental)

*Effective July 1, 2017: 15.0%*

*Effective January 1, 2018: 16.0%*

*Effective July 1, 2018: 16.75%*

Coverage under Plan 3 (HDHP with Vision and Rider and Dental)

*Effective July 1, 2017: 13.0%*

*Effective January 1, 2018: 14.0%*

*Effective July 1, 2018: 14.75%*

The Town will deduct this withholding through a Section 125 plan on a pre-tax basis.

Sworn Employees. If, on December 1, 2016, the total cost of a group health plan or plans offered under this contract meets the contemplated thresholds that would trigger an excise tax for high risk professions under the Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation on or after that date, the Town and/or the Union shall have the right to request a reopener or negotiations on or about January 1, 2017. The reopener shall be for the following limited purposes:

- (1) Developing one or more alternative group health plan or plans having a total combined cost that falls below the applicable excise tax thresholds, regardless of whether such replacement plan(s) is/are comparable to the one(s) previously in effect. Such plan(s) shall be implemented no earlier than July 1, 2017.
- (2) Determining the apportionment of the cost of the excise tax between the parties.

Non-Sworn Employees. If, on December 1, 2016, the total cost of a group health plan or plans offered under this contract meets the contemplated thresholds that would trigger an excise tax under the Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation on or after that date, the Town and/or the Union shall have the right to request a reopener or negotiations on or about January 1, 2017. The reopener shall be for the following limited purposes:

- (1) Developing one or more alternative group health plan or plans having a total combined cost that falls below the applicable excise tax thresholds, regardless of whether such replacement plan(s) is/are comparable to the one(s) previously in effect. Such plan(s) shall be implemented no earlier than July 1, 2017.
- (2) Determining the apportionment of the cost of the excise tax between the parties.

In the event that an employee dies while working for the Town of Coventry, that employee's spouse and/or dependent child/children shall continue to receive health insurance coverage for one year following the employee's death paid for by the Town unless there is alternative health insurance coverage already provided for the spouse and dependent child/children.

#### Life Insurance

The Town shall provide for each employee:

Life Insurance equal of \$50,000. Employees may voluntarily purchase additional life insurance in five thousand dollar (\$5,000) increments.

Accidental Death & Dismemberment Insurance of \$80,000.

The ability to purchase additional Life Insurance above the Town provided Life Insurance amounts at Town costs.

#### Change of Carriers

The Town shall have the right to change carriers for the insurance listed above, or to self-insure, provided that the benefits are substantially equal to those currently provided.

#### Part-time Employees

All benefits for part-time employees hired on or after July 1, 1991 shall be prorated on the basis of hours actually worked.

- 9.1 Any employee who shall suffer personal injury in the performance of his or her work and who shall be eligible for payments under the Workers' Compensation Act, shall receive the difference between his/her average net pay for the thirteen (13) weeks prior to such injury and the weekly payment for workers' compensation for a maximum of eight (8) months. Extensions may be granted by the Town Manager for a good cause. For the purpose of this section, "net pay" shall be defined as the employee's gross straight time and overtime earnings less deductions for federal and state income tax, and that portion of FICA which the employee will not be required to pay on the portion of his/her income which is provided by workers' compensation. It is the intent of this section that an employee's take-home pay during a period of workers' compensation shall be equal to the employee's average take-home pay during the thirteen (13) weeks preceding his/her injury.

The Town may intervene in any suit against a third party so that the Town may recover payment for supplemental pay and insurance benefits while the employee was on worker's compensation.

All employees hired on or after July 1, 1988 who are eligible for benefits under Section 7-433c (Heart and Hypertension Statute) must be and remain non-smokers as a condition of continued employment.

#### 9.2 PENSIONS – SWORN PERSONNEL

The Town of Coventry shall provide pension benefits for the uniformed and plain clothes sworn officers in accordance with the Town of Coventry Pension Plan as

amended by the Pension Agreement between the Town and the Union effective July 1, 2007 through June 30, 2012 which is attached hereto as Appendix C.

Effective for new employees hired on or after the ratification of this Agreement by both parties, Article V, Section 5.1 of the Plan shall be modified to replace the existing normal retirement date for sworn officers of age forty-five (45) and twenty (20) years of service with a normal retirement date of age fifty (50) and twenty (20) years of service.

The Town and the Union agree that they will not make any demands for changes or improvements in the pension plan until the contract year commencing July 1, 2019.

### 9.3 PENSIONS - OTHER EMPLOYEES:

The parties have agreed that the Records Clerk-Dispatcher, Clerk-Dispatcher, and Community Service Officer employees covered by this Agreement shall be covered by the Town of Coventry Pension Plan as amended by the Pension Agreement between the Town and the Union effective July 1, 2007 through June 30, 2012.

The Town and the Union agree that they will not make any demands for changes or improvements in the pension plan until the contract year commencing July 1, 2019.

9.4 Bargaining unit employees who retire on or after July 1, 1999 under the Town's pension program, will be eligible to purchase medical insurance at their own expense through the Town. The Town may, at its option develop a separate medical plan for retirees. Such plan shall be substantially comparable to the medical benefit plan provided to active bargaining unit employees. It is understood that the COBRA period is not extended as a result of this contract provision. This coverage will not be available to retirees who are eligible for medical benefits from another employer or who are eligible for Medicare coverage. Each retiree will be required to sign a sworn statement on availability of benefits each year. These benefits will not be available to any officer who is receiving benefits under the heart and hypertension statutes.

9.5 Effective July 1, 2013, and each year thereafter, the Town will match dollar for dollar an employee's contribution to the ICMA Section 457 Deferred Compensation program up to one thousand dollars (\$1000) annually (\$38.46 per bi-weekly payroll).

**ARTICLE 10  
VACATIONS**

10.0 Employees shall be entitled to vacations with pay at the employee's basic earnings on the following basis:

Full-time - Regular rate times 40 hours per week

Part-time - Regular rate times 20 hours per week

- a. One (1) year, but less than five (5) years of service - two (2) weeks
- b. Five (5) years, but less than ten (10) years of service - three (3) weeks
- c. Ten (10) years of service but less than fifteen (15) years - four (4) weeks
- d. Fifteen (15) years and over - five (5) weeks

The employee's anniversary date will be used to determine the amount of vacation time due. Five (5) days of the ten (10) days earned during the first year of employment may be taken at the end of six (6) months of employment.

10.1 A schedule of vacation periods shall be made and posted not later than May 1st each year by the Chief of Police based on requests made by the employees, who shall indicate their choice of vacation not later than April 1st. Choice of vacations shall be given by seniority as long as they do not conflict with the orderly running of the department.

10.2 Pro-rata accumulated vacation pay shall be granted to an employee in the event he voluntarily terminates his service with the Employer, but not if he leaves without two (2) weeks notice.

10.3 In the event of the death of an employee, his spouse and/or minor children shall receive his pro-rata accumulated vacation pay. If the employee has neither spouse nor minor children, the pay shall be given to the estate of the employee.

10.4 In the event of illness necessitating confinement lasting three (3) or more days during the employee's vacation period, the employee shall be given the option of charging the sick days to his sick leave with a doctor's certificate certifying such confinement.

**ARTICLE 11  
LEAVE PROVISIONS**

11.0 Employees shall accrue sick leave at the rate of one and one-quarter (1-1/4) days per month during the calendar year for each full month worked, cumulative to a maximum of one hundred and fifty (150) days. New employees hired on or after July 1, 1996 will accumulate a maximum of one hundred (100) sick days. Each employee shall be notified of his accumulated sick leave by letter when he is given his W-2 form each calendar year. Any unused, accumulated sick leave to an employee's credit at the time of the signing of this Agreement shall be carried forward for his use under the terms of this Article. The Assistant Animal Control Officer and other employees who are hired and scheduled to work less than the regular hours shall receive pro-rata sick leave but may use it in units of a day. Such sick leave as has accrued to the employee's credit may be used for the following purposes:

- a) personal illness or physical incapacity,
- b) exposure to contagious disease or enforced quarantine in accordance with health requirements,
- c) attendance required by physical incapacity in the employee's immediate family, including the employee's spouse. Proof of such incapacity must be provided, in writing, to the Chief.
- d) doctor's appointments with prior approval of the Chief of Police.

The Town of Coventry agrees to maintain a Long-Term Disability Plan (LTD) covering the members of this bargaining unit. The LTD program will commence after 90 days of such injury and shall pay the employee sixty-six percent (66%) of his/her salary.

11.1 An employee in active service at the effective date of this Agreement, and having completed at least five (5) years of such service, upon his or her voluntary termination or retirement from Town employment, shall receive on the basis of his or her current wages, full compensation for any unused accumulated sick leave up to a maximum of ninety (90) days, providing the employee gives two (2) weeks notice to the Employer of his or her intention to leave. New employees hired on or after July 1, 1996 will receive a maximum payout upon voluntary termination or retirement of seventy-five (75) days based on the average salary in the last five (5) years of employment.

In the event of an employee's death, his spouse and/or minor children receive, on the basis of the employee's current wages, full compensation for the employee's unused accumulated sick leave up to a maximum of ninety (90) days. If the employee has neither spouse nor minor children, the pay shall be given to the estate of the employee.

Payment under this Section shall be made during the first regular payroll following retirement.

11.2 Additional sick leave with pay may be granted as warranted by the Town Manager when applied for by the employee or his representative in writing, stating the reason for the additional sick leave.

11.3 Employees shall be granted leave with full pay for the reasons following:

a. Military leave and the rights and benefits associated therewith shall be provided in accordance with State law (including Conn. Gen. Stat. §7-461, 7-462, and 27-33) and Federal law (USERRA), as it may be amended from time to time.

b. Four (4) personal leave days per fiscal year, for use on personal or family matters such as births, school graduations, weddings, moving, religious observances or other important personal events that require absence during regular scheduled working hours. Requests for such leave shall be submitted to the Chief or his designee at least forty-eight (48) hours in advance, unless an emergency situation prevents such notice, and shall be granted for the purpose indicated in the request unless there is a demonstrable need for the employee's services, stated in writing by the Chief or his designee, on the day or days for which such leave is requested. Personal leave days are not accumulative beyond the end of any fiscal year. Employees shall receive an extra day's pay for any personal leave that is unused because the request for its use was denied. Any personal leave days denied in the last thirty (30) days of the fiscal year will not be paid as provided above. Part-time employees working twenty (20) or more hours per week shall receive two (2) days per year, but may use them in whole.

c. (i) Five (5) days of leave shall be granted to an employee for death of the employee's spouse and/or the employee's child or stepchild. Four (4) days' leave shall be granted to an employee for death in the immediate family of the employee, or the immediate family of his spouse. Immediate family, for the purpose of this clause, is defined as: parents, grandparents, brother, sister, son-in-law, daughter-in-law, or grandchild, and also any relation who resides in the employee's household. For the part-time Assistant Animal Control Officer, and other part-time employees, the leave shall be up to four (4) days during assigned working hours ending with the day of the funeral.

(ii) Up to two (2) days of the bereavement leave described in 3c(i) above may be used annually for participation in funeral activities due to the death of a sister in law or brother in law and up to one (1) day per year may be used for the participation in funeral activities for the death of an uncle or aunt of the employee or the employee's spouse. The Town shall have the right to ask for submission of proof of the death and relationship. Additionally, it is understood that the two (2) days due to the death of a sister in law or brother in law and the one (1) day due to the death of an uncle or aunt

of the employee or the employee's spouse are for direct participation and/or travel to participate in the funeral activities.

- d. Additional leave days may be granted at the discretion of the Town Manager.
- 11.4 A full-time employee who maintains a perfect attendance record for four (4) consecutive months shall be granted eight (8) hours' pay at his regular base rate of pay or eight (8) hours off with pay, at his option. No more than twenty-four (24) such hours may be earned in any twelve-month period. Absence for vacation leave or other leave specified in Section 11.3 will not be counted against perfect attendance for purposes of this section, but all other absences will be so counted. An employee may accumulate up to three (3) earned days. There shall be no payment for earned days at termination or severance of employment.
- 11.5 An employee who becomes pregnant shall be eligible for such rights as are set forth in Conn. Gen. Stat. §46a-60(a)(7).
- 11.6 When an employee cannot perform the full functions of his/her position on a temporary basis due to injury which was incurred during the course of duty, the Town will review whether there are any light duty assignments available that are consistent with the medical restrictions as certified by any treating physician. It is understood that the availability of light duty assignments is not guaranteed.

## ARTICLE 12 DISCIPLINARY ACTION

- 12.0 All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.
- 12.1 The Town shall generally apply the principles of progressive discipline that shall include the following, but need not follow this order, depending on the seriousness of the infraction by the employee and/or as indicated in the Personnel Rules of the Town of Coventry as they may be amended from time to time.
- a. a documented verbal warning,
  - b. a written warning,
  - c. suspension without pay,
  - d. discharge.

- 12.2 All suspensions and discharges must be for just cause, in writing, with a copy given to the employee and the Union Steward within twenty-four (24) hours of such suspension or discharge.
- 12.3 All disciplinary actions shall be appealable under the grievance procedure except disciplinary action against probationary employees, as spelled out in Section 7.2.

### **ARTICLE 13 PRIOR RIGHTS**

- 13.0 Nothing in this Agreement shall be construed as abridging any right or benefit that employees have enjoyed heretofore by official action of the Town of Coventry. There will be no claim for practice prior to January 1, 1985.

### **ARTICLE 14 GRIEVANCE PROCEDURE**

- 14.0 It is the intent and purpose of this Agreement to establish and maintain harmonious relations to secure a prompt and peaceful disposition of grievances within the provisions of this Agreement, to eliminate interruptions of work and interference with the efficient operation of the Police Department of the Town of Coventry, and to promote the welfare of the Employer and the employees. For purposes of this Agreement, a grievance shall be defined as a complaint alleging a specific violation of a provision of this Agreement. Grievances will be processed in the following manner at the request of either party:
- a. Within ten (10) working days of the occurrence of the condition giving rise to the grievance or within ten (10) working days of the employee's knowledge of its occurrence, whichever comes later, the aggrieved employee and/or the Union Steward shall submit the grievance in writing to the Chief of Police. The aggrieved employee, Union Steward and the Chief of Police shall arrange a meeting within ten (10) working days of the submission of the grievance. The Chief of Police shall provide an answer to the grievance in writing within ten (10) working days of the date of the meeting regarding the grievance. Working days shall be construed as Monday through Friday.
  - b. Within ten (10) working days of the Chief's answer in Step (a) above, the grievance may be submitted by the aggrieved employee, the Union business agent, and/or the Steward, to the Town Manager. The Town Manager shall arrange a meeting within five (5) working days, with all those concerned present, to review the facts. The Town Manager shall provide an answer to the

grievance in writing within ten (10) working days of the date of the meeting regarding the grievance.

- c. Within fifteen (15) working days following the Town Manager's answer under Step (b) above, the Union with written notice to the other party, may submit a grievance to the Connecticut State Board of Mediation and Arbitration for arbitration according to its rules of procedure then existing. The arbitrator shall not have the power to add to, modify, amend or delete any terms or provisions of the Agreement. The decision of the board shall be final and binding on all parties except as otherwise required by law. The cost of arbitration shall be borne equally by the Employer and the Union. By mutual agreement of the Town and the Union, the grievance may be submitted for mediation by the State Board of Mediation and Arbitration prior to arbitration of the case.
- d. Only the Union or the Employer may submit a grievance to arbitration.
- e. The timelines set forth in this procedure may be extended only by the mutual written agreement of the parties.

#### **ARTICLE 15 SAVINGS CLAUSE**

- 15.0 If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of the invalidity of any other portions or provisions, and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.

#### **ARTICLE 16 DURATION**

- 16.0 This Agreement shall be effective as July 1, 2017, and shall remain in effect through the thirtieth day of June 2019. The anniversary date of this Agreement shall be July 1, 2019.
- 16.1 This Agreement shall be automatically renewed from year to year after its anniversary unless either party shall notify the other, in writing not less than one hundred and eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days

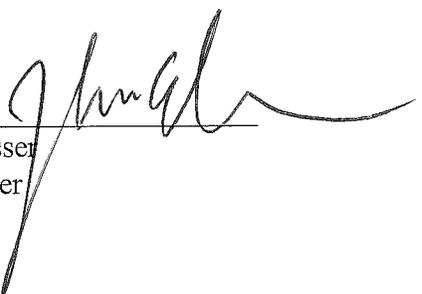
prior to the anniversary date. This Agreement shall remain in full force and effect in accordance with applicable law.

- 16.2 The provisions of Sections 16.0 and 16.1 notwithstanding, the provisions of this Agreement concerning pensions shall remain in effect from July 1, 2017 through the 30th day of June, 2019. The provisions of this Agreement concerning pensions shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred and eighty (180) days prior to July 1, 2019 that it desires to modify the pension provisions. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to July 1, 2019.

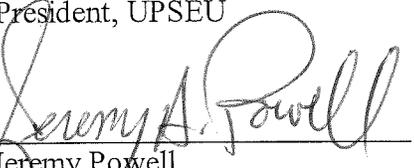
IN WITNESS WHEREOF, the parties hereto have set their hands, this 11<sup>th</sup> day of Sept., 2017.

**TOWN OF COVENTRY**

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION/CONNECTICUT  
ORGANIZATION FOR PUBLIC  
SAFETY DIVISION ("UPSEU/COPS")**

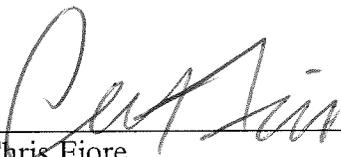
By   
John A. Elsesser  
Town Manager

By   
Kevin Boyle  
President, UPSEU

By   
Jeremy Powell  
Labor Relations Representative

**COVENTRY POLICE NEGOTIATING  
COMMITTEE**

By   
Ann Bousquet

By   
Chris Fiore

By   
Jeff Spadjinski

MEMORANDUM OF AGREEMENT

The Town and the Union shall agree to establish a committee to study the Vantagecare Retirement Health Savings Plans and to discuss transitioning the existing health savings plan to the Vantagecare Retiree Savings Plan.

TOWN OF COVENTRY

CONNECTICUT INDEPENDENT  
POLICE UNION, LOCAL #16

By \_\_\_\_\_  
John A. Elsesser  
Town Manager

By \_\_\_\_\_  
Cathy Granoth  
Staff Representative

MEMORANDUM OF AGREEMENT

It is the Town's understanding that the Union may be interested in modifying the manner in which overtime is distributed to the bargaining unit. During the period of this collective bargaining agreement, the Chief is willing to evaluate and consider an alternative method for distributing overtime if proposed by the Union. The Chief shall have the sole discretion to determine whether to implement such alternative method for the distribution of overtime based on the legitimate fiscal concerns of the Town and the operations of the Department. Nothing herein shall be deemed to require bargaining under the provisions of the Municipal Employee Relations Act ("MERA"). Furthermore, it is understood that nothing herein shall be subject to interest arbitration under MERA.

TOWN OF COVENTRY

CONNECTICUT INDEPENDENT  
POLICE UNION, LOCAL #16

By \_\_\_\_\_  
John A. Elsesser  
Town Manager

By \_\_\_\_\_  
Cathy Granoth  
Staff Representative

MEMORANDUM OF AGREEMENT

The Town and the Union agree to continue to abide by the attached settlement agreement unless or until the parties mutually agree to modify the agreement or until the time that the Coventry Police Department becomes a staffed 911 fire and police dispatcher center, whichever comes first.

TOWN OF COVENTRY

CONNECTICUT INDEPENDENT  
POLICE UNION, LOCAL #16

By \_\_\_\_\_  
John A. Elsesser  
Town Manager

By \_\_\_\_\_  
Cathy Granoth  
Staff Representative

See Grievance Settlement Attached.

APPENDIX A

TOWN OF COVENTRY POLICE DEPARTMENT

SUBSTANCE ABUSE TESTING PROGRAM

**Section 1. Basis for Testing.** Administration of screening tests to detect the presence of drugs or alcohol in members of the Department shall be performed in the following circumstances:

- a) on a random basis;
- b) upon reasonable suspicion that an employee is using or is under the influence of illegal drugs, is abusing legal drugs, or is reporting for duty under the influence of drugs or alcohol.

It is understood that, for purposes of this policy, tobacco/tobacco products shall not be considered as an illegal drug(s) that is subject to testing.

An employee may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing prescription drugs, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, ongoing personal associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his or her duties.

If the employee is ordered to submit to a drug and/or alcohol test by the Chief of Police or his/her designee, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

**Section 2. Testing Procedures.** Testing shall be performed by a licensed laboratory or by non-bargaining unit personnel who are trained and certified to perform testing. Testing will be done with due regard to chain of custody as well as the employee's rights to privacy and Union representation.

Testing for alcohol shall be by breathalyzer and, if positive, there shall be a confirming test after fifteen (15) minutes. Testing for drugs shall be by urine testing.

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty-eight (48) hours of receiving notification of such result, request in writing to the Chief of Police that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the employee's choosing. The second part of the sample shall be transferred to that laboratory in such manner as to ensure proper chain of custody. The second test performed at the employee's request shall be at the expense of the employee. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the employee for the cost of the second test.

**Section 3. Interference With or Refusal to Submit to Testing.** Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this Article, or to cooperate in providing information needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include dismissal.

**Section 4. Rehabilitation.** The opportunity for rehabilitation (rather than discipline) shall be granted once for any employee who:

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

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

Nothing in this Article shall preclude disciplinary action against an employee who is involved in any drug/alcohol related misconduct.

**Section 5. Consequences of Positive Test.** The consequences of a positive test shall be as follows:

- 1) For use of an illegal drug - discharge.
- 2) For abuse of a legally prescribed drug - one opportunity for rehabilitation, then discharge.
- 3) For alcohol (at the level of .04 or above) – one opportunity for rehabilitation, then suspension on the next offense, then discharge for the third offense.

APPENDIX B

**COVENTRY POLICE DEPARTMENT  
PERFORMANCE APPRAISAL REPORT**

<i>NAME</i>	<i>RANK</i>	<i>DUTY ASSIGNMENT</i>
<i>DATE OF EVALUATION</i>	<i>EVALUATOR</i>	<i>REVIEWER</i>
<i>EVALUATION PERIOD From to</i>		

*Please rate the employee under each category, using the scale of 1 to 3  
1-Exceeds Standards 2-Meets standards 3-Requires Improvement*

**JOB KNOWLEDGE**

1) Familiarity with Federal, State and Municipal laws related to job assignment. 1  2  3

Comments:

2) Familiarity with departmental rules, regulations, directives and procedures. 1  2  3

Comments:

3) Familiarity with method, responsibilities and techniques of job assignment. 1  2  3

Comments:

**JOB PERFORMANCE**

1) Overall quality of work. 1  2  3

Comments:

2) Overall quantity of work (productivity).

1  2  3

Comments:

3) Ability to make adequate judgments and decisions.

1  2  3

Comments:

4) Ability to plan ahead and organize work in order to complete assignments.

1  2  3

Comments:

5) Ability to work without supervision.

1  2  3

Comments:

6) Quality of written reports and timeliness of completion.

1  2  3

Comments:

7) Ability to handle new or stressful situations relating to job assignment.

1  2  3

Comments:

8) Degree of self motivation.

1  2  3

Comments:

9) Ability to work with co-workers, supervisors and/or subordinates.

1  2  3

Comments:

10) Ability to interact with diverse members of the community.

1  2  3

Comments:

11) Ability to communicate, both orally and in writing.

1  2  3

Comments:

12) Punctuality and preparedness for job assignment.

1  2  3

Comments:

The rater has:

- 1. reviewed the results of the performance evaluation just completed
- 2. reviewed the level of performance expected, rating criteria or goals for the new reporting period

**ADDITIONAL COMMENTS:**

<i>Signature of evaluator</i>	<i>Date</i>	
<i>Signature of evaluated employee</i>	<i>Date</i>	<i>COPY RECEIVED</i> <input type="checkbox"/>
<i>Signature of reviewer</i>	<i>Date</i>	

**EVALUATED EMPLOYEES COMMENTS:**

CPD 007

APPENDIX C

TOWN OF COVENTRY

AND

UE LOCAL 222, CIPU, LOCAL #16

PENSION AGREEMENT

This Agreement is made by and between the Town of Coventry ("Town") and UE Local 222, CIPU, Local #16 ("Union") in full settlement of the pension re-opener provided in Article IX, Sections 9.2 and 9.3 of the collective bargaining agreement dated July 1, 2003 through June 30, 2007.

The Town and the Union hereby agree to the following changes in the Town of Coventry Pension Plan as such Plan applies to bargaining unit employees:

1. Changes to Benefits of Existing Sworn Officers Hired Prior To The Signing Of This Pension Agreement.

a. *Revised Definition of "Average Monthly Earnings."*

The definition of "Average Monthly Earnings" of Article II shall be revised to increase the amount of regular overtime pay considered as "Average Monthly Earnings" from twelve percent (12%) to nineteen percent (19%).

The base period utilized for calculation of "Average Monthly Earnings" shall be the Sworn Officer's highest compensated five years."

b. *Sworn Officer Employee Contributions.*

Article IV, Section 4.3 (or other appropriate section of the Pension Plan) shall be amended to add the following provision:

"Effective upon signing, a Sworn Officer, other than the chief of police, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to five and one-half percent (5.5%) of his gross compensation, excluding special duty wages, received from the Employee. Effective July 1, 2008, a Sworn Officer, other than the chief

of police, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to six and one-half percent (6.5%) of his gross compensation, excluding special duty wages, received from the Employee. Effective July 1, 2009, a Sworn Officer, other than the chief of police, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to seven percent (7.0%) of his gross compensation, excluding special duty wages, received from the Employee.

There shall be no employee contributions on severance payments made pursuant to Sections 10.2 and 11.1 of the collective bargaining agreement between the Town and the Union.”

c. *Additional Normal Retirement Date for Sworn Officers.*

Article V, Section 5.1 of the Plan shall be revised to provide for normal retirement date of age 45 and twenty (20) years of service.

d. *Sick Leave Exchange Option.*

Effective upon execution of this Pension Agreement and continuing only through December 31, 2009, a temporary pension incentive program will be offered to Sworn Officers electing to retire during this period. Under this temporary program, accumulated but unused sick leave at time of retirement may be included in the calculation of time worked, for pension purposes only, in lieu of pay-out under the normal terms of the contract. Under this temporary incentive program each accumulated, but unused sick leave day, shall be credited as three (3) days worked up to a maximum of one year (260 work days). This temporary program shall not modify any other terms or conditions of the pension plan.

2. Changes to Benefits of New Sworn Officers Hired On Or After The Signing Of This Pension Agreement.

a. *Hybrid Pension Benefits.*

Sworn Officers hired on or after the signing of this Pension Agreement shall be eligible for hybrid pension benefits including (1) participation in the Town of Coventry Pension Plan with modified benefits as set forth below and (2) participation in a defined contribution plan as set forth below.

(1) *Defined Benefit Pension Plan.*

Sworn Officers hired on or after the signing of this Pension Agreement shall be eligible for a retirement benefit under the Town of Coventry Pension Plan as modified herein. Such retirement benefit shall be calculated by multiplying one and one-half percent (1.5%) of the Sworn Officer's "Average Monthly Earnings" by the Sworn Officer's years of credited service.

Such Sworn Officer's benefit shall be subject to all other generally applicable provisions of the Pension Plan including but not limited to the provisions relating to Normal Retirement Date (as modified herein).

Sworn Officers hired on or after the signing of this Pension Agreement shall be required to make the following employee contributions

"Effective upon signing, a Sworn Officer hired on or after the signing of this Agreement, other than the chief of police, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to five and one-half percent (5.5%) of his gross compensation, excluding special duty wages, received from the Employee. Effective July 1, 2008, a Sworn Officer, other than the chief of police, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to five and one-half percent (6.5%) of his gross compensation, excluding special duty wages, received from the Employee. Effective July 1, 2009, a Sworn Officer, other than the chief of police, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to seven percent (7.0%) of his gross compensation, excluding special duty wages, received from the Employee."

There shall be no employee contributions on severance payments made pursuant to Sections 10.2 and 11.1 of the collective bargaining agreement between the Town and the Union."

(2) *Defined Contribution Plan.*

In addition to their participation in the Town of Coventry Pension Plan as modified above, sworn officers hired on or after the signing of this Pension Agreement shall be eligible to participate in a defined contribution retirement plan established by the Town.

The Town shall contribute to the qualified account of each Sworn Officer hired on or after the signing of this Pension Agreement an amount equal to four percent (4%) of such participant's salary. For purposes of this section, "salary" shall be defined in the same manner as "Average Monthly Earnings" is defined for Sworn Employees under the Defined Benefit Pension Plan, namely, compensation including college incentives, regular overtime subject to the limitations set forth above (i.e. not to exceed 19%), longevity pay and holiday pay but excluding special duty wages.

3. Changes to Benefits of Existing Non-Sworn Employees Hired On Or After The Signing Of This Pension Agreement.

a. *Non-Sworn Employee Contributions.*

A new provision shall be added to Article IV of the Pension Plan regarding to reflect the following employee contributions for Non-Sworn Employees:

Effective upon signing, a Non-Sworn Employee of the Pension Plan eligible to participate in the Pension Plan, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to one percent (1.0%) of his gross compensation, received from the Employer. Effective July 1, 2008, a Non-Sworn Employee of the Pension Plan eligible to participate in the Pension Plan, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to two percent (2.0%) of his gross compensation, received from the Employer. Effective July 1, 2009, a Non-Sworn Employee of the Pension Plan eligible to participate in the Pension Plan, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to three percent (3.0%) of his gross compensation, received from the Employer. Effective July 1, 2010, a Non-Sworn Employee of the Pension Plan eligible to participate in the Pension Plan, shall be required as a condition of participation in the Plan, to contribute to the Plan, an amount equal to four percent (4.0%) of his gross compensation, received from the Employer.

c. *Additional Normal Retirement Date for Non-Sworn Employees.*

Article V, Section 5.1 of the Plan shall be revised to provide for normal retirement date based on the Rule of 85.

d. *Sick Leave Exchange Option.*

Effective upon execution of this Pension Agreement and continuing only through December 31, 2009, a temporary pension incentive program will be offered to Non-Sworn Employees electing to retire during this period. Under this temporary program, accumulated but unused sick leave at time of retirement may be included in the calculation of time worked, for pension purposes only, in lieu of pay-out under the normal terms of the contract. Under this temporary incentive program each accumulated, but unused sick leave day, shall be credited as three (3) days worked up to a maximum of one year (260 work days). This temporary program shall not modify any other terms or conditions of the pension plan.

4. Changes to Benefits of New Non-Sworn Employees Hired On Or After The Signing Of This Pension Agreement.

a. *Defined Contribution Plan In Lieu of Defined Benefit Plan*

Non-Sworn Employees hired on or after the signing of this Pension Agreement shall be ineligible to participate in the Town of Coventry (Defined Benefit) Pension Plan. In lieu of participation in such defined benefit pension plan, Non-Sworn Employees hired on or after the signing of this Pension Agreement shall be eligible to participate in a defined contribution retirement plan established by the Town. The Town shall contribute to the qualified account of each Non-Sworn Employee hired on or after the signing of this Pension Agreement an amount equal to seven percent (7%) of such participant's salary. For purposes of this section, "salary" shall be defined in the same manner as "Average Monthly Earnings" is defined for Non-Sworn Employees under the Defined Benefit Pension Plan, namely, compensation including overtime and longevity pay but excluding bonuses and other amounts identified by the Town as payment toward business expenses incurred by the participant without direct reimbursement. As a condition of participation in such defined contribution retirement plan, each Non-Sworn Employee participating in such plan shall be required to contribute four percent (4%) of his salary.

5. Administrative Changes to the Town of Coventry Pension Plan Affecting All Participating Employees of the Police Department.

a. *Elimination of Separate Investment Accounts.*

The Town and Union agree to eliminate the separate investment account applicable to police department employees and benefits. Instead, such

account shall be consolidated for administrative and investment purposes with all other Town accounts consistent with applicable requirements.

*b. Failure to Elect Benefit – Normal Form of Benefit Awarded.*

The Town and the Union agree that any participating employee of the Police Department (Sworn or Non-Sworn) who fails to elect a “form of benefit” at the time of retirement when asked to do so by the Administrator of the Plan shall be awarded the normal form of retirement benefit set forth in Section 7.1

This Agreement supersedes the Article IX, Sections 9.2 and 9.3 of the collective bargaining agreement between the Town and the Union dated July 1, 2003 through June 30, 2007. Any other provision of such current or future collective bargaining agreement notwithstanding, this Agreement shall remain in effect through June 30, 2012. Neither the Town nor the Union shall request negotiations over pension changes to be effective prior to July 1, 2012.

**UE LOCAL 222, CIPU, LOCAL 16**

**TOWN OF COVENTRY**

By \_\_\_\_\_  
David Cohen  
Staff Representative

By \_\_\_\_\_  
John A. Elsesser  
Town Manager

485346 v.01

**APPENDIX D**  
**SUMMARY OF HEALTH INSURANCE PLANS**

APPENDIX D

Town of Coventry  
2017-2018 Benefit Offerings

BENEFITS	PLAN 1 Traditional Copay Plan \$20 Office Copay \$200 Hospital Copay \$10/20/30 Rx		PLAN 2 \$1,000/\$2,000 PPO Mix ECHIP Common Plan \$1,000/\$2,000 Deductible \$30 Office Copay Hospital Subject to Ded. \$8/20/40 Rx		PLAN 3 \$1,300/\$2,600 HSA \$1,300/\$2,600 Deductible 100% In-Network After Deductible 100% Rx In-Network After Deductible		PLAN 4 \$2,000/\$4,000 HSA ECHIP Common Plan \$2,000/\$4,000 Deductible 100% In-Network After Deductible \$8/20/40 Rx	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
Deductible	None	\$200/\$400/\$500	\$1,000/\$2,000	\$4,000/\$8,000	\$1,300/\$2,600	\$1,300/\$2,600	\$2,000/\$4,000	\$2,000/\$4,000
Co-insurance	None	80/20%	90/10%	70/30%	100%	80/20%	100%	80/20%
Cost Share Maximum	\$6,350/\$12,700/\$12,700	\$1,000/\$2,000/\$2,500	\$3,000/\$6,000	\$12,000/\$24,000	\$1,300/\$2,600	\$2,500/\$5,000	\$4,000/\$8,000	\$4,000/\$8,000
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Gatekeeper Network	No	No	No	No	No	No	No	No
<b>DEPENDENT LIMITING AGE:</b>	26	26	26	26	26	26	26	26
<b>PREVENTIVE CARE:</b>	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Well Child Care, includes immunizations	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Periodic Routine Health Examinations	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Routine OB/GYN visits	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Mammography	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Hearing screening	\$20 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
<b>MEDICAL CARE:</b>								
Office Visits - Primary Care	\$20 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Office Visits - Specialist	\$20 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Outpatient Mental Health Visits	\$20 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
OB/GYN Care	\$20 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Maternity Care <i>(initial visit only, no charge thereafter)</i>	\$20 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Diagnostic Lab	No charge	Ded. & Coins.	No charge	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
High Cost Outpatient Diagnostic (CAT, PET, MRI)	No charge	Ded. & Coins.	No charge	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Allergy services - Office Visits	\$20 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Allergy services - Testing	\$20 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Allergy services - Injections	No charge	Ded. & Coins.	No charge	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
<b>HOSPITAL CARE:</b>								
Semi-Private Hospital Room Admission	\$200 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Inpatient Mental Health and Substance Abuse	\$200 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Skilled Nursing Facility <i>(up to 180 days per cal year)</i>	No charge	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Rehabilitative Services <i>(up to 30 days per cal year)</i>	No charge	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Outpatient Surgery <i>(in a hospital)</i>	\$100 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Ambulatory Surgery <i>(other than hospital setting)</i>	\$100 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
<b>EMERGENCY CARE:</b>								
Walk-In Centers	\$25 copay	\$25 copay	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Same as In-Network	Subject to Ded.	Same as In-Network
Emergency Care <i>(copayment waived if admitted)</i>	\$75 copay	\$75 copay	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Same as In-Network	Subject to Ded.	Same as In-Network
Ambulance	No charge	No charge	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Same as In-Network	Subject to Ded.	Same as In-Network
<b>OTHER HEALTH CARE:</b>								
PT/OT and Chiro <i>(50 visit max annually)</i>	\$20 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Durable Medical Equipment <i>(limited max)</i>	No charge	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
Home Health Care	No charge	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	Subject to Ded.	Ded. & Coins.
<b>PRESCRIPTION DRUGS:</b>								
Generic Tier 1 Drugs	\$10 copay	Ded. & Coins.	\$5 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	\$5 copay	Ded. & Coins.
Listed Brand Tier 2 Drugs	\$20 copay	Ded. & Coins.	\$20 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	\$20 copay	Ded. & Coins.
Non-Listed Brand Tier 3 Drugs	\$20 copay	Ded. & Coins.	\$40 copay	Ded. & Coins.	Subject to Ded.	Ded. & Coins.	\$40 copay	Ded. & Coins.

This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, limitations and exclusions, see group certificate.