

AGREEMENT BETWEEN
THE TOWN OF WETHERSFIELD, CONNECTICUT
&
THE WETHERSFIELD POLICE UNION
JULY 1, 2023- JUNE 30, 2027

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AGREEMENT

This Agreement is entered into by and between the Town of Wethersfield, Connecticut (hereinafter referred to as the "Town") and the Wethersfield Police Union (hereinafter referred to as the "Union").

As used herein, "Town" refers to the Town of Wethersfield and its agencies and departments, including the Police Division. "Employees" as used herein, refers to a member of the bargaining unit defined under Article I of this Agreement.

It is the intention of the parties in entering into this Agreement to maintain at all times between them a harmonious relationship, recognizing that the welfare of the Town and its employees is dependent upon the high quality of service the Town, and its employees, render the citizens, and also recognizing the Town's obligation to preserve and protect the public safety and order.

Now, therefore, in consideration of the mutual obligation contained herein, the parties agree as follows:

ARTICLE I RECOGNITION

1.0 The Town recognizes the Union as the sole and exclusive representative and bargaining agent for all full time permanent police patrol officers, police sergeants, and police commanders within the Wethersfield Police Division, excluding all civilians, Deputy Chief of Police, and Chief of Police.

1.1 There shall be no discrimination among the employees included in this Agreement by reason of age, sex, marital status, race, religion, creed, national origin, political affiliation, union membership.

ARTICLE II TOWN RIGHTS

2.0 Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town and any of its Departments, Agencies, Commissions, or Boards pursuant to any Chapter, general or specific statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulations with respect to members of the Police Division, shall remain vested and exclusively in the Town of Wethersfield, including, but not limited to the following: determine the standards of services to be offered by the Police Division; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue reasonable rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. All of the above rights, responsibilities and prerogatives may not be subject to any grievances or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE III UNION MEMBERSHIP

3.0 As a condition of employment all present employees who are members of the Union upon the effective date of this Agreement shall remain members, in good standing for the duration of this Agreement.

3.1 Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing or shall be assessed a "Union Service Fee" within thirty (30) days as a condition of employment.

3.2 Each new employee, as a condition of employment, shall become a member of the Union in good standing or shall be assessed a "Union Service Fee". Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.

3.3 As convenient to it, but at least once each month, the Town agrees to deduct from paychecks a sum for dues upon the receipt of a valid authorization from the employee.

3.4 Deductions provided for in Section 3.3 shall be remitted to the duly authorized Treasurer of the Union not later than two weeks following the pay period in which the deduction is made. The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither the employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

3.5 The Town agrees that no employee will be prevented from entering their place of work unless under suspension or discharge. The Union agrees there will be no strike; refusal to work; work stoppage; work slowdown or mass absenteeism.

ARTICLE IV PERSONNEL

4.0 The Town and the Union shall recognize and adhere to all provisions of Laws, Ordinances, Personnel Rules and Regulations, Division Rules and Regulations, and Policies not otherwise superseded by the terms of this Agreement.

4.1 A. It is understood by the Town and the Union that the above may be subject to revision by the Town. Nothing that is identifiable under M.E.R.A. as a NEGOTIABLE issue shall be added to nor taken away from the above without prior NEGOTIATION between the Town (Chief of Police & Town Manager) and the Union (Union President).

B. All changes in issues that are identifiable as a management prerogative shall be DISCUSSED with the Union (Union President) as soon as is practicable.

C. Nothing above is intended to restrict the Chief of Police in the event of an OPERATIONAL EMERGENCY to take whatever steps are necessary to respond to such emergency up to and including the denial and/or cancellation of leaves and/or days off. OPERATIONAL EMERGENCY shall include, but not be limited to STRIKES, DEMONSTRATIONS, MAJOR CRIMES, or other unanticipated public safety related occurrences.

4.2 Division Rules, Regulations, and Policies shall be disseminated to all employees utilizing an electronic system that provides for automatic notification of revisions and electronic signoff of review. All new ordinances (affecting the police), Personnel Rules, and Regulations, will be provided by the Town Human Resources Officer or posted on the Town Intranet. The Town shall give employees electronic access to this Agreement.

4.3 Service ratings shall be available for review by the employee but such ratings will be confidential to the employee. Supervisors may review the service ratings with the employee concerned.

4.4 Employee shall have the right to review their personnel file, to the extent that he or she has a legitimate right to do so, during the normal working hours of the Chief. Such review shall be provided within a reasonable length of time.

ARTICLE V SENIORITY

5.0 Seniority shall be defined as the relative length of an employee's accumulative unbroken service employed by the Wethersfield Police Division as a regular full time officer. An employee's earned seniority shall not be lost due to absence from work due to layoff, illness, authorized leave of absence, or suspension. Rank Seniority shall be defined as the total length of continuous service as a permanent appointee to a given rank.

5.1 A. If an employee is on an approved leave of absence without pay for a full calendar month or is absent without leave for three (3) or more consecutive work days, the employee will not accrue any vacation leave or sick leave, holiday pay or service credit or any other benefit for that month.

B. Any employee suspended, for ten (10) or more working days but less than twenty (20) working days, will not accrue any vacation leave, sick leave or holiday pay for the period of the suspension.

C. Any employee suspended for more than twenty (20) working days will, in addition to 5.1 (B), not accrue any service credit for the period of the suspension although the suspension will not, so long as he is authorized to return to duty, be considered as an interruption in his continuous service for pension purposes.

5.2 A. All advancement to the rank of Sergeant and/or Lieutenant shall be made based on a multi-part, objectively scored testing process. Any eligibility list created from such a process will be valid for up to one (1) year unless the Union and Chief of Police agree upon an extension. All promotional opportunities for police officers in the Bargaining Unit requiring certification as a sworn police officer shall be posted in-house for a period of at least ten (10) working days. Sworn officers wishing to be considered for the promotional opportunity must submit their application directly to the Human Resources Department. If no qualified candidates complete the promotional examination process, the Town shall have the right to advertise the position outside.

B. In no event shall the content or makeup of any promotional examination be subject to collective bargaining.

C. Upon promotion to the rank of Sergeant and/or Lieutenant, such employee(s) will be provided training specific to the scope and responsibility of their newly acquired rank. The curriculum for said training will be developed in coordination with the Chief of Police and the Training Sergeant. Training will be completed within the first 90 days of the probationary period or close to it depending on scheduling of the appropriate training.

5.3 The Town shall submit a seniority list for the Wethersfield Police Division to the Union on July 1st of each contract year and after each new hire.

5.4 Seniority Determination

A. Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed on the same day, shall be determined by:

B. Their results on the entrance examinations, or in the case of Sergeants and/or Lieutenants, their promotional exams, with the greatest seniority being granted to the individual with the highest score.

C. Any further tie break will be resolved by the date of initial application to the Department.

5.5 The Town Manager may lay off an employee when he or she deems it necessary by reason of SHORTAGE OF WORK OR FUNDS, the ABOLITION of the POSITION, or OTHER MATERIAL CHANGE IN THE DUTIES OR ORGANIZATION, or for OTHER RELATED REASONS WHICH ARE OUTSIDE THE EMPLOYEE'S CONTROL and which do not reflect discredit upon the service of the employee. No regular employee shall be laid off while another person in a merit system position is employed on a probationary or temporary basis in the same class in the Division. No temporary or permanent separation of an employee from the service as a penalty or disciplinary action shall be considered as a layoff.

5.6 The Town Manager shall give written notice to the Human Resources Manager, the Union and to the affected employee(s) of any scheduled or unscheduled layoff and the reasons for it at least two (2) weeks prior to the effective date of the layoff, such notice accompanied with a copy of the current seniority list.

5.7 A. NO REGULAR EMPLOYEE shall be laid off while another person in the SAME CLASS in the DIVISION is employed on a PROBATIONARY STATUS. Layoff of employees shall be made in INVERSE order of LENGTH OF SERVICE in the CLASS, such junior employee within the affected layoff position and/or class shall "bump" down into the next lower class and so on allowing such "bumping" based on SENIORITY, until the LEAST SENIOR employee(s) within the DIVISION is laid off.

B. Any employee subject to layoff shall be placed on an appropriate RE-EMPLOYMENT list, a copy of which shall be supplied to the UNION.

C. POSITIONS AND/OR CLASSES WITHIN THE DIVISION and the ORDER of LAYOFF (based solely on SENIORITY) shall be the following:

- a. Commander
- b. Probationary Commander
- c. Sergeant
- d. Probationary Sergeant
- e. Officer
- f. Probationary Officer

5.8 Any employee who exercised any "bumping" privilege under 5.7(c) above and/or any junior employee recalled and who returns to work shall AUTOMATICALLY, be reinstated to his FORMER RANK and/or CLASS with any attached seniority thereto and without interruption to any service credit (for the purpose of pension, the employee may buy back such interrupted service time or any such monetary difference in such interrupted service time) provided that the position has not been eliminated from the organizational structure.

5.9 If such eliminated position is later restored, which caused the employee to "bump" down into a lower rank and/or class, said employee shall be returned AUTOMATICALLY, to his former higher RANK, without the need for competitive examination process.

5.10 If any employee who has been laid off fails to return to work within ten (10) working days after due notice by the Town to the employees last known address, he shall be considered to have chosen not to return to work for the Town.

ARTICLE VI PROBATIONARY PERIOD

6.0 No employee shall attain seniority rights under this Agreement until he has been continuously on the payroll of the Town as a member of the Police Division for a probationary period which shall be of sufficient length to enable the Town to fully determine the employee's ability to perform divisional duties. The normal length of the probationary period shall be one (1) year from the date of successful completion of instruction required by the Connecticut Police Standards and Training (POST). If the employee is a certified police officer at the time of hire then the probationary period will be one year from the date of appointment. The Town will make every effort to secure the employee's training at the earliest possible date.

6.1 Said employee serving a probationary period shall be entitled to holiday leave, rest periods, participation in the Town insurance program, and accumulation and use of sick and vacation leave. Employees failing to successfully complete probationary period shall not receive payment for unused accumulated sick leave.

6.2 During the probationary period an employee may be terminated at any time by the appointing authority, such termination shall be without right of appeal.

6.3 Employees within the Bargaining Unit, promoted from one classification to a higher classification in the bargaining unit shall serve a probationary period of twelve (12) months.

6.4 A. An employee promoted from an open competitive promotional list who does not successfully complete his probationary period, shall be REINSTATED to his or her former assignment if it has not been filled or there is a vacancy.

B. Employees promoted from an open competitive promotional list who does not successfully complete their probationary period shall be reinstated to their previous classification.

C. No employee shall be supplanted or negatively impacted due to such reassignment if necessary to provide for such REINSTATEMENT into a prior position (classification). Due to such reinstatement, if necessary, the Department and Town agree to carry the affected employee for the remainder of that fiscal year until such assignment can be redressed.

ARTICLE VII HOURS OF WORK

7.0 Officers and Sergeants assigned to the Patrol Bureau shall be required to work eight (8) hours on any working day on a four (4) days on, two (2) days off rotating basis. Officers will be assigned to one (1) of three (3) squads, and Sergeants will be assigned to one (1) of three (3) squads. All personnel will be assigned for three month bids through a seniority-based bid. The three-month cycles are Jan-March, April-June, July-September, and October-December and will begin on the first Monday of the month. Bids are due in accordance with the rules outlined in Appendix C.

A. The working shifts for Patrol Bureau personnel are:

- A Squad: 0730 hours to 1530 hours
- B Squad: 1530 hours to 2330 hours
- C Squad: 2330 hours to 0730 hours

7.1 Personnel within the Patrol Bureau will have seven (7) “Give Back” days per calendar year, whereby the agency can assign such officers to training assignments for up to eight (8) hours on scheduled days off at no additional personnel cost to the town. “Give Back” days shall be scheduled during the week a member has a 32 hour work week.

7.2 Personnel assigned to the Detective, Support Services, and Professional Standards Bureaus shall be required to work a forty (40) hour work week over five (5) consecutive days for eight (8) hours a day. The work week shall be defined as Monday through Friday, with Saturday and Sunday off.

- The standard working hours for the Detective and Professional Standards Bureaus are as follows: 0730 hours to 1530 hours. At the determination of the Chief of Police or their designee, a B Squad from 1530 hours until 2330 hours may be permitted.
- The standard working hours for the Support Services Bureau are: 0700 hours to 1500 hours and 0730 hours to 1530 hours.

- Deviation from the listed regular shift hours for assignments in this section may be done with the permission or direction of the Chief of Police or their designee.

7.3 Staffing for each Division

A. Patrol Officers

1. Each squad shall have a minimum number of seven (7) “slots” totaling 21 for each bid cycle. The Chief of Police or their designee can add additional slots to the Squad of their choice.

B. Patrol Sergeants

1. There shall be five (5) patrol sergeant positions with the following squad assignments:

- i A Squad – one (1) Sergeant
- ii B Squad - one (1) Sergeant
- iii A/B Relief- one (1) Sergeant
- iv C Squad- two (2) Sergeants

C. Detectives:

1. Four (4) officers will be assigned to the Detective Bureau and responsible for general investigations.
2. One (1) officer shall be assigned to the Detective Bureau and responsible for juvenile investigations.
3. One (1) officer shall be assigned to the Detective Bureau as a Task Force Officer.

-Any additional assignments to the Detective Bureau shall be at the discretion of the Chief of Police.

7.4 Unless otherwise permitted by Section 7.6, an employee’s regular days off shall not be changed during the bid cycle except with the employee’s consent.

- A. All temporary changes due to separation, disability, or extended training may be made on a voluntary basis based on seniority and staffing availability.
- B. Such temporary changes shall last until the next bid cycle.
- C. Employees may exchange workdays and/or work periods with another employee upon approval of the Chief of Police or their designee.

7.5 Circumstances permitting, all officers will be allowed to take one (1) meal period, not to exceed thirty (30) minutes, per eight (8) hour work period or partial work period of longer than five (5) hours.

7.6 Subject to Article IV, the Town may, during emergency conditions, modify the work schedule to meet the needs of the Town. The Patrol Bureau work schedule may be changed if such change is:

A. Necessary to meet non-emergency public safety needs; or

B. Necessary to meet changing trends in the Town's need or desire for police service.

C. If either of these circumstances presents itself, the work schedule may be changed by agreement between the Chief of Police and Union President. Should either party not agree, the work schedule may be changed, in the case of 7.6 A, with the Town Manager as sole and final decision maker, and, in the case of 7.6 B, by negotiation with the Union.

7.7 When necessary, the Chief may assign an employee for a continuing investigation onto the next following shift in order to complete said investigation, on an overtime basis. If the investigation is one that necessitates more time than the next following shift, (i.e. fatal) the Chief may assign the employee to a different shift in order to conduct and/or conclude said investigation and upon such conclusion the employee shall be returned back to his normal work schedule. Nothing herein shall restrict the Chief of Police from exercising those prerogatives given to them in 7.6.

7.8 Flex Time Option

A. FLEX TIME OPTION FOR DETECTIVE, SUPPORT SERVICES AND PROFESSIONAL STANDARDS BUREAU: This option shall be offered at the discretion of the Chief of Police. Police Commanders and all members assigned to any Bureau (excluding the Patrol Bureau) shall have access to this option. Members of the bargaining unit may be allowed to alter the hours of their assigned shift (Known as "Flex Time"). The use of flextime will be by mutual agreement by the Chief of Police and the Member involved. Should an objection be made, by any of these two, then the flextime request shall be denied. The member would then work their normal hours under 7.0 and the duty roster. The member shall work a full eight (8) hour shift with the exception of authorized leave. The use of flextime shall neither cost the town any overtime nor reduce the manpower to a level not consistent with present practices.

B. FLEX TIME OPTION FOR PATROL BUREAU: This option shall be offered at the discretion of the Chief of Police. Members of the bargaining unit may be allowed to alter the hours of their assigned shift (Known as "Flex Time"). Flextime will be used by mutual agreement between the Chief of Police and/or their designee and the Member involved. Should an objection be made by these two, then the flextime request shall be denied. The member would then work their normal eight (8) hours under 7.0. The member shall work a full eight (8) hour shift with the exception of authorized leave. The use of flextime shall neither cost the town any overtime nor reduce the manpower to a level inconsistent with current practices. The following criteria must be met before flextime is approved.

1. No officer may “flex” their work hours to a shift where an overtime assignment, voluntarily or involuntarily, has been filled to maintain minimum staffing levels.
2. If the Private Duty is completed in less than eight hours, the member shall commence or complete their eight (8) hour shift within that calendar day. The member also has the option of taking the time off using accrued time. If the Private Duty is not completed in eight hours, a relief officer will be assigned so the flexing officer can work their eight-hour patrol shift. See Article VI Special Police Duty.

7.9 Special Assignment: There shall be three "SPECIAL ASSIGNMENT" positions added to the staff setup. These positions may be filled at the discretion of the Chief of Police. These positions shall be filled on a voluntary basis, with their duties set by the Chief of Police. The duty hours for these positions will be by mutual agreement by the Chief of Police, the Member involved and the Union President.

7.10 ADMINISTRATIVE SERGEANTS ROTATION (ADMINISTRATIVE & TRAINING)
Sergeants assigned to an Administrative Roll shall be required to work a forty (40) hour work week over five (5) consecutive days for eight (8) hours a day. The work week shall be defined as Monday through Friday, with Saturday and Sunday off.

ARTICLE VIII OVERTIME WORK

- 8.0 A. Employees shall receive one and one half (1 ½) of their regular hourly rate for all hours in excess of forty hours per week and eight hours per day. Computation shall be in fifteen (15) minute units or the nearest part thereof.
- B. Employees shall receive one and one-half (1 ½) of their regular hourly rate for all hours spent in training, including travel time (subject to restrictions below), with a MINIMUM of four (4) hours overtime, when such training occurs during the employee's off-duty hours.
1. Travel time will not be paid when the training site is in the Town of Wethersfield.
 - a. For off-site training, travel time will be compensated in fifteen (15) minute increments.
 - b. "Travel time" is the reasonable, ordinary time to travel to and from their portal to the training site.
- 8.1 A. Employees shall receive one and one-half (1 ½) times their regular hourly rate for emergency standby time, beginning at the time of notification.
- B. The Town and Union agree that there shall be no "holding" in connection with called back-to or called-in-early overtime unless an emergency occurs. "Holding" is defined as "holding" a called-back-to-duty or called-in-early officer for overtime beyond what is

required to handle the situation(s) which required the need for an extra officer or officers."

8.2 Community events, parades, and funeral assignments for police personnel or other dignitaries shall be voluntary unless the officer is on duty when they may be required to participate in the preceding. Those participating while off duty may be eligible for compensatory time in accordance with Section 8.16 A.

8.3 A. Employees who may be required to return to perform overtime duties shall be compensated at one and one-half (1 ½) times the normal rate for hours worked.

B. Employees assigned to specialized units (listed below) may be required to return to perform overtime duties not in conjunction with their shift shall be compensated not less than three (3) hours of pay at a rate of one and one-half (1 ½) times their normal rate. Additional time worked beyond three (3) hours will be compensated at fifteen (15) minute increments. . This provision shall only apply to situations where 8.7 A, was not applied.

1. Detective Bureau
2. Capital Region Emergency Services Team
3. Midstate Accident Reconstruction Team
4. Marine Patrol (CREST Dove Dive Team)
5. Canine Unit Members

8.4 There shall be no duplication of overtime.

8.5 All paid time shall be considered as work time for the purpose of overtime computation, with the exception below:

A. Sick time does not count as hours worked for overtime computation.

1. Section 8.5.A will not apply if notification of sick leave is seventy two (72) hours prior to shift i.e. doctor's appointments.

B. Any vacancy created by an employee can be filled by the same employee at a straight time rate.

8.6 Officers shall work at most eighteen (18) hours within twenty-four (24) hours. Such restriction shall be suspended in an emergency or with permission of the Chief of Police or their designee.

8.7 A. All voluntary overtime to fill Patrol Bureau vacancies to meet minimum patrol staffing levels will be distributed fairly and equitably, based on job count, to regular full-time bargaining unit members, who shall have the exclusive right to all such overtime. The DTS system will award the officer with the lowest turns and then hours. Each awarded job counts as a turn. Turns will be reset weekly starting at "0" turns on Tuesdays. Hours will be reset on January 1st, April 1st, July 1st, and October 1st.

1. In the case of a tie, eligibility shall be determined first by the last overtime vacancy date worked and then by seniority within classification.
2. If no member within a classification elects to fill the vacancy voluntarily, a member of one classification higher may voluntarily fill the vacancy, but will not be subject to working below their classification.

B. If the assigned shift cannot be filled utilizing the process in Section 8.7 A, personnel shall be subject to being ordered to work the shift (Ordered-in). All mandatory overtime shall be made by inverse order of seniority from a list newly established on July 1 of each year a copy of which shall be supplied to the Union. The selection of personnel to be ordered in shall follow the following procedure by order in count;

1. Identify personnel within the classification working shifts before and after the vacancy (to include Detectives, School Resource Officers, Special Assignments, and Administrative personnel);
 - i. If no member is eligible for order in within this group, proceed to the next step.
2. Identify personnel on an assigned training day;
 - i. Discretion should be applied in cases involving multi-day trainings, which would cause the member to work their regular days off;
 - ii. If no member is eligible for order in within this group, proceed to the next step;
3. Identify personnel on a regular day off, flex, or swap;
4. Personnel who are on duty for sixteen (16) continuous hours preceding or subsequent to the vacancy are ineligible to be ordered in.
5. Personnel on a day off using earned, accrued, or personal time are ineligible to be ordered in.
6. Once it is determined who the eligible member is, the officer shall be contacted by a member of a higher classification. The first eligible member has the option of taking the whole eight (8) hour shift or the four (4) hours continuous with their shift. The next eligible officer for the other half of the shift shall be ordered in for the four (4) hours continuous with their shift.
7. Personnel ordered in, citing a conflict, may claim a hardship. In the event of a hardship, it is the responsibility of the ordered in member, to attempt to find an eligible officer who will volunteer to work the order in. The volunteer will then receive credit for the order in.
8. Records of voluntary and ordered assignments will be made available for inspection to Bargaining Unit members upon reasonable request.

8.8. In the event of a “holdover” that is not emergency in nature and reasonably anticipated to last four (4) hours, the Town shall attempt to fill the vacancy on a voluntary basis first. Should the vacancy not be filled voluntarily, the shift will be filled using the order in procedures outlined in Paragraph B(1-8), of this section, and the member will be ordered held over. The member will be credited with an order in and shall be compensated at a rate of one and one-half their normal rate.

8.9 All voluntary overtime work filling vacancies in the normal staffing pattern shall be distributed fairly and equitably to regular full-time employees of this Bargaining Unit, and they shall have "exclusive right" to all such overtime. Distribution shall be made equally, amongst the Bargaining Unit employees and shall be made by SENIORITY for Police Officers and by RANK SENIORITY for Sergeants and Commanders from lists newly established Quarterly (the first day of January, April, July and October). As of July 1, 2006 Sergeants shall be grouped below Police Officers on the Department Overtime lists and shall advance amongst themselves, copies of which shall be supplied to the Union. Pursuant to 8.14 below, employees assigned to the Support Services Bureau shall have priority in the filling of headquarters and dispatcher vacancies.

8.10 Should a mistake in the distribution of overtime duty occur, where an employee is mistakenly "passed over", when that employee could have availed themselves of such overtime duty and such incident is then acknowledged by the Union and the Town to have occurred, it shall be remedied in the following manner. The mistakenly "passed over" employee shall have the status of "super priority" to be used for one overtime opportunity with an expiration of one (1) month from incident. No employee will allege an error in the administration of that program unless the Union agrees with that employee that an error has been made and the Union notifies the Chief in writing that it wants the employee to have "super priority".

8.11 Nothing in this section shall be interpreted to require the calling in of another officer when the Town seeks the services of a given Bargaining Unit member and they are specifically needed by virtue of their specialization.

8.12 A. Field Training Officers shall be provided one hour of additional compensation for each completed Daily Observation Report of a probationary police officer with the option of choosing Overtime or Compensatory time at a rate of one and half (1 ½) times their pay rate. The designation and use of compensatory is subject to the provisions of the applicable collective bargaining agreement, including Section 8.16 A. It shall be the responsibility of the Field Training Officer's Supervisor to submit the appropriate required time recording device along with reviewing the Daily Observation Report to assure payment.

B. It is the intent of the parties that such Field Training Officer responsibilities will be completed during the officer's regular work hours to the extent possible. If the Field Training Officer responsibilities cannot be completed during the officer's regular work hours, then the Field Training Officer is entitled to overtime or compensatory time at a rate of one and half (1 ½) times their pay rate for any additional time worked which will be paid in fifteen-minute increments.

8.13 Employees whose attendance may be required for any HEARING, INQUIRY, DEPOSITIONS, COURT TIME, or any attendance which is MANDATORY relative to any case, civil, criminal, or administrative, and when acting in an official capacity, and occurs during the employee's off-duty hours, shall be compensated not less than THREE (3) hours of pay at a rate of one and one half (1 ½) times their normal rate. Additional time worked beyond THREE (3) hours will be compensated at fifteen (15) minute increments.

8.14 A. Support Services Bureau members and Dispatch-Qualified officers shall have priority, in that order, in the filling of all mandatory overtime for headquarters and dispatcher vacancies. No bargaining unit employee shall be mandated to work beneath his class.

8.15 Minor tardiness (less than fifteen minutes) at any overtime assignment shall not affect minimum payment guarantees. Tardiness beyond fifteen minutes will result in payment for only hours worked.

8.16 A. Compensatory Time: Members may select this option to receive Compensatory (Comp) time in lieu of Overtime Pay. This provision will be administered in accordance with the Fair Labor Standards Act and Connecticut General Statutes. Overtime work is defined in section 8.0 A of this agreement. No member can be ordered or forced to take compensatory time in lieu of payment by the Town for any reason.

B. Once a member makes this selection, they shall write "COMP" on their overtime slip for that time. Members can accumulate and retain up to 240 hours of compensatory time, after which they must receive overtime pay. Each member shall be paid in full for any accumulated compensatory time at the time of separation or retirement. Members shall be allowed to take comp time off in increments of Fifteen (15) minutes, Half hour (1/2), One Hour, or whole eight (8) Hour shifts. Each member shall be paid in full for any accumulated compensatory time at the time of separation or retirement. This option shall only apply to Department overtime, not Private Duty. Requests for Comp Time Off shall be denied if it creates overtime.

ARTICLE IX SPECIAL POLICE DUTY

9.0 A. Special police duty shall mean duty for which the Town is reimbursed by some other party, agency or division and outside of the regular work schedule. Payment for all special police duty (excluding local non-profit, community and governmental organizations) shall be time and one-half the maximum patrol officer's rate with a minimum of eight (8) hours, except as noted below in 1&2. Time in excess of eight (8) hours shall be at the double time rate.

1. Payment for special police duty for local non-profit and governmental organizations (excluding MDC and PGA Golf Tournament) shall be time and one-half the maximum patrol officers' rate with a minimum of four (4) hours.

2. Requests for Special Duty Police services received from the Board of Education (to include their athletic departments) for scheduled events shall be compensated at the same rate as "local non-profit and governmental organizations" with time worked beyond four (4) hours compensated at fifteen (15) minute increments.

B. For special events requiring four (4) or more officers, a supervisor (Sergeant or Lieutenant) shall be hired in addition to the four (4) officers. The supervisor shall be compensated at top step Sergeant's rate.

C. Any special police duty performed on a holiday recognized in Section 14.0 shall be at the rate of double time the maximum patrol officer's rate. Payments to police commanders and sergeants for special police duty at time and one-half the maximum patrol officer's rate are understood to be allowable under the Fair Labor Standards Act because the user of the special police duty is considered to be a separate employer. It is also understood, however, that this separate employment relationship is solely for compliance with the Fair Labor Standard Act; for all other purposes, officers performing such duty shall be considered employees of the Town, as in the past.

D. All cancellations shall be made two (2) hours before the event or the requested time for services rendered; otherwise, full payment shall be made to the assigned officer.

E. Payment for all Special Police Duty work (excluding local non-profit and governmental organizations) shall be paid at double time the maximum patrol officer's rate under the following circumstances:

1. The work is performed during the weekend which is defined as any hours between 0000 hours Saturdays through 0600 hours Mondays;
2. The work is performed during the "night" hours of 2200-0600;
3. The work is performed in response to a private duty request that is received by the Wethersfield Police Department after 2200 hours on the day prior to the day upon which the work is to be commenced;

4. Any work performed under subsections 1-3, above, which is in excess of eight (8) hours and fifteen (15) minutes will be paid at the double time rate in a minimum of four (4) hour blocks.

9.1 Special Police Duty jobs shall be distributed to regular full time employees of the Bargaining Unit, and they shall have exclusive right to all such Special Police Duty jobs. The DTS system will award the officer with the lowest turns and then hours. Each awarded job counts as a turn. Turns will be reset weekly starting at "0" turns on Tuesdays. Hours will be reset on January 1st, April 1st, July 1st, and October 1st.

A. In the event no Bargaining Unit employee(s) is available or willing to work on a voluntary basis, the Chief of Police, or another ranking officer he designates, may assign a Bargaining Unit employee to such duty and such assignment shall be mandatory, with a payment of an additional fifty (\$50.00) dollars for any special police duty (excluding local non-profit community and governmental organization) and an additional twenty (\$20.00) dollars for special police duty for local non-profit, community and governmental organizations (excluding MDC). Such mandatory assignments will be equally distributed amongst the Bargaining Unit and shall be made by inverse - seniority from a list newly established amongst the Bargaining Unit and shall be made by inverse seniority from a list newly established on July 1st of each year, a copy of which shall be supplied to the Union.

B. Should a mistake in the distribution of special police duty occur, where an employee is mistakenly "passed over", when that employee could have availed them self of such overtime duty and such incident is then acknowledged by the Union and the Town to have occurred, it shall be remedied in the following manner. The mistakenly "passed over" employee shall have the status of "super priority" to be used for one special duty opportunity with an expiration of one (1) month from incident. No employee will allege an error in the administration of that program unless the Union agrees with that employee that an error has been made and the Union notifies the Chief in writing that it wants the employee to have "super priority".

9.2 The Town shall assess a surcharge, against the payer, to all special police duty to cover pension, and other costs actually directly related to the direct expenses incurred by the Town in having the officer(s) perform that duty. That part of the surcharge that is assessed because of the pension plan cost shall be set, for the ensuing year, at the percentage contained in the most recent actuarial report of the police pension. It is the intent of the parties that the procedure referred to in Section 9.1 will be workable and result in a fair and equitable distribution, of Special Police duty work, amongst employees. Therefore, should a situation develop that either party feels does not accomplish the above, the party seeking an adjustment shall notify the other in writing of the requested adjustment. Within five (5) days of the receipt of the written request, a meeting shall be held at a time and place which is mutually agreeable to the parties. The resolutions shall be by memorandum of understanding.

9.3 Minor tardiness (less than fifteen minutes) for any overtime assignment shall not affect minimum payment guarantees. Tardiness beyond fifteen minutes will result in payment for only hours worked.

ARTICLE X VACATIONS

10.0 Employees shall receive the following annual vacation at their basic rate of pay based upon length of service as of the employee's anniversary date of employment of each year.

Less than one year of service	One week
One year, but less than five complete years of service	Two weeks
Five years, but less than ten years of complete service	Three weeks
Ten years of complete service but less than fifteen	Four weeks
Fifteen years, but less than twenty years of complete service	Five weeks
Twenty years of complete service and over	Six weeks

Certified Officers shall receive one week of vacation upon hiring date.

10.1 Vacations

A. No vacations or additional leave days (earned days) shall be accumulative or carried over to exceed two years without approval of the Town Manager. Each year employees so projected, shall be given adequate notice by April 1st and they shall then submit their requests. If such is then denied, they shall make additional efforts to use such accumulated time. If such time cannot be taken off by June 30, it will not be lost if used by December 31.

1. July, August, and September (through Labor Day) shall be considered “prime time” for vacation purposes. The rest of the year will be considered non-prime time.
2. All “Prime Time” vacations shall be requested, scheduled, and taken in multiples of full weeks.

B. Requests for vacation during prime time shall be submitted by March 1st of each year in order for an officer to exercise seniority rights for that period. Such requests may be accompanied with an exchange of workdays and/or work periods in order to better facilitate the officer’s vacation request, as to days off, shift, or squad, etc.; further, earned days may also be submitted in conjunction with the above request(s), in either or both instances it shall be the co-signer(s) and/or officer filling such vacancies responsibility to fulfill the requirements of the agreed to arrangements with the requester of the vacation time. If a vacation request involves an exchange and/or an advance earned day request, the entire package must be submitted by the deadline date. This means that an exchange request and/or an advance earned day request must be signed off by the parties involved and submitted with the vacation request. Once approved, the package cannot be changed or modified. Officers shall be notified of approved or rejected requests by March 15th of that year.

C. All vacation leave will be approved on a rank-by-rank basis within each Bureau. Conflicting requests within each rank, will be resolved in favor of the employee with greater seniority by the Chief of Police or their designee.

1. Patrol Bureau: Approval or denial of vacation requests will (minimally) consider minimum staffing levels, approved training, and other long-term absences of other officers in the same shift.

2. Nothing in this section will prohibit an officer from attempting to arrange a schedule swap with another officer to alleviate these restrictions.

D. During "Prime Time" vacation, no more than two (2) officers will be approved per day per squad.

E. During "Prime Time" vacation, no more than two (2) Patrol Sergeants (one (1) per shift) and one (1) Administrative Sergeant will be approved per week.

1. If there are none or only one Patrol Sergeant requesting vacation, then both Administrative Sergeants will be approved for vacation.

F. Detective, Support Services, and Professional Standards Bureaus:

1. Vacation requests will routinely be requested unless, in the view of the Bureau commander, there needs to be more staff available to provide service coverage.

G. Employees shall be granted one (1) "Short Vacation" per fiscal year. This vacation must include at least two (2) days of approved leave (vacation leave, earned leave, personal leave). This time may not be requested during "Prime Time" Vacation until after March 15.

10.2 Preference as to time of taking vacation shall be given to employees of greater seniority within applicable rank. Such seniority shall be based on the date the employee first began working in the applicable rank. All requests for vacation time must be approved by the Town based upon the needs of the Division at that time.

10.3 An employee who is dismissed, retired or separated for any reason from the Police Division shall be paid the sum total of his accumulated vacation leave and earned days, (additional leave days) provided, however, that in no case shall the employee be paid for more than the two-year accumulation earned days referred to in 10.1 A.

10.4 Employees requesting earned days shall be afforded every opportunity to accommodate their request. Generally, requests for earned days may be no less than twenty-four (24) hours in advance, and may be denied only if the resulting vacancy cannot be filled on a voluntary basis by another officer qualified to perform the duties of the vacancy. Where there is an employees' conflict, (two or more employees requesting earned days for the same shift) approval shall be based on seniority.

10.5 Where there is an employees' conflict for requested time off (weekly vacations and single vacation days only), approval shall be based on seniority within bureau lines.

10.6 If staffing permits, personnel shall be permitted the use of vacation time, in one (1) hour blocks at the beginning or end of shift. Priority shall be given to Earned Days, Full Single Vacation Days and four hour vacation time requests.

10.7 In extraordinary circumstances in which a member of this Bargaining Unit finds himself unable to report for duty due to circumstances beyond his control, he may be granted emergency vacation leave, prospectively, if approved by the Chief of Police or his designee.

10.8 Each employee of this Bargaining Unit shall be allowed to use TEN SINGLE VACATION DAYS throughout the year (with exception of recognized holidays as designated pursuant to Article 14.0) per the same prescriptions as under Article 10.4.

10.9 PIN DAY: To recognize milestones throughout a Wethersfield Police career, officers shall be awarded eight (8) hours of Compensatory Time in recognition of their 5, 10, 15, 20 and 25 year anniversary of having their Police Badge pinned. This time shall be placed in the employee's Comp Time bank.

10.10 PERSONAL LEAVE DAY: An employee who has completed five (5) years of service shall be awarded ONE (1) Personal Leave Day. Employees assigned to the Patrol Division and not afforded the flex-time option shall be awarded one additional Personal Leave Day for a total of TWO (2) leave days. These days off with pay shall be awarded on the employees hire date and shall be used prior to the following hire date. The Personal Leave Day is not accumulative. This leave day shall be granted, notice must be given sixty (60) minutes prior to the starting of scheduled work except in an emergency. Personal Leave Days must be used in one eight (8) hour block and shall not be allowed on the Holidays identified in Article 14.0.

ARTICLE XI EARNED LEAVE

11.0 In addition to the above allowances, an employee may earn a maximum of four (4) additional earned leave days each year, becoming entitled to an additional leave day for a perfect attendance during any mutually exclusive continuous three (3) month period. For purposes of determining eligibility for their additional earned day, absence due to holidays, approved vacation leave, or approved family leave as under Article 10, Article 12 and Article 14 shall not disrupt the attendance record.

A. Any mutually exclusive continuous three (3) month period shall be further defined as mutually exclusive continuous 90-day period. While an employee may earn this additional earned leave day upon completing the 90th day of perfect attendance, the Town shall not be required to calculate the period, nor award the day, to the employee, until the end of the calendar month within which the 90th consecutive day of perfect attendance was completed.

11.1 Any declared emergency day (s) or day (s) of mourning celebrated or extended to all other Town employees in the form of time off with pay, shall be granted to members of this Bargaining Unit by the granting of an additional earned day.

ARTICLE XII FAMILY LEAVE

12.0 Seven days (7) of paid leave shall be granted to an employee for the death of the employee's spouse or partner in a valid civil union recognized under state law, and/or domestic partner who is domiciled in the employee's household for at least one year's time and/or the employee's child or stepchild.

12.1 Special leave of absence of up five (5) working days with pay shall be granted an employee from the date of death to funeral for the purpose of funeral attendance in the event of death of the employee's: Father, Mother, Brother, Sister, Father-in-law, Mother-in-law, Grandparents, Grandchild or Relative domiciled in the employee's household.

12.2 Special leave of absence up to one (1) working day for the purpose of funeral attendance (provided the employee actually attends) in the event of the death of the employee's: Niece, Nephew, Aunt or Uncle.

12.3 In the event that any of these bereavement days fall on what would not normally be a working day, employee will not be compensated for that day.

12.4 In the event of the wedding of an employee, he or she shall be guaranteed three consecutive days off. The following accumulated leave may be used: vacation, special vacation, earned and personal. Compensatory time may not be used.

ARTICLE XIII SICK LEAVE

13.0 All members of the Bargaining Unit shall earn sick leave credits as follows:

- A. 10/12 day per month for less than fifteen (15) years of regular full-time service with the Police Division
- B. at the rate of one (1) day per month at or after fifteen (15) years of regular full-time service with the Police Division. (For the purpose of this article, "day" shall mean working day.)

13.1 Sick leave shall be allowed only in the event of actual illness or injury of the employee, exposure to contagious disease, health examinations and care, and to permit the absence of employees for a reasonable period to make arrangements to care for the immediate family, and shall not be considered as a privilege which an employee may use at his discretion. Absences for sick leave shall be charged in half day increments, unless it is a situation in which an employee becomes ill while at work in which case it will be charged in two (2) hour increments.

13.2 In the event of actual illness for which sick leave is claimed, notice must be given sixty (60) minutes prior to the starting of scheduled work except in an emergency. The Town may require an acceptable medical certificate signed by a licensed physician to substantiate a request for sick leave for the following reasons:

- A. any period of absence consisting of more than four (4) consecutive working days;

- B. to support request for sick leave of any duration during annual vacation
- C. leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required;
- D. leave of any duration when evidence indicates reasonable cause for requiring such a certificate.
- E. Failure to provide such certificate upon request shall be sufficient grounds to deny sick leave.

13.3 The Town reserves the right to require the employee to submit to a physical examination by a doctor of the Town's choice and at the Town's expense.

13.4 A. An employee separating from the Town service shall be entitled to receive pay at normal daily rate at such time of separation as follows:

- For separation at or after 25 years of service 65% of time accrued.
- For separation at or after 20 years of service 40% of time accrued.

B. Employees shall receive 50% of time accrued in days each fiscal year and shall be paid for same by July 15. Such time shall be paid at the rate earned and shall be deducted from time accrued. At time of separation, the employee shall only be paid for 50% of the time accrued in days during that fiscal year within which he is separating.

C. Employee Option: Prior to July 1 of each year an employee may waive in writing the payment of the 50% of time accrued in sick days (hours) each fiscal year. The employee may request the use of the following options:

1. The 50% of the time accrued is placed onto the employee's sick bank of time.
2. The 50% of the time accrued is placed onto the employee's Comp Time, bank of time.

13.5 These allowances do not extend the separation date, but at the option of an employee retiring from the Town service, may be added to years of credited service, at the separation ratio.

13.6 In the case of the death of an employee all monetary remunerations owed to the employee by the Town shall be paid to the stated beneficiary or husband, wife or next of kin in accordance with Section §45-266 of the General Statutes.

ARTICLE XIV HOLIDAYS

14.0 The following shall be recognized as paid holidays, and all eligible employees shall receive eight (8) hours pay at their regular straight time hourly rate therefore:

New Year's Day Independence Day

Martin Luther King Day Labor Day

Washington's Birthday Columbus Day

Lincoln's Birthday Veteran's Day

Good Friday Thanksgiving Day

Easter Sunday Christmas Day

Memorial Day

14.1 Any additional holiday(s) whether anticipated or unanticipated and not mentioned in 14.0, that are celebrated or extended to all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to members of this Bargaining Unit by the payment of an additional day's pay.

14.2 A. Each employee who works on a holiday or a day during which is they are regularly assigned to perform such work, or whose normal day off falls on a holiday, shall receive holiday pay for each such day.

B. Each employee who actually works eight (8) hours or more of departmental duty on the OBSERVED holidays listed in 14.0, shall be paid at a rate of one and one-half (1 ½) times his or her hourly rate of pay for such hours worked in addition to eight (8) hours holiday pay.

C. Requests for Christmas and New Year's Day holidays must be made by November 25 of each year in order that an employee be given priority by seniority for the day off.

1. Requests made after such time will be granted on a first come basis and shall be made via Department e-mail to the Administrative Services Bureau.

14.3 Payments for holiday shall be included in a pay period for the week in which the holiday occurs.

14.4 Holiday Option

- A. The minimum staffing level for each Holiday shall be determined and set by the Chief of Police.

B. Holiday Option: Employees scheduled to work on a holiday may request "Holiday Option", Holiday Option shall be defined as, the actual day off from work, with eight (8) hours regular pay.

C. Approval shall be based on seniority provided the requests are submitted no less than two weeks before the holiday. Requests submitted less than two weeks before the date requested shall be approved on a first-come, first serve basis.

14.5 Holiday Compensatory Time

A. Each employee who actually works eight (8) hours or more of Departmental duty on our observed holidays may select this option. Holiday Comp Time shall be defined as eight (8) hours of regular pay, and twelve hours saved as "Comp Time". This section shall comply with 8.16 A.

ARTICLE XV COMPENSATION/LONGEVITY PAY/DEFERRED COMPENSATION

15.0 Wage and Salary rates payable to the employees covered by this Agreement are fully set forth in Appendix A, which is hereby incorporated into, and made a part of this Agreement. Employees must be actively working at the time the Agreement is ratified by both parties in order to receive any increases, or incur any retroactive increased contributions.

15.1 A. Any employee shall be entitled to an extra and separate payment, in addition to the first pay check in December provided that the employee has completed the indicated number of full years of continuous full-time service as of December 1:

-After five (5) years of service \$250

-After ten (10) years of service \$300

-After fifteen (15) years of service \$450

-After twenty (20) years of service \$600

B. Employees hired after July 1, 2015 are not eligible for longevity pay.

15.2 For the purpose of normal retirement ONLY, any eligible employee retiring as of October 31st or November 30th shall be entitled to his or her longevity payment irrespective of receiving a paycheck in December, and such longevity payment shall be added to his average for the purpose of pension.

15.3 Any member assigned to the Detective Division for more than ninety (90) days, (excluding training position or special assignment) and given the title of Detective, shall receive a \$5,000.00 yearly stipend while in such assignment. The stipend shall be paid in two increments, employees \$1,500 on July 1st, and \$3,500 on January 1st each year.

15.4 Each employee shall be considered for an increase within the limits of the pay range for the class of work performed by the employee, at least once every twelve months of full time work or its equivalent. This review shall take place during the anniversary of the month in which the employee achieved permanent status, or was promoted to his present position. All pay rates shall be subject to the approval of the Town Manager.

15.5 The minimum rate of the assigned pay grade shall normally be paid upon appointment to the class. Appointment at an intermediate rate may be paid upon written approval of the Town Manager. Justification for approval will be limited to recognition of exceptional qualifications of an eligible applicant or certification by the Human Resources Manager of a lack of available eligible applicants at the minimum rate. The employee may be advanced to the second step of the pay range at the end of six months of service, and to the third step of the range upon appointment to permanent status, both being subject to the recommendation of the supervisor and written approval of the Town Manager.

ARTICLE XVI EQUIPMENT, UNIFORM AND CLOTHING ALLOWANCE

16.0 The Town agrees to continue the practices and regulations concerning the issuance of equipment and clothing which are in existence at the effective date of this Agreement.

16.1 The Town shall reimburse any member of the Bargaining Unit for loss of or damage to personal property and/or clothing which is suffered as a result of a chase or physical contact with another person or animal while in the performance of police duties. A claim for reimbursement must be based upon a replacement of like quality and shall be supported by either an inventory of personal items previously placed on file with the Town, or by including with the claim the item for which replacement or repair is sought.

16.2 The Town shall have the option of buying the repairs, replacement, or the reissuance of equipment within thirty (30) days of the request, or of paying to the employee on the basis of an acceptable invoice, for such repairs, reissuance or replacement if the Town so elects to have the employee handle such directly.

16.3 The Town agrees to provide a uniform cleaning allowance at the rate of \$500 per year for the purpose of maintaining uniforms in a clean and neat condition. Such allowance shall be paid in two increments, \$250 on July 1 and \$250 on January 1 of each year. The Town and the Union agree that employees of this Bargaining Unit shall not be requested to service any police vehicle(s), except for the gassing of their respective vehicle.

16.4 The Town and the Union agree that all future police vehicles shall have as equipment AM/FM radios, air conditioning and power windows.

16.5 The Town and the Union agree that reimbursements for official travel shall be at the same rate as established by Town policy for all other employees.

ARTICLE XVII EDUCATIONAL INCENTIVE PAYMENTS

17.0 The Town shall in accordance with Town policy, reimburse all permanent bargaining unit members for the tuition cost of courses taken in a systemized educational program when such courses are completed with a grade of C or better and such course of study is job-related as determined by the Human Resources Manager. Educational course work shall include tuition, student activity fees, college service fees and laboratory fees. The Town shall maintain an educational fund of \$4,000 for the exclusive use of Bargaining Unit Members. Bargaining Unit Members shall be reimbursed at 90% capped at \$1,000.00 per person, per year. The Bargaining unit employees may reapply for additional reimbursement, if the \$4,000 has not been depleted by the end of the fiscal year. The employee must submit paperwork by April 1st to the Human Resources Manager. If more than one employee reapplies, then the amount will be divided among the members. To be eligible for reimbursement employees must complete and submit the Town's Request Form for Tuition Reimbursement.

ARTICLE XVIII INSURANCES/WELLNESS PROGRAM/WAIVER OF HEALTH INSURANCE

18.0 A. Dental and Vision:

Blue Cross Full Service Dental Plan including Dental Rider ABCD will be offered to employees, their spouse and eligible dependents until age 19.

Anthem Vision Care Plan Rider will be provided to employees and their eligible dependents by the Town.

B. Medical Plan:

All members will have the option to join and remain in the CT Partnership 2.0 with Anthem Blue Cross/Blue Shield being the administrator.

C. Employee Percentage of Premium Cost Share for Medical and Dental:

July 1, 2023: 20%

July 1, 2024: 20%

July 1, 2025: 20%

July 1, 2026: 20%

D. Prior to each year's adjustment (if any) to the insurance premium(s) by the carrier, the Town and Union shall meet and share in all information that is provided by said carrier relative to any such anticipated increase or decrease in said premium(s).

E. The Town shall provide for employee contributions to health benefits to be made on a pre-tax basis in accordance with Section 125 of the IRS Code.

F. THERE SHALL BE NO CHANGE IN CARRIERS UNLESS NEGOTIATED WITH THE UNION.

If the Union wishes to leave the State Partnership Plan and switch to the group health insurance plan (“Town’s Plan”) currently being provided by the Town to its other employees, the Union shall notify the Town in writing and at least ninety (90) calendar days in advance of the renewal date for the Town’s Plan, of the Union’s interest in switching to the Town’s Plan. Following receipt of the Union’s notice, the Town agrees to meet with the Union to discuss the possible switch by the Union to the Town’s Plan. If the Parties are unable to agree on the terms for the switch of the Union members to the Town’s Plan, then the Union members shall remain in the State Partnership Plan until the next annual renewal period at which time the Union may again request a discussion of switching to the Town Plan. Nothing in this Section is intended to restrict the Parties from proposing changes in group health insurance plans or carriers during negotiations for a successor CBA.

G Health Enhancement Program:

The Health Enhancement Program (HEP) is designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. HEP includes age-based preventive physical examinations and age-based preventive screenings. If an employee and/or the employee’s enrolled dependents do not agree to participate in the wellness program and do not fulfill all applicable requirements of HEP for a plan year, the employee shall pay, in addition to the premium contributions set forth in this Article, an additional \$100 per month in cost share and have an upfront deductible until such time the requirements are completed.

H. Waiver of Health Insurance Coverage:

Any employee who is covered under alternate health insurance through another employer (i.e., Spouse) may voluntarily elect to waive, in writing on a town provided form, health insurance coverage. The employee would then receive additional annual compensation in lieu of said coverage. The amount of annual compensation an employee shall receive shall be \$ 5,000.00 for family coverage, \$3,000.00 for two (2) individuals and \$750.00 for single employees. Payment to those employees waiving such coverage shall be made in equal payments during the months of July and January of each fiscal year.

If an employee loses alternate health insurance coverage, the employee may resume Town provided Health insurance coverage. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject however, to any regulations or restrictions including waiting Periods, which may be required by the insurance carrier, depending upon the effective date of such reinstated coverage. Appropriate financial adjustments shall be made between the employee and the town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Town Manager not later than April 1st of each year to be effective on July 1st.

18.1 Life Insurance:

The Town will provide and pay for the following insurance for each employee:

a. A life insurance policy with face amount of two and one-half (2 1/2) times employee's basic annual wage, rounded up to the next \$1000.00 of salary to a maximum of \$450,000.00.

b. Accidental death and dismemberment in the principal sum of \$10,000.00.

18.2 Long Term Disability Insurance:

A Long Term Disability Policy with a qualifying disability period of thirty (30) days, a payment schedule of sixty percent (60%) of the employee's normal base pay to a maximum of \$3000.00 per month, and the addition of the best "presumed total disability" clause available at no additional cost.

B. Effective January 1, 2020, a Long Term Disability Policy with a qualifying disability period of thirty (30) days for a work-related incident and ninety (90) days for a non-work-related incident, a payment schedule of sixty percent (60%) of the employee's normal base pay to a maximum of \$5,000.00 per month, and the addition of the best "presumed total disability" clause available at no additional cost.

18.3 The Town and the Union agree that in the event an ACTIVE employee DIES (Article 20.12) their spouse and/or children shall be eligible for said pension benefits. Due to the fact that police are NOT covered by Social Security, MEDICAL COVERAGE shall be as follows:

A. NOT IN THE LINE OF DUTY- From the date of termination for a period of two (2) years full medical coverage. Thereafter, the employee, spouse and employee's dependents continue full coverage with 50% of cost paid by the Town. If the employee should die, such medical coverage benefit shall continue to the surviving spouse and/or dependents (25.6) with 50% of the cost paid by the Town. This benefit shall be provided until such surviving spouse dies or remarries. It shall then be converted at no cost to the survivor to Blue Cross/Blue Shield over sixty-five benefits (if applicable). In the case of dependent children, this benefit shall be provided until they reach age 19 for dental, and age 26 for medical.

B. IN THE LINE OF DUTY- If the employee should die, prior to W/C. or during W/C, prior to LTD enrollment, during LTD, or subsequently, whether or not already returned to active duty, or while receiving a disability retirement, such medical coverage benefit shall continue to the surviving spouse and/or dependents (28.7 A,B,C,D,E) with 100% of the cost paid by the Town.

C. This benefit shall be provided until such surviving spouse dies or remarries. It shall then be converted at no cost to Blue Cross/Blue Shield over sixty-five benefits (if applicable). In the case of dependent children, this benefit shall be provided until they reach age 19 for dental, and age 26 for medical.

ARTICLE XIX RETIREE HEALTH AND LIFE INSURANCE

19.0 **Employees hired PRIOR to July 1, 2006**, who retire under the police pension plan with a **minimum 25 years** of credited service shall have the following insurance benefits:

A. Spouse/Dependent(s) Eligibility: The employee's spouse, the employee's dependents to age 19 for dental and age 26 for medical and surviving spouses until death or remarriage shall continue to be covered by the medical benefits and insurance provided for in Section 18.0. Employees retiring on or after August 1, 2021 shall remain in the CT Partnership Plan 2.0 subject to the provisions of this section, including subsection (3) below or until they become eligible for Medicare.

B. Post-Retirement New Spouse: Effective September 16, 2019 if a member becomes married during their retirement, the "new spouse" will have limited group health insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10-year period or after reaching age 65, the "new spouse" will no longer be eligible for the Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

C. Payment of Premiums: 100% of the premium cost paid by the Town. This cost shall include reimbursement for all retiree co-pays under the PPO.

D. Reimbursement: Retirees shall be reimbursed for the Annual Deductible under the HDHP and any applicable co-pays.

E. Medicare: Coverage shall continue from the date of retirement or until the retiree becomes eligible for Medicare. At such time Medicare shall become the PRIMARY coverage and the Town's Medicare Supplemental Plan will be SECONDARY. At such time, the Town shall also pay:

a. For those retirees who do not qualify for Social Security retirement benefits and who therefore must purchase coverage under Medicare A, 100% of Medicare A and 100% of the cost of policies available from the carriers for persons over age 65, or:

b. For those retirees who do qualify for Social Security retirement benefits and are thereby entitled to coverage under Medicare A at no cost, 100% of the cost of the policies available from the carriers for persons over age 65.

c. For both categories a and b above retirees shall pay Medicare Part B directly, and the Town shall reimburse retirees on December 1 of each year for Basic Medicare, Part B.

F. Any additional coverage subsequently arising from this Agreement or negotiated in the future shall be automatically applied to said retirees and dependents, if any or applicable. Any employee already retired prior to January 1, 1982 shall receive no contribution from the Town toward benefits provided for in Section 18.0 and 19.0 (4) although he or she may continue to participate in the Town's coverage at the Town's group rates, at his sole cost. Coverage will not be extended to retirees who receive medical benefits and insurance from or through another employer. Differences in deductibles, limits and co-insurance shall not be taken into account when determining comparability. In order to maintain the above for retirees employed elsewhere with less than comparable coverage or those retirees who must pay for all or a portion thereof for such coverage, the Town shall make coverage comparable by reimbursement and/or enrollment into one or more areas of coverage, so as to make or maintain the retiree's comparability with medical and insurance benefits extended or improved to active employees of the Wethersfield Police Division.

G. Annual Notarized Statement: Each retiree, to be eligible for said benefits hereunder, shall provide an annual notarized statement confirming that he/she is not eligible, or offered health insurance benefits from another employer. The statement will be sent by the Town to applicable retirees sixty (60) days in advance of the new plan year and the retiree must return the form to the Human Resources Department by the first day of the plan year. If the statement is not received by the first day of the plan year, the retiree shall have a thirty (30) day grace period. If the statement is not received within the grace period, coverage will be canceled. Notice will be provided to the Union President of the retirees who did not provide a returned statement. If after the start of the plan year the retiree becomes eligible or is offered insurance through an employer, the retiree must enroll in such coverage and notify the Town prior to the effective start of coverage. The Town will in turn terminate coverage. Failure to notify the Town will require the retiree to reimburse the Town for premiums and claims paid during the timeframe the insurance was in effect through the employer. All pre-Medicare health insurance will be deferred if the retiree is employed with covered medical benefits available to him/her regardless of the degree of comparability with the Town's medical benefits. Retirees shall be free to enjoy comparable coverage through another employer and upon termination from said employer are hereby granted the right to rejoin the coverage afforded them as Wethersfield Police Division retirees as herein stated and shall notify the Town of such termination immediately with the effective date of said termination.

H. Any retiree who is or becomes self-employed, for the purposes of this section shall be deemed not to be receiving any benefit or coverage from or through another employer.

I. Retirees will receive a \$10,000 Life Insurance Policy.

19.1 **Employees hired PRIOR to July 1, 2006, who retire under the police pension plan with 20 or more years of service, but less than 25 years of service** have the following insurance benefits:

A. Spouse/Dependent(s) Eligibility: The employee's spouse, the employee's dependents the employee's dependents to age 19 for dental and age 26 for medical and surviving spouses until death or remarriage shall continue to be covered by the medical benefits and insurance provided for in Section 18.0. Employees retiring on or after August 1, 2021 shall remain in the CT Partnership Plan 2.0 subject to the provisions of this section, including subsection (3) below or until they become eligible for Medicare.

B. Post-Retirement New Spouse: In the event that employees retiring after the ratification date of this collective bargaining agreement (i.e., September 16, 2019) become married during their retirement, the "new spouse" will have limited group health insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10 year period or after reaching age 65, the "new spouse" will no longer be eligible for the Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

C. Payment of Premiums: 100% of the cost of the premium paid by the Town.

D. Co-Pays: The retiree shall be responsible for applicable co-pays.

E. Medicare: Coverage shall continue from the date of retirement or until the retiree becomes eligible for Medicare. At such time Medicare shall become the PRIMARY coverage and the Town's Medicare Supplemental Plan will be SECONDARY. At such time, the Town shall also pay:

a. For those retirees who do not qualify for Social Security retirement benefits and who therefore must purchase coverage under Medicare A, 100% of Medicare A and 100% of the cost of policies available from the carriers for persons over age 65, or:

b. For those retirees who do qualify for Social Security retirement benefits and are thereby entitled to coverage under Medicare A at no cost, 100% of the cost of the policies available from the carriers for persons over age 65.

c. For both categories a and b above retirees shall pay Medicare Part B directly, and the Town shall reimburse retirees on December 1 of each year for Basic Medicare, Part B.

G. Any additional coverage subsequently arising from this Agreement or negotiated in the future shall be automatically applied to said retirees and dependents, if any or

applicable. Any employee already retired prior to January 1, 1982 shall receive no contribution from the Town toward benefits provided for, although he may continue to participate in the Town's coverage at the Town's group rates, at his sole cost. Coverage will not be extended to retirees who receive medical benefits and insurance from or through another employer. Differences in deductibles, limits and co-insurance shall not be taken into account when determining comparability. In order to maintain the above for retirees employed elsewhere with less than comparable coverage or those retirees who must pay for all or a portion thereof for such coverage, the Town shall make coverage comparable by reimbursement and/or enrollment into one or more areas of coverage, so as to make or maintain the retiree's comparability with medical and insurance benefits extended or improved to active employees of the Wethersfield Police Division.

H. Annual Notarized Statement: Each retiree, to be eligible for said benefits hereunder, shall provide an annual notarized statement confirming that he/she is not eligible, or offered health insurance benefits from another employer. The statement will be sent by the Town to applicable retirees sixty (60) days in advance of the new plan year and the retiree must return the form to the Human Resources Department by the first day of the plan year. If the statement is not received by the first day of the plan year, the retiree shall have a thirty (30) day grace period. If statement is not received within the grace period, coverage will be canceled. Notice will be provided to the Union President of the retirees who did not provide a returned statement. If after the start of the plan year the retiree becomes eligible or is offered insurance through an employer, the retiree must enroll in such coverage and notify the Town prior to the effective start of coverage. The Town will in turn terminate coverage. Failure to notify the Town will require the retiree to reimburse the Town for premiums and claims paid during the timeframe the insurance was in effect through the employer. All pre-Medicare health insurance will be deferred if the retiree is employed with covered medical benefits available to him/her regardless of the degree of comparability with the Town's medical benefits. Retirees shall be free to enjoy comparable coverage through another employer and upon termination from said employ are hereby granted the right to rejoin the coverage afforded them as Wethersfield Police Division retirees as herein stated and shall notify the Town of such termination immediately with the effective date of said termination.

I. Any retiree who is or becomes self-employed, for the purposes of this section, shall be deemed not to be receiving any benefit or coverage from or through another employer.

J. Retirees will receive a \$5,000 Life Insurance Policy.

19.2 **Employees hired on or after July 1, 2006 and prior to July 1, 2012** who retire under the police pension plan with **a Normal Retirement Date (Age 55 and completion of 15 years of continuous service or 25 completed years of continuous service)** have the following health insurance benefits:

A. Spouse/Dependent(s) Eligibility: The employee's spouse, the employee's dependents to age 19 for dental and 26 for medical and surviving spouses until death or remarriage

shall continue to be covered by the medical benefits and insurance provided for in Section 18.0. Employees retiring on or after August 1, 2021 shall remain in the CT Partnership Plan 2.0 subject to the provisions of this section, including subsection (3) below or until they become eligible for Medicare.

B. Post-Retirement New Spouse: In the event that employees retiring after the ratification date of this collective bargaining agreement (i.e., September 16, 2019) become married during their retirement, the "new spouse" will have limited group health insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10-year period or after reaching age 65, the "new spouse" will no longer be eligible for the Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

C. Payment of Premiums: 75% of the premium cost paid by the Town for the retiree and 50% of the retiree's spouse's premium shall be paid for by the Town. Also, the retiree's dependents may be paid for by the retiree at the Town's cost of premiums.

D. Co-Pays: The retiree shall be responsible for applicable co-pays.

E. HSA Funding: Employees who retire under a high deductible health plan, shall be responsible for paying fifty percent (50%) of the plan year deductible. The Town shall fund the remaining 50% of the deductible into the retirees HSA. Half the deductible shall be funded during the month of July and the other half during the month of January.

F. Medicare: Coverage shall continue from the date of retirement or until the retiree becomes eligible for Medicare. At such time Medicare shall become the PRIMARY coverage and the Town's Medicare Supplemental Plan will be SECONDARY. At such time, the Town shall also pay:

- a. For those retirees who do not qualify for Social Security retirement benefits and who therefore must purchase coverage under Medicare A, 100% of Medicare A and 100% of the cost of policies available from the carriers for persons over age 65, or:
- b. For those retirees who do qualify for Social Security retirement benefits and are thereby entitled to coverage under Medicare A at no cost, 100% of the cost of the policies available from the carriers for persons over age 65.
- c. For both categories a and b above retirees shall pay Medicare Part B directly, and the Town shall reimburse retirees on December 1 of each year for Basic Medicare, Part B.

G. Any additional coverage subsequently arising from this Agreement or negotiated in the future shall be automatically applied to said retirees and dependents, if any or applicable. Any employee already retired prior to January 1, 1982 shall receive no contribution from the Town toward benefits provided for, although he may continue to participate in the Town's coverage at the Town's group rates, at his sole cost. Coverage will not be extended to retirees who receive medical benefits and insurance from or through another employer. Differences in deductibles, limits and co-insurance shall not be taken into account when determining comparability. In order to maintain the above for retirees employed elsewhere with less than comparable coverage or those retirees who must pay for all or a portion thereof for such coverage, the Town shall make coverage comparable by reimbursement and/or enrollment into one or more areas of coverage, so as to make or maintain the retiree's comparability with medical and insurance benefits extended or improved to active employees of the Wethersfield Police Division.

H. Annual Notarized Statement: Each retiree, to be eligible for said benefits hereunder, shall provide an annual notarized statement confirming that he/she is not eligible, or offered health insurance benefits from another employer. The statement will be sent by the Town to applicable retirees sixty (60) days in advance of the new plan year and the retiree must return the form to the Human Resources Department by the first day of the plan year. If the statement is not received by the first day of the plan year, the retiree shall have a thirty (30) day grace period. If statement is not received within the grace period, coverage will be canceled. Notice will be provided to the Union President of the retirees who did not provide a returned statement. If, after the start of the plan year, the retiree becomes eligible or is offered insurance through an employer, the retiree must enroll in such coverage and notify the Town prior to the effective start of coverage. The Town will in turn terminate coverage. Failure to notify the Town will require the retiree to reimburse the Town for premiums and claims paid during the timeframe the insurance was in effect through the employer. All pre-Medicare health insurance will be deferred if the retiree is employed with covered medical benefits available to him/her regardless of the degree of comparability with the Town's medical benefits. Retirees shall be free to enjoy comparable coverage through another employer and upon termination from said employ are hereby granted the right to rejoin the coverage afforded them as Wethersfield Police Division retirees as herein stated and shall notify the Town of such termination immediately with the effective date of said termination.

I. Any retiree who is or becomes self-employed, for the purposes of this section, shall be deemed not to be receiving any benefit or coverage from or through another employer.

J. Except as noted in this section, the employee, employee's spouse, employee's dependents and surviving spouses shall have the same benefits and responsibilities as noted in Section 19.0 (1).

(4) Retirees with a minimum of twenty-five (25) years of service will receive a \$10,000 Life Insurance Policy. Retirees with less than twenty-five years (25) will receive \$5,000.

19.3 **Employees hired after July 1, 2012** who retire under the police pension plan with a **minimum 25 years of credited service** shall be eligible to participate in the group medical health insurance plans or as modified in successor contracts.

A. Spouse/Dependent(s) Eligibility: The employee's spouse, the employee's dependents to age 19 for dental and age 26 for medical and surviving spouses until death or remarriage shall continue to be covered by the medical benefits and insurance provided for in Section 18.0. Employees retiring on or after August 1, 2021 shall remain in the CT Partnership Plan 2.0 subject to the provisions of this section and Section 19.5 below or until they become eligible for Medicare.

B. Post-Retirement New Spouse: In the event that employees retiring after the ratification date of this collective bargaining agreement (i.e., September 16, 2019) become married during their retirement, the "new spouse" will have limited group health insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10-year period or after reaching age 65, the "new spouse" will no longer be eligible for the Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

C. Payment of Premiums: **The Town shall pay seventy-five percent (75%) of the retiree's premium cost of the group health insurance coverage with the retiree paying the remaining twenty-five percent (25%). The retiree shall be responsible for one hundred percent (100%) of the premium cost for the retiree's spouse and dependents, if any.**

D. Co-Pays: **The retiree shall be responsible for applicable co-pays.**

E. Retirees will receive a \$10,000 Life Insurance Policy.

19.4 **Employees hired after July 1, 2012, who retire under the police pension plan with less than 25 years of credited service** shall be eligible to participate in the group medical insurance plans or as modified in successor contracts pursuant to the conditions outlined below.

A. Spouse/Dependent(s) Eligibility: The employee's spouse, the employee's dependents to age 19 for dental and age 26 for medical and surviving spouses until death or remarriage shall continue to be covered by the medical benefits and insurance provided for in Section 18.0. Employees retiring on or after August 1, 2021 shall remain in the CT Partnership Plan 2.0 subject to the provisions of this section and Section 19.5 below or until they become eligible for Medicare.

B. Post-Retirement New Spouse: In the event that employees retiring after the ratification date of this collective bargaining agreement (i.e., September 16, 2019) become married during their retirement, the "new spouse" will have limited group health

insurance coverage under the Town's insurance plan. Specifically, the "new spouse" will be eligible for coverage under the Town's insurance plan for a maximum of ten (10) years or until the "new spouse" reaches age 65, whichever occurs first. Following this 10-year period or after reaching age 65, the "new spouse" will no longer be eligible for the Town group health insurance coverage. The "new spouses" dependent children are not eligible to join the plan. If the retiree and "new spouse" have children following their marriage, those children will be eligible for coverage under the Town's insurance plan until the maximum age as stated in the plan.

C. Payment of Premiums: **The retiree shall be responsible for paying one hundred percent (100%) of the premiums for himself/herself and for the retiree's spouse and dependents, if any.**

D. Co-Pays: **The retiree shall be responsible for applicable co-pays.**

E. Retirees will receive a \$5,000 Life Insurance Policy.

19.5 Employees hired after July 1, 2012 who retire from the Wethersfield Police Department and who are eligible for retiree group health insurance from the Town and who subsequently obtain employment with another employer which provides group health insurance coverage, shall be required to accept the new employer's group health insurance coverage in lieu of the group health insurance coverage provided by the Town. The Town shall reimburse the retiree for the difference in the amount of any premium cost-sharing payments which the retiree must pay for his/her new employer's coverage from the premium cost-sharing payments that the retiree would have had to pay to continue his/her group health insurance coverage with the Town for similar coverage (family, individual plus 1, individual). However, no reimbursements shall be made by the Town for any co- pays, deductibles or other out-of-pocket costs incurred by the retiree and/or his/her spouse or dependents while working for the new employer. Once the retiree ceases to work for another employer, he/she shall be eligible to again receive retiree group health insurance coverage through the Town in accordance with subsections 19.3 and 19.4.

ARTICLE XX DEFINED BENEFIT PENSION/OPEB

20.0 A. The Police Pension Plan is hereby incorporated into and made part of this Agreement by reference.

B. The Town shall provide for the Police Pension Plan benefits as required by this Agreement on a sound actuarial basis, as determined by the actuaries selected by the Town, on the basis of a recommendation from the Pension Plan Committee. The Town shall provide for said benefits through a group annuity program or a similar funding program selected by the Town on the basis of a recommendation from the Pension Plan Committee.

C. Any grievance submitted by the Union or an employee(s) with respect to the administration of the benefits shall be processed through the grievance procedure, beginning at Step #2, as provided in Article 23 of the Agreement.

D. The union shall have the right to have a representative on the Pension Plan Committee with the right to vote on matters involving members of the Police Pension Plan.

20.1 **The Police Pension Plan shall be amended as follows, employees who were employed prior to July 1, 2006 and who retire on or after July 1, 2006:**

A. The Normal Retirement Date for a Police Employee shall be the first day of the month coincident with or next following their 55th birthday, plus the completion of 15 years of continuous service, or the completion of 25 years of continuous service, whichever first occurs.

B. Retirement Benefits for Police Employees who have completed a minimum 25 years of credited service shall be subject to an annual cost of living adjustment. This adjustment shall be based on the Bureau of Labor Statistics Consumer Price Index (CPI), as detailed in section 8.4 of the Police Pension Plan, to a maximum of 4%, payable in April of the year following the calendar year in which the employee retires and annually thereafter, to include the employee's contingent annuitant.

C. The Monthly Normal Retirement Benefit payable to a Police Employee who retires on their Normal Retirement Date shall be equal to 2 % of their Average Monthly Earnings multiplied by the number of their full years of credited service, subject to a maximum of 75.0% (30 Years of Service) of their Average Monthly Earnings for Retirement and termination of Employment on before July 1, 2006.

Prior to July 1st 2006	
Years of Service	Percentage
0-20 years	2%
20 years	50%
21-24 years	2% each year (starting at 50%)
25 years	65%
26-29 years	2% each year (starting at 65%)
30 years	75%

20.2 The Police Pension Plan shall be amended as follows for Police Employees hired on or after July 1, 2006:

A. The Normal Retirement Date for a Police Employee shall be the first day of the Month coincident with or next following their 55th birthday, plus the completion of 15 years of continuous service or the completion of 25 years of continuous service, whichever first occurs.

B. Retirement Benefits for Police Employees who have completed a minimum 25 years of credited service shall be subject to annual cost of living adjustment to a maximum of 3% payable in April of the year following the calendar year in which the retiree reaches age 55, and for employees hired on or after July 1, 2019, age 58, and annually thereafter, to include the employee's contingent annuitant.

C. The Monthly Normal Retirement Benefit payable to a Police Employee who retires on their Normal Retirement Date shall be equal to 2.25% of their Average Monthly Earnings multiplied by the number of their full years of credited service up until 20 years of service. Members who retire between 21-24 full years of credited service shall receive 2% each year (starting at each 45%). Members who retire at 25 full years of credited service shall receive 65%. Members who retired between 26-29 full years of credited service shall receive an additional 2% a year (starting at 65%) and subject to a maximum of 75.0% (30 Years of Service) of their Average Monthly Earnings.

After July 1st 2006	
Years of Service	Percentage
0-20 years	2.25%
20 years	45%
21-24 years	2% each year (starting at 45%)
25 years	65%
26-29 years	2% each year (starting at 65%)
30 years	75%

20.3 An employee with 20 through 24 years of full credited service who retires or terminates his or her employment may do so without any penalty for early retirement.

A. Further such employee shall waive any COLA benefit.

20.4 Defined Benefit and OPEB Contributions

A. Police Employee shall, while they are included in this Defined Benefit Plan, contribute through payroll deductions the following percentages of monthly earning:

July 1, 2023 9.50%

July 1, 2024 9.50%

July 1, 2025 9.75%

July 1, 2026 9.75%

20.5 As of July 1, 2006, Union Members shall contribute through payroll deduction, the following percentages of his/her monthly earnings into the Other Post Employment Benefit (OPEB) Fund to offset the future costs of the employee's retirement health care benefit Said contribution will be made in accordance with Section 414(h) of the United States Internal Revenue Code (1986) as amended.

July 1, 2023 4%

July 1, 2024 4%

July 1, 2025 4%

July 1, 2026 4%

20.6 Employees who leave employment with the Town before they become eligible for retirement medical benefits under section 19.0 shall receive their contributions to the Other Post Employment Benefit (OPEB) along with interest at a rate of three percent (3%) per annum. Retirees who choose not to receive retiree medical benefits described in section 19.0 due to comparable coverage from another employer, or for any other reason shall not be entitled to a return of the contributions to the Retiree Health Insurance Reserve Fund.

20.7 The Town shall have the responsibility of the management of the fund but shall provide to the Union at least annually, a full accounting of the contributions to the fund, interest, and any expenses charged to the fund.

20.8 With respect to all police employees of the Town, the Town shall pick up the Employee contributions required by this section for all compensation earned on and after January 1, 1989; and the contributions so picked up shall be treated as employer contributions in determining federal tax treatment under the United States Internal Revenue Code; however, the Town shall continue to withhold federal income tax based upon these contributions until the Internal Revenue Service, or the Federal Courts, rule that, pursuant to Section 414(h) of the United States Internal Revenue Code (1986), as amended, these contributions shall not be included as gross

income of the employee until such time as they are distributed or made available. The Town shall pay these employee contributions from the same source of funds which is used in paying earnings to the employee.

20.9 The Town shall pick up these contributions by a reduction in the cash salary of the employee. Employee contributions picked up shall be treated for all purposes of the Pension Plan in the same manner and to the same extent as employee contributions made prior to the date picked up.

20.10 Calculations

A. **For employees hired prior to July 1, 2012**, normal pension calculations shall be based upon a definition of Average Monthly Earnings over the three (3) highest consecutive years. Average Monthly Earnings for purposes of normal pension calculations shall include monies from overtime and/or private duty work.

B. **For employees hired after July 1, 2012**, monies earned from overtime and/or private duty work will not be included as "earnings" for computing an employee's pension benefits under the Police Pension Plan. Rather, normal pension calculations shall be based upon Average Monthly Earnings over the three (3) highest consecutive years excluding overtime and/or private duty pay. An amount equal to four and one-half percent (4.5%) of the monies earned by an employee from overtime and/or private duty will be shifted to a defined contribution Section 401(a) plan administered through the Town with the Town also contributing four and one-half percent (4.5%) of the overtime and/or private duty monies earned by the employee to the plan. Beginning July 1, 2024, the Town will increase their contribution to 5%.

20.11 Upon retirement, in good standing, the employee shall receive a badge stating "retired" and Police Division Identification with the latter stating "retired".

20.12 Effective July 1, 1995, Article VI Death Benefit of the Police Pension Plan shall be amended as follows:

A. In the event an active Police Employee dies prior to his Normal Retirement date there shall be payable to his spouse and/or children a monthly benefit in accordance with the following schedule:

B. "In the line of duty" - to the spouse, 100 % of the Police Employee's Basic Monthly Earnings as of the date of his death, with COLA.

1. The monthly benefit to the spouse shall commence on the first day of the month coincident with or next following the Police Employee's death and shall cease with the last payment due immediately preceding the spouse's date of death or remarriage.

2. The monthly benefit payable on behalf of each child, in the event of the police employee's spouse's death, shall commence on the first day of the month coincident with or next following the police employee's spouse's death, and shall cease with the last payment due immediately preceding the earliest of the child's

death, 18th birthday, or otherwise ceasing to have been a dependent of the police employee's spouse. If the child is attending a recognized educational institution, such benefit shall cease with the last payment due immediately preceding the earliest of the child's death, 23rd birthday, or otherwise ceasing to have been a dependent of the police employee's spouse, as determined by the Committee.

3. In instances of a police employee's death and then the subsequent death of his spouse the children of such union shall share in such monthly benefit in equal part.

C. "Not in the line of duty" - to the spouse, 50% of the Police Employee's Basic Monthly Earnings as of the date of his death, with COLA.

1. The maximum benefit payable for all children combined is 25% of the Police Employee's Basic Monthly Earnings as of the date of his death.

20.13 "In the line of duty" shall mean being on duty or performing law enforcement duties while off duty or being targeted for the mere fact of being an officer. An employee shall be deemed to have died "in the line of duty," if death ensues as a result, while in the performance of his/her duties and/or capacities as an officer of the law provided that such death is not the result of willful misconduct; intoxication; or illicit drug use or abuse. Willful misconduct shall be construed to include, but not limited to, an intentionally self-- inflicted injury or incurred while the employee was engaged in or resulted from having engaged in a felonious conduct.

ARTICLE XXI BULLETIN BOARD

21.0 The Town agrees to provide the Union with a bulletin board in a non-public area of the Police Division for the posting of the following notices:

- Recreational and social affairs of the Union
- Union Meetings
- Union elections
- Reports of Union committees

21.1 No other material shall be posted on such bulletin board.

21.2 Notices and announcements shall not contain anything of a political nature, nor anything derogatory of the municipal employer or any of its officers or employees. Any other notices the Union desires to post a copy shall be sent to the Town Manager. In order for the Union to comply with this Article the Town agrees to supply a glass enclosed locked bulletin board.

ARTICLE XXII DISCIPLINE

22.0 All discipline shall be for just cause.

22.1 The Town and the Union agree that the Division may review, or inquire of, an officer's performance relative to investigative technique, reports, enforcement levels, or other duty related activities and such review or inquiry shall not be deemed to be a disciplinary inquiry or hearing. At such time as an officer is being considered, by the Chief or their designee, subject to disciplinary action for the above, that officer, if he or she so requests, shall have the right to be represented at such review, or inquiry, as prescribed in Section 22.2.

22.2 A. Whenever an officer is questioned by the Chief of Police or a non-bargaining unit ranking officer, whether by written interrogatory or verbally, for any reason which could lead to that officer's written reprimand, suspension, reduction in grade, demotion or dismissal that officer shall, if he or she so requests, have the right to be represented, during such questioning, by the Union President or Executive Board member.

B. Nothing contained herein will be interpreted to include, in the definition of written interrogatory, written demands made of officers for complete reports on their duty related activities. Also, nothing contained herein will be interpreted to require granting of such representation to officers not subject to such disciplinary action.

22.3 The officer has the right to have the Union Attorney, or an attorney of his own choice (rather than the Union Attorney) present if the ultimate disciplinary action resulting from the hearing is a suspension without pay of more than five (5) days, reduction in grade, a demotion or a dismissal provided that:

A. Failure of the selected attorney to appear shall not delay the hearing nor make void any imposed disciplinary action.

B. If the employee desires an attorney of his own choice, rather than the Union Attorney, he or she shall be responsible for payment of said attorney.

C. The employee and the Union President or Executive Board member shall have at least seventy-two (72) hours notice of such hearing. The hearing will be tape recorded if either party requests it.

22.4 Said employee shall be advised of the nature of the alleged charges and shall receive concurrently a statement which includes his or her rights under Section 22.3. The employee and the Union President shall be notified in writing as to the disposition of said hearing.

22.5 Nothing herein contained shall be deemed to prevent the imposition of discipline without a disciplinary inquiry or hearing when in the judgment of the Chief such discipline is warranted and is provided for in the Town Charter.

22.6 The employee, Union, Human Resources Manager and the Town Manager shall receive copies of all written reprimands and commendations.

22.7 The rules of conduct and disciplinary procedures outlined in the Code of Conduct will be used to insure fair, equitable, uniform, and judicious treatment to all employees will be followed.

22.8 The Code of Conduct (Appendix C) is intended to apply to all personnel. Supervisory officers, police officers, and civilian personnel; full or part-time employees are included. Any supervisory officer or investigator violating an employee right will be subject to discipline.

ARTICLE XXIII GRIEVANCE PROCEDURE

23.0 A Grievance is a dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement, unless specifically excluded by this Agreement and shall be settled in the following manner:

23.1 All grievances shall be in writing, setting forth the specific section of the Agreement alleged to have been violated, and the specific relief sought, and must be filed with the Chief of Police within ten (10) calendar days of the act or omission complained of or the employee's knowledge of its occurrence.

A. After receipt of the written grievance the Chief of Police may in his or her discretion also call a conference if he or she determines it appropriate, but shall within ten (10) working days submit his or her answer, in writing to the grievant and the Union President.

B. In the event that a satisfactory adjustment of the grievance is not accomplished at step one, within ten (10) calendar days of the receipt of the written answer of the Chief of Police, the grievant may appeal the grievance to the Town Manager. The written decision of the Town Manager shall be given to the grievant, and the Union President within fifteen (15) days of receipt by the Town Manager.

C. In the event that the grievance is not satisfactorily accomplished at Step Two as a result of the written answer of the Town Manager, within ten (10) calendar days after receipt of the decision, the Union shall notify the Town Manager in writing that it intends to submit the grievance to Arbitration; and shall simultaneously file notice of appeal with the Connecticut Board of Mediation and Arbitration under the Rules and Regulations of the Connecticut Board of Mediation and Arbitration in effect at the time of said filing. The decision of such shall be final and binding upon both parties, except that said decision shall not alter nor amend this Agreement in any manner. The Town and the Union may mutually agree to utilize the American Arbitration Association to resolve any particular grievance instead of the Connecticut Board of Mediation and Arbitration with both parties splitting evenly the costs of the arbitrator's services and the proceedings. However, the Parties agree that grievances involving termination of an employee shall be submitted to the American Arbitration Association in accordance with its rules and procedures and with the Union and the Town splitting evenly the costs of the arbitration services and the proceedings.

- 23.2 Nothing in this article shall prohibit the parties from mutually arranging informal meetings at any step of the grievance procedure.
- 23.3 Nothing in this article is intended to prohibit the Town or the Union from processing a grievance through the grievance procedure up to and including arbitration.
- 23.4 The expense for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records of such proceeding.
- 23.5 Grievances involving discharge, suspension, and demotion, following disposition by the Chief of Police, shall be processed beginning at the second step.
- 23.6 If the employee asks that he be personally represented by his own attorney at step one or two in the grievance procedure, a representative (the President or Executive Board member) may also be present as an observer at the employee's request.
- 23.7 If the employee is represented by a representative (the President or Executive Board member) of the Union and desires his own attorney to be present as an observer at step one or two, the attorney's presence as an observer will be subject to the approval of the Town's representative.
- 23.8 In accordance with Section 7-468 (D) of Connecticut's Municipal Employee Relations Act, nothing herein is intended to preclude the employee from representing himself at any one of the first two steps of this grievance procedure.
- 23.9 The Town or the Union may file a single grievance at the appropriate step. When this occurs, all other grievances, if any, on the same event, shall be held in abeyance, and the Town or Union grievance shall be processed as a precedent.
- 23.10 Grievances of discipline issued by the Town Manager shall start at Step 3.
- 23.11 When such grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them.
- 23.12 This mutual review procedure shall not require more than five work days subject, however, to mutual extension of period of review if circumstances so require.
- 23.13 If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the grievance procedure, and once more in accordance with the time limitations established in this Agreement.

ARTICLE XXIV SPECIAL CONFERENCES/MEETINGS

24.0 Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 am and 5:00 pm at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons at special meetings.

ARTICLE XXV UNION REPRESENTATIVES

25.0 Duly accredited and elected officers (the President, Vice President, Secretary, Treasurer, Stewards) shall be granted time off without loss of pay to attend one monthly meeting, not to exceed two hours, during duty hours, provided that the Officer or Steward shall receive permission from his or her supervisor. Permission may be withheld by the supervisor because of operating requirements.

25.1 The Town shall not be obliged to allow more than two such officers on any given shift to attend a monthly meeting. In instances of a conflict between employees wanting to attend such meeting, title within such Union shall prevail.

25.2 The President and one other member, if designated by the President, shall be granted up to three consecutive days leave from duty with pay per year to attend state or national union conferences.

25.3 The President and one other member, if designated by the President, shall be granted leave from duty with pay for all meetings between the Town and the Union, for the purpose of preparing and/or processing grievances and/or arbitration and/or renegotiation of this contract when such meeting takes place at a time during which the President and/or designated member are scheduled on duty.

ARTICLE XXVI OUTSIDE EMPLOYMENT

26.0 Divisional employees cannot engage in outside employment which might in any way hinder the objective and impartial performance of their public duties, or hinder or impair their efficiency on the job. Acceptance of such outside employment shall be by written application to, and written permission by the Town Manager, such permission shall not be unreasonably withheld. The written permission by the Town Manager shall carry a description of the work and the number of hours of outside work permitted per day and per week.

26.1 The employee shall execute a waiver of responsibility of the Town for liability, expense, or costs because of injury or illness incurred by reason of the outside employment. Further, the employee shall waive any claim for wages or benefits during any absence caused by injury or illness attributable to such outside employment.

ARTICLE XXVII SAVINGS CLAUSE

27.0 If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid by a court of law or an arbitrator, the validity of the remaining portions of the Agreement shall not be affected. It is the intent of the Town and the Union in agreeing to the Agreement that no portion should become inoperative or fail by reason of the invalidity of any other portion. Should both parties agree to do so, they may immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.

ARTICLE XXVIII DISABILITY AND LIMITED DUTY

28.0 Duty disability shall be construed to mean absence from regularly assigned duties as a result of an injury determined under the Workers' Compensation Act to have been a duty-related injury. In order to be eligible for duty disability leave an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such medical treatment as may be recommended.

28.1 Permanent or probationary employees who are unable to work as a result of an injury or illness sustained in the course of employment with the Town shall receive duty disability pay as follows:

As used herein "normal weekly earnings" and "normal weekly check" shall mean the officer's regular biweekly base salary including overtime and flat pay earnings pursuant to Section 28.1 A or 28.1 B of this Article.

A. The Town shall, for a period not to exceed 52 weeks, supplement, without charge to sick or vacation leave, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly earnings. Such payment shall be retroactive to the first lost workday resulting from a Workers' Compensation injury. An employee who is initially injured, and while remaining on Workers' Compensation shall receive (25%) of the amount of their fifty two (52) weeks averaged overtime (prior to injury) and flat pay earnings, after federal taxes, state taxes, and pension deductions.

An employee who, after their initial injury, later participates in the Limited Duty Program (see 28.1 D) shall receive seventy-five percent (75%) of the amount of their fifty two weeks averaged overtime (prior to injury) and flat pay earnings, after federal taxes, state taxes, and pension deductions.

B. After 52 weeks of duty disability leave, if the employee has accrued sick leave, he shall receive a payroll check for the difference between the Workers' Compensation check and his normal weekly check to the extent of his accrued sick leave only.

C. The Town and the Union agree that pursuant to the Contract an employee with a IN THE LINE OF DUTY illness and/or injury, shall remain on Worker's Compensation and if necessary, later onto LTD (Long Term Disability).

1. Workers' Compensation: The employee shall make contributions to the Pension Plan. The Town shall continue making the difference (if any) in "normal net pay" {maximum of 52 weeks). NORMAL NET PAY INCLUDES THE EMPLOYEE'S PENSION DEDUCTION, WHICH SHALL BE CREDITED TO HIM. If a third party under this section is involved, any later reimbursement to the Town shall be less the portion already paid by the employee for the Pension contribution.

2. LTD: for an IN THE LINE OF DUTY illness and/or injury the employee does not have to make any such Pension contribution and is given credited service.

3. LTD: for a NOT IN THE LINE OF DUTY illness and/or injury the employee is not given credited service.

4. Any Workers' Compensation benefits received by the employee for the Periods indicated in Sections 28.1 A and B, shall be signed over to the Town, excluding lump sum awards which shall not revert to the Town.

D. The Division of Police Limited Duty Program is applicable to full time sworn police officers of the Police Division. The availability of limited duty work shall be determined at the sole discretion of the Chief of Police. Employees injured at work shall normally be brought to a clinic or hospital for initial treatment as designated by the Town. At the discretion of the Town, the employee may, in addition, be required to be examined by a physician of the Town's or insurance carrier's choice. In either case, the employee shall receive a statement of any restrictions on duties and an expected return to work date. The employee shall be required to provide this information to the Town as soon as possible. No absences may be charged to Workers' Compensation until this information is received.

E. If the expected absence from work is longer than three (3) working days, the employee shall be given a "Limited Duty" package (See Appendix D) to bring to the treating physician. If the employee cannot get to the doctor's office, the employee shall notify the Administrative Bureau Commander who will mail the package to the physician. The treating physician will be requested to complete the evaluation package and return it to the Town within (5) days of receiving it. The package will include:

- 1) Doctor's Evaluation Form filled out and signed by the employee.
- 2) Current Job Description of Employee; (Refer to General Order G.O. 3- 211 Effective 10/1/94)
- 3) List of "Limited Duty" Tasks Available as identified in Appendix D

F. The purpose of the "Limited Duty" package is to provide the treating physician with correct information as to the present duties of the employee and available limited duty tasks. The response of the treating physician shall be evaluated, and if the physician has indicated that the employee is not able to return to the regular position but is physically

able to perform limited duty assignments, the employee shall be required to report for limited duty subject to the determination of the Chief of Police. Limited duty assignments shall, to the extent possible, be related to the type of work normally performed by the employee. In no way during this Limited Duty assignment shall such time be accredited towards the qualifying period of Section 15.3, in instances where the person is not normally a part of that bureau. Days off for employees assigned to Limited Duty shall be Saturday and Sunday.

G. If the employee refuses, or fails in the prescribed time to bring the Limited Duty package to the doctor or refuses to report for a physician approved Limited Duty assignment, the employee's compensation records shall be forwarded to the Town's Workers' Compensation insurer who shall request that a hearing be held immediately with the Workers' Compensation Commissioner in order to review the situation.

H. Limited Duty assignments are temporary and shall be discontinued if any of the following occur:

1. The Chief of Police determines that there is no longer available tasks within the Division of Police that would accommodate the employee's capabilities. Should a situation arise where there are more employees qualified for Limited Duty than available assignments the selection shall be based on seniority.
2. The treating physician returns the employee to full duty with no restrictions.
3. The treating physician temporarily prohibits the employee from continuing with the Limited Duty assignment.
4. The treating physician indicates that the employee has reached maximum improvement and shall not be able to return to full unrestricted duty, in which case the employee SHALL REVERT BACK to the above subsection 28.1 A, with the twenty-five (25%) payment of averaged overtime until a FINAL DETERMINATION is made by the Worker's Compensation Commissioner relative to maximum medical improvement.
5. An employee has been on Limited Duty for a period of six months. The six month period may be extended at the discretion of the Chief of Police under extraordinary circumstances.
6. That notification shall be made to the Union, as soon as practicable, as to assignments to Limited Duty and any changes as to an employee's status.
7. The Town at any time shall have the right to have an employee examined by a physician selected and paid for by the Town to determine the extent of an individual's injury and related work limitations. If physicians selected by the employee and Town do not concur in the determination of the extent of a police employee's disability, then a third physician acceptable to both physicians shall be

appointed, and his/her decision shall be final and binding pursuant to Section 28.5.

F. For the purpose of calculating normal pension on gross earnings, the amounts herein (Article 28) such as "normal weekly earnings" and "normal weekly check" shall be the employee's regular base salary including overtime and flat pay earnings net of deductions, to which said payments and or deductions shall be credited to the employee for total gross earnings and included as per Article 19. 2 G. and Article 28.1 C.

28.2 An employee recuperating from a Workers' Compensation injury may be required to attend all training sessions conducted while he/she is so recuperating unless he/she presents medical evidence that the nature of the injury prevents such attendance. The Chief of Police will provide the employee's physician with a statement of what the training session would require the employee to do. While recuperating from such injury and absent from duty the employee will be considered to be assigned to the day shift with Sunday, Saturday off.

28.3 A. Any employee who brings a legal proceeding against a third party for damages to person or property or loss of wages arising out of an occurrence in which he/she sustains an injury compensable under the Workers' Compensation Act shall notify the Town Manager, the Chief of Police and the Union forthwith.

B. Said notification shall be in writing, hand-delivered or by registered or certified mail, specifying the Court to which the writ is returnable, as required by Connecticut General Statute, Section 31-393.

C. Any employee who by himself or through a representative makes written demand against a third party for recovery of damages to person or property or loss of wages arising out of an occurrence in which he/she sustains injuries compensable under the Workers' Compensation Act shall hand-deliver or mail by registered or certified mail a copy of said demand letter to the Town Manager, the Chief of Police and the Union forthwith.

D. Any subsequent recovery of damages by any means must be reported to the Town Manager and the Chief of Police in the same manner, specifying the source and amount of payments received. Any employee who fails to comply with the foregoing provisions may be subject to disciplinary proceedings.

28.4 A. For the purpose of disability retirement benefits the term, "disabled" as used herein shall mean that an active duty police employee is physically unable, as a result of bodily injury or illness, to engage in or perform his/her regular or similar duties within the Police Division, provided that such disability is not the result of willful misconduct; intoxication; or drug use, abuse or addiction, and further provided that such disability is expected to be permanent and continuous for the remainder of his/her life. Willful misconduct shall be construed to include, but is not limited to, the following:

1. disability resulting from an intentionally self-inflicted injury

2. disability contracted, suffered, or incurred while the police employee was engaged in or resulted from having engaged in a felonious conduct.

B. Mental incapacity shall qualify as a disability only insofar as recognized as eligible for benefits under the long-term disability insurance program provided for under Section 19.2, herein referred to as "LTD".

28.5 A disabled police employee seeking disability retirement benefits shall be examined by two physicians, one of whom shall be employed by the police employee at his/her expense and the other of whom shall be employed by the Town at its expense. If the two physicians selected do not concur in the determination of the extent of a police employee's disability, then a third physician acceptable to both physicians will be appointed, and his/her decision shall be final and binding.

B. The expense of such physician shall be equally shared by the police employee and the Town. Medical evidence derived from this process shall serve as the basis for the determination of the extent of disability. The employee's ability to continue as a police employee, given such extent of disability, shall be determined solely by the Town with right of appeal under Article 24.

28.6 A. A police employee with five (5) years of service or more who becomes disabled for reasons which are not work-related as determined by Workers' Compensation shall, if LTD benefits are granted, be eligible for full medical coverage for him/herself, spouse and the employee's dependents if any, pursuant to Section 19.0 (A-E), for a period of two years from the date of termination of employment at no cost. Thereafter, the employee, spouse and the employee's dependents, if any may continue to receive full coverage, with 50% of the cost paid by the Town. Such benefits shall continue to the employee's dependents until age 18 (age 23 if a full-time student).

B. At the employee's death, such benefits shall continue to the surviving spouse until death or remarriage and to the employee's dependents until age 18 (23 if full-time student) with 50% of the cost paid by the Town. If the employee is determined to be ineligible for LTD benefits, no such medical coverage shall be granted. An employee no longer disabled who applies for and is granted reinstatement by the town shall be granted full seniority benefits based upon continuous service for the period of absence, but shall not receive credited service for normal retirement purposes for the period of absence.

28.7 A. A police employee, regardless of length of service, who becomes disabled for reasons which are work-related as determined by Workers' Compensation shall apply for LTD benefits. If granted (if not granted see Section 28.7 (D), the Town shall continue full medical coverage for the employee, spouse and the employee's dependents if any, pursuant to Section 18.0 (A-E) and 18.1 (A) and retirees will receive a \$10,000 life insurance policy, at no cost to the employee and shall continue to grant credited service for normal retirement purposes at no cost to the employee. Such credited service shall be granted for the term of LTD benefits or until the employee reaches a maximum of 25 years credited service, whichever is less, at which time, at the option of the employee, he/she may receive normal retirement benefits based on 2% of average monthly earnings

per year of service to a maximum of 25 years. Such retirement calculation shall be based on the average monthly earnings, as defined in the pension plan, then in effect for his/her rank; other retirement plan provisions shall be those in effect as of the date of disability.

B. An employee who no longer has a work-related disability and who applies for and is granted reinstatement by the Town shall be granted full seniority benefits based upon continuous service and credited service for normal retirement purposes for the period of absence.

C. When LTD benefits are discontinued, the Town shall consider reinstatement of the employee. If approved by the Town, the employee shall be granted full seniority benefits based upon continuous service and credited service for normal retirement purposes for the period of absence. If denied reinstatement, the employee shall receive a disability retirement benefit based on 2% of average monthly earnings for each year of credited service with a minimum of 50% of average monthly earnings. Cost-of-living adjustments, medical coverage, and other retirement plan provisions shall be those in effect for normal retirement, subject to the limitation of Section 28.11. Accordingly, a police employee with five years of service or more who becomes disabled for reasons which are not work-related as determined by Workers' Compensation shall not be entitled to disability retirement benefits under this section or any other section of the Agreement.

D. If the employee with a work-related disability, is denied LTD benefits applied for pursuant to Section 28.7 (A) he/she will receive a disability retirement benefit as provided for in Section 28.7 (C).

E. Subject to the limitations of Section 28.11, at the employee's death, disability retirement benefits shall continue in accordance with the option benefit payment form selected at the time of disability and medical coverage shall continue to the employee's spouse until death or remarriage and to the employee's dependents to age 18 (age 23 if full-time student.)

28.8 If an employee dies while receiving LTD benefits pursuant to Section 28.6 or 28.7 (A), as a result of his/her disability incurred while an active police employee, his/her survivor(s) shall be eligible for the active service death benefit under Article VI of the police pension plan.

28.9 The sum of a former employee(s) (a) earnings from wages and salary and (b) disability retirement benefit for each calendar year shall not exceed the salary scale in effect for that calendar year for the rank of the former employee. By May 1 following the end of each calendar year, any former employee receiving a disability retirement benefit shall submit certified copies of his/her wage and tax statement(s) (form W-2) for the previous calendar year for review, or his/her disability retirement benefit shall cease as of June 30 following such calendar year. One-half of any excess earnings shall be returned by the former employee to the police pension plan within twelve months or will be deducted from the next twelve months retirement benefits. When the employee reaches what would have been his/her normal retirement date, such limitation as to combined earnings and disability benefit shall cease, and thereafter no limitation shall be imposed.

28.10 The disabled employee shall from time to time at the Pension Committee, but not more than once annually, submit to an examination by an impartial physician selected pursuant to Section 28.5 in his/her office at the Town's expense. Such examination shall be used to determine if the employee's disability is continuing. If the disability is not continuing, disability retirement benefits payable to such employee shall be discontinued with the next payment following such determination. In such case, the employee may seek reinstatement as provided for in Section 28.7 B.

28.11 At no time shall any disability retirement benefit payable to a disabled employee, spouse, or employee's dependents exceed that benefit which would have been payable had the employee been eligible for and received normal retirement benefits at the time of disability. There shall be no duplicate benefit payments under the pension plan.

28.12 Medical benefits paid to an employee's spouse or employee's dependents pursuant to Sections 28.6 and 28.7 (A) shall be payable only if comparable benefits are not otherwise available to them through another employer.

28.13 Disability retirement benefits shall be reduced by any Workers' Compensation and/or heart and hypertension payments to which the employee may be entitled by law, excluding lump-sum awards.

ARTICLE XXIX PRIOR BENEFITS AND PRESERVATION OF RIGHTS

29.0 Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges that the employee of the Unit has enjoyed heretofore, except those specifically abridged or modified by this Agreement.

ARTICLE XXX DEPUTY CHIEF

30.0 Deputy Chief Appointment

A. The Chief of Police may appoint, on a voluntary basis, one (1) Police Lieutenant to the non-bargaining unit position of Deputy Chief. Such appointment will be made at the sole discretion of the Chief and will be for a duration determined by the Chief of Police. The employee who accepts such position will be compensated at a wage rate no less than that of the highest pay step in their classification and will maintain the same benefits as union members, except access to the grievance procedure for any discipline imposed while in the position of Deputy Chief. Additionally, the Deputy Chief is exempt from overtime pay, compensatory time, and follows the Holiday observance schedule for administrative non-union employees.

B. In consideration of this appointment, four (4) Police Lieutenants shall be maintained and not decreased to allow for the appointment of the Deputy Chief.

C. Should the Chief elect to move the Deputy Chief back to their prior classification, no bargaining unit member in that classification shall be supplanted or negatively impacted by this reassignment.

ARTICLE XXXI DURATION

31.0 This Agreement contains the full and complete agreement between the Town and Union on all bargainable issues and neither party shall be required during the term hereof to negotiate or bargain upon any issue whether it is covered or is not covered by this Agreement. This Agreement shall be binding upon the Town, the Union and the employees upon the date of signing and shall continue its full force and effect until midnight of the thirtieth day of June 2027. This Agreement shall, after June 30, 2027, remain in effect during negotiations until agreement is reached to amend or modify this Agreement. If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified mail or registered mail not more than one hundred twenty days prior to the expiration of this Agreement. Such negotiations shall commence at least one hundred twenty days prior to June 30, 2027.

The parties acknowledge and agree that substantial reformatting and renumbering has occurred in the preparation of this successor collective agreement. The parties further agree that no party shall have waived their right to contest any unintended additional changes to the terms of this successor collective bargaining agreement which may result from this significant reformatting and renumbering.

Dated this 29th day of August 2024

For the Town

Frederick J. Presley
Town Manager

For the Union

Robert Malinowski
President, Wethersfield Police Union

ARTICLE XXXII GLOSSARY/DEFINITIONS

32.0 The following terms as used herein shall be defined as follows:

Accumulated Time refers to earned vacation or additional leave days that may be carried over from year to year by an employee, subject to the conditions set forth in Article 10.1 A of the Agreement.

Additional Earned Leave refers to a maximum of four (4) additional paid days off that an employee may earn due to perfect attendance for duty roster assignments in any mutually exclusive continuous three (3) month period, also referred to as a 90-day period.

Agreement shall refer to the collective bargaining agreement between the Town of Wethersfield and the Union.

Anthem Blue Cross/Blue Shield Century HDHP is the High Deductible Health Plan group health insurance currently offered to the bargaining unit employees.

Arbitration is the process by which the Town and/or the Union request the issuance of a binding decision following a hearing on an unresolved dispute that arises out of the interpretation of the collective bargaining agreement or out of the collective bargaining process.

Bargaining Unit shall refer to the employee group represented by the Union, which includes all full time permanent police patrol officers, police sergeants, and police commanders within the Wethersfield Police Division, excluding all civilians, Second in Command and Chief of Police.

Bargaining Unit Member refers to an individual employee belonging to the Bargaining Unit
Bulletin Board refers to the bulletin board provided to the Union by the Town in a non-- public area of the Police Division for the posting of notices of the nature described in Article 21 of the Agreement.

Collective Bargaining refers to the process by which the Town and the Union negotiate the terms of the collective bargaining agreement applicable to bargaining unit members, as required by the Municipal Employee Relations Act.

Compensation means all wages and fringe benefits paid to an employee pursuant to the Agreement.

Compensatory Time is paid time off granted to an employee in lieu of overtime compensation, as further described in Article 8.16 A of the Agreement.

Cost of Living Adjustment is an annual increase to the salary of a police employee who has completed a minimum of twenty-five (25) years of credited service, based upon the Consumer Price Index established by the Bureau of Labor Statistics, as detailed in Article 20.4 of the Police Pension Plan, to a maximum of 4%.

Death Benefit refers to monthly benefits paid to an employee's spouse and/or children in the event an active employee dies prior to the employee's normal retirement date.

Death In the Line of Duty shall mean being on duty or performing law enforcement duties while off duty or being targeted for the as a mere fact of being an officer. An employee shall be deemed to have died "in the line of duty," if death ensues as a result, while in the performance of his/her duties and/or capacities as an officer of the law provided that such death is not the result of willful misconduct; intoxication; or illicit drug use or abuse. Willful misconduct shall be construed to include, but not limited to, an intentionally self-- inflicted injury or incurred while the employee was engaged in or resulted from having engaged in felonious conduct.

Deferred Compensation Plan is a retirement plan offered by the Town

Disabled for the purpose of disability retirement benefits refers to the state in which an active duty police employee is physically unable, as a result of bodily injury or illness, to engage in or perform his or her regular or similar duties within the Police Division, provided that such disability is not the result of willful misconduct, intoxication, or drug use, abuse or addiction, and further provided that such disability is expected to be permanent and continuous for the remainder of his or her life.

Discipline for Just Cause refers to the requirement that any discipline of an employee who has completed his or her probationary period be undertaken only after a determination that sufficient grounds exist for the imposed discipline. In the case of a grievance arbitration hearing, the arbitrators must determine whether the employee was disciplined for just cause.

Duration refers to the effective period during which a collective bargaining agreement is in effect.

Duty Disability refers to an employee's need to be absent from regularly assigned duties as a result of an injury determined under the Workers' Compensation Act to have been a duty-related injury.

Educational Incentive Payment refers to the Town's reimbursement of an employee for educational course work, including tuition, student activity fees, college service fees, and laboratory fees.

Employee refers to an individual bargaining unit member.

Employee Premium Cost Share refers to the percentage amount paid by an employee toward the cost of the group health insurance premium.

Equipment, Uniform and Clothing Allowance refers to either (1) the reimbursement of an employee by the Town for loss of or damage to personal property and/or clothing which is suffered as a result of a chase or physical contact with another person or animal while in the performance of police duties; or (2) the uniform cleaning allowance provided annually by the Town for the purpose of maintaining uniforms in a clean and neat condition, as provided by Article 16 of the Agreement.

Family Leave (previously referred to as Bereavement Leave/Wedding Leave) refers to paid time off granted an employee for reasons pertaining to bereavement of a family member or to celebrate the wedding of the employee, as specifically provided by Article 12 of the Agreement

Flex Time Option is the ability to alter the hours of an employee's assigned shift by request of the employee and subject to approval by the Chief of Police and the mutual agreement of the Chief of Police, the employee, and the Union President.

Full Agreement acknowledges that the parties expressly agree that the collective bargaining agreement constitutes the entire agreement between them on all matters subject to collective bargaining negotiations.

General Wage Increase (GWI) refers to the percentage by which wages shall be raised, as of an effective date, for each individual job classification, without regard to a particular wage rate or a particular employee's step placement.

Grievance is a dispute which may arise between the parties concerning the application, meaning, or interpretation of the Agreement.

Grievance Procedure is the step-by-step process by which the Town and the Union undertake the resolution of a grievance, as described in Article 23 of the Agreement.

High Deductible Health Plan (HDHP) refers to an alternative insurance plan offered to bargaining unit members in conjunction with a Health Savings Account (HSA).

Holdover refers to the circumstance in which an employee may be requested or required to work hours in excess of his or her regular shift for non-emergency reasons.

Holiday Comp Time refers to eight (8) hours of regular pay, and twelve (12) hours saved as "comp time," granted to an employee who actually works eight (8) hours or more of departmental duty on an observed holiday.

Holiday Leave refers to time off granted on a holiday, on which day the employee does not work, but is paid for eight (8) hours of regular pay.

Layoff is the loss of employment by reason of shortage of work or funds, the abolition of the position, or other material change in the duties or organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.

Commanders Promotional Process is the process governing the posting and granting of promotional opportunities to the position of police commander.

Life Insurance Coverage refers to the opportunity for an employee to participate in a life insurance plan offered by the Town under the terms and conditions specified in the collective bargaining agreement.

Limited Duty refers to a situation in which a full time sworn police officer is allowed, at the discretion of the Chief of Police, to temporarily work in an alternative function or position due to injury or illness.

Longevity Payment refers to an annual payment to an employee based upon years of service, as described in detail in Article 15.1.

Long Term Disability refers to an insurance plan offered to bargaining unit members by the Town that provides coverage in the event of a disabling condition, under certain terms and conditions as provided by the collective bargaining agreement.

Major Crimes include the following crimes, for which investigating detectives shall be paid at the rate of time and one-half: all shootings; suspicious deaths or bodies found; armed robbery; rape; kidnappings; missing persons with suspicious circumstances; high risk narcotics raids; unusual burglary; arson; multiple assaults; sexual assaults on minors; major felon apprehensions or hostage situations; Special Response Team situations.

Minor Tardiness refers to an employee's late reporting for any non-duty roster duty assignment for a period of less than ten minutes.

Monthly Normal Retirement Benefit refers to the amount of benefits earned by a retiree according to a formula that takes into account a percentage of the employee's Average Monthly Earnings, multiplied by the number of full years of credited service, subject to an established maximum.

Normal Retirement Date refers to the first day of the month coincident with or next following the employee's 55th birthday, plus the completion of 15 years of continuous service or the completion of 25 years of continuous service, whichever first occurs.

Normal Weekly Earnings or Normal Weekly Check refers to the officer's regular biweekly base salary, including overtime and flat pay earnings, for the purposes of calculating Workers' Compensation benefits, as provided in Article 28 of the Agreement.

Observed Holidays refer to the specifically listed holidays in Article 14.0 of the Agreement, for which an employee who actually works eight (8) hours or more of departmental duty on such date shall be paid at a rate of one and one-half times his hourly rate of pay, in addition to eight (8) hours of holiday pay.

Operational Emergency refers to a situation in which the Chief of Police may exercise discretion in taking whatever steps are deemed necessary to respond to an emergency situation, up to and including the denial and/or cancellation of employee leaves and/or days off. Operational emergencies include, but are not limited to, strikes, demonstrations, major crimes, or other unanticipated public safety related occurrences.

Outside Employment refers to any regular paid work performed by a bargaining unit member in a capacity other than as a Police Division employee.

Overtime refers to hours worked in excess of forty (40) hours per week or eight (8) hours per day, for which the employee is compensated at one and one-half of the employee's regularly hourly rate, computer in fifteen (15) minute units or the nearest part thereof.

Performance Review/Inquiry refers to the non-disciplinary review or inquiry of an officer's performance relative to investigative technique, reports, enforcement levels, or other duty related activities.

Personal Leave is period of paid leave earned by the bargaining unit member after completion of five (5) years of service, as of the first pay day of July in each year, under the conditions set forth in Article 10.10 of the Agreement.

Personnel File refers to documents pertaining to a single employee that are collected and maintained by the Town and concern that person's employment with the Town.

Physician's Certificate refers to written orders of an employee's treating physician stating the nature of an illness or injury, and the expected duration of said illness or injury, that requires the employee's absence from work.

Pin Day refers to the anniversary of the date upon which an officer had his or her Police Badge pinned.

Police Pension Plan is the plan offered by the Town to retirees from the bargaining unit for the payment of benefits through a group annuity program or a similar funding program selected by the Town on the basis of a recommendation from the Pension Plan Committee.

"Prime Time" Vacation refers to vacation taken in the months of July, August, and September (through Labor Day).

Probationary Period is the initial period of employment during which the employee must demonstrate his or her ability to perform Police Division duties. Following successful completion of the probationary period, the employee becomes eligible for certain benefits and privileges under the collective bargaining agreement.

Promotional Opportunity refers to the opportunity for advancement to the rank of Sergeant and/or Lieutenant on the basis of the Police Division merit system and promotional processes, as more fully described in Article 5.2 A.

Promotional Examination refers to the examination process that must be satisfactorily completed by a qualified candidate for a promotional opportunity requiring certification as a sworn police officer.

Rank Seniority is the total length of continuous service as a permanent appointee to a given rank.

Retiree Health Insurance Reserve Fund (currently known as Other Post-Employment Benefits (OPEB)) is a fund created by the Town to offset the costs of providing group health insurance retiree benefits to retired bargaining unit employees eligible for retiree health insurance benefits. Such bargaining unit members are required to contribute a percentage of their wages to the Fund.

Savings Clause is a contract provision that is intended to preserve the legal effect of a contract's remaining provisions, in the event that any particular provision of the contract is determined to be invalid as a result of any legal proceeding.

Seniority is the relative length of an employee's accumulative unbroken service employed by the Wethersfield Police Division as a regular full time officer.

Seniority List refers to the written list of bargaining unit members, showing the seniority of each based upon date of hire, that is furnished by the Town to the Union on July 1 of each contract year and after each new hire.

Sick Leave is paid time off allowed in the event of actual illness or injury of the employee, exposure to contagious disease, health examinations and care, and to permit the absence of employees for a reasonable period to make arrangements to care for the immediate family.

Special Assignment is a position added to the duty roster to be filled at the discretion of the Chief of Police and worked on a voluntary basis by the employee.

Special Conference or Special Meeting refers to a meeting held, at the agreement of the Town and the Union, for the purpose of conferring on matters of interest, upon the written request of either party.

Special Police Duty is duty for which the Town is reimbursed by some other party, agency or division and outside of the regular work schedule.

Specialized Units include the following: Detective Bureau; Special Response Team; Accident Reconstruction Team; Marine Patrol Dive Team; Canine Unit Members.

Step refers to an employee's placement on the wage grid in accordance with experience level.

Super Priority is the status granted an employee who is mistakenly "passed over" in the distribution of overtime duty or special police duty, such that the employee is entitled to work an amount of overtime or special police duty jobs, as applicable, equal to the number of "passed over" incidents, irrespective of the employee's present standing on the overtime duty or special police duty lists.

Supervisor Eligibility List is a list by order of seniority of all Officers who, as of July 1, 2006, have passed all components of the Sergeants examination (dating back to 1999) with a final grade of 70% or higher.

Town Rights are the rights, powers and authority inherent in the Town unless otherwise limited, modified, abridged, or relinquished by specific terms or language in the Agreement.

Travel Time refers to time spent by the employee in transit to and from work for the purpose of attending work-related activities such as training, limited to the reasonable, ordinary time to travel to and from the training site and Police Headquarters.

Union refers to the Wethersfield Police Union.

Union Dues Assessment refers to the amount of regular dues owed by an employee who is a member of the Union in good standing.

Union Representatives include duly accredited and elected officers of the Union, who shall be granted time off without loss of pay to attend Union business as provided by Article 25 of the Agreement.

Union Service Fee refers to the assessment made by the Union to a new employee who does not become a member of the Union in good standing after sixty (60) days of employment.

Vacation Time refers to paid time off earned annually based upon length of service as of the employee's anniversary date of hire.

Waiver of Health Insurance Coverage refers to the option to voluntarily elect to waive the opportunity to participate in any of the health insurance plans offered by the Town under the collective bargaining agreement, by way of a form provided by the Town, and to elect instead to receive additional annual compensation in lieu of insurance coverage, as further described in Article 18.4 of the Agreement.

Work Week shall refer to the regular work week for employees, consisting of forty (40) hours per week over the course of five (5) consecutive days, with two (2) consecutive days off for members not in the Detective Division, Support Services and Administrative Services. The work week for members of the Patrol Division is four (4) consecutive days, with two (2) consecutive days off and as further described in Article 7 of the Agreement.

Workers' Compensation refers to the system by which, under certain conditions, an employee who becomes injured or ill in the performance of his or her work duties is made eligible for remuneration for such injury or illness, as provided by Connecticut law and by the terms and conditions of the collective bargaining agreement.

Working Shifts refers to the basic daily shifts established for the Patrol Bureau, the Detective Bureau, and the Support Services Bureau, as described in Article 7.0, subject to the establishment of additional shifts according to the needs of the Police Division.

APPENDIX A: WAGES

New hired officers, except Certified Police Officers, shall be paid at a rate of \$6,000 BELOW the starting rate of the salary range designated in APPENDIX A, for the first six (6) months of their employment, such employee's wages shall be raised to the six (6) month range of wages and AGAIN shall be paid at a rate of \$6,000 BELOW the six month salary range, so designated in APPENDIX A. At the completion of the probationary period, the employee shall be raised to the one (1) year rate of salary designated in APPENDIX A.

Certified Officers shall be paid at Step 3 upon hire date. At the completion of the probationary period, the employee shall be raised to the Step 4 rate of salary.

APPENDIX A, WITHOUT any such aforementioned reduction and growth increments shall be granted thereafter at intervals in accordance with those provided in APPENDIX A.

The above shall be for the period of the AGREEMENT'S DURATION only, and is specifically, exempted from Article XXIX- DURATION.

*Annual rate is \$6000 less than these designated rates for Entry Level Officers for one year from graduation date from Academy.

APPENDIX A WAGES (PAY RATES)							
Police Officer	Current	\$84,110.43	\$86,342.89	\$88,686.33	\$91,013.36	\$93,577.42	\$96,126.26
Police Officer		Hire	6 Months	1 Year	2 year	3 Years	4 years
<u>Step:</u>	GWI	Step 1*	Step 2	Step 3	Step 4	Step 5	Step 6
7/1/2023	3.50%	\$87,054.30	\$89,364.89	\$91,790.35	\$94,198.83	\$96,852.63	\$99,490.68
7/1/2024	3.50%	\$90,101.20	\$92,492.66	\$95,003.01	\$97,495.79	\$100,242.47	\$102,972.85
7/1/2025	3.25%	\$93,029.48	\$95,498.67	\$98,090.61	\$100,664.40	\$103,500.35	\$106,319.47
7/1/2026	3.00%	\$95,820.37	\$98,363.63	\$101,033.33	\$103,684.33	\$106,605.36	\$109,509.05
Sergeant		Promoted	6 Months	1 Year	2 year	3 Years	4 years
<u>Step:</u>	GWI	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7/1/2023	3.50%	\$105,823.60	\$108,559.10	\$111,624.36	\$114,690.87	\$117,821.93	\$121,038.46
7/1/2024	3.50%	\$109,527.42	\$112,358.67	\$115,531.21	\$118,705.05	\$121,945.69	\$125,274.80
7/1/2025	3.25%	\$113,087.06	\$116,010.33	\$119,285.97	\$122,562.96	\$125,908.93	\$129,346.24
7/1/2026	3.00%	\$116,479.67	\$119,490.64	\$122,864.55	\$126,239.85	\$129,686.20	\$133,226.62
Lieutenant		Promoted	1 Year				
<u>Step:</u>	GWI	Step 1	Step 2				
7/1/2023	3.50%	\$126,050.53	\$129,608.53				
7/1/2024	3.50%	\$130,462.30	\$134,144.83				
7/1/2025	3.25%	\$134,702.32	\$138,504.53				
7/1/2026	3.00%	\$138,743.39	\$142,659.67				

APPENDIX B: PATROL BUREAU BID RULES

Squad assignments shall be bid according to the following procedures:

- a. Squad bidding is open to all bargaining unit members of the rank of a patrol officer or sergeant assigned to the Patrol Operations Bureau, except those members on probationary status.
 - b. Squad assignments will be granted based on seniority.
 - c. Squad bidding is not open to bargaining unit members on an extended absence due to illness, injury, or any authorized leave of absence that would cover the entire bid.
 - d. Bargaining unit members shall bid their squads by seniority as described in Article VIII of this agreement.
2. The Chief of Police or their designee will post a bid list for the three month shift cycle. This bid will be done electronically using Google Sheets.
 3. Each bargaining unit member shall write their name next to the slot of their choice based on seniority. Each bargaining unit member will have two (2) working days to submit their bid. If the member is away for an extended period of time, it will be their responsibility to submit their bid within 48 hours either online or by proxy.
 4. Members who fail to submit their bid waive their right to bid and will be assigned to a shift based on departmental needs by the Chief of Police or their designee.
 5. The Chief of Police or designee shall distribute the finalized schedule thirty days prior to the start of the new bid or upon completion of the bid process.
 6. The new bid cycle will begin on the first Monday of July, October, January, and April.
 7. Members of the bargaining unit assigned as K9 handlers shall be assigned a shift by the Chief of Police or their designee.
 8. Patrol officer assignments per squad:
 - a. A (day) squad – 7 / minimum of 7
 - b. B (evening) squad – 8 / minimum of 7
 - c. C (midnight) squad – 7 / minimum of 7
 9. Probationary Officers shall be assigned to a shift by the Chief of Police or his designee.
 10. The same bid process will be used for the Patrol Sergeants.

APPENDIX C: CODE OF CONDUCT

Introduction

- 1.) Chapter VI Section 602 of the Charter of the Town of Wethersfield vests in the Chief of Police the Power to promulgate all Rules and Regulations concerning the operation of the Department and the conduct of all the officers and employees thereof. The Chief is responsible for the efficiency, discipline, and good conduct of all personnel and for the care and custody of all property used by the department.
- 2.) Rules of conduct and disciplinary procedures are hereby established pursuant to the powers vested in the Chief of Police by the Town Charter, Town of Wethersfield. The Rules of Conduct and Disciplinary Procedures are subject to continuing revision.
- 3.) These rules of conduct and disciplinary procedure contain a section entitled “Employee Entitlements/Responsibilities.” The section is intended to ensure fair, equitable, uniform, and judicious treatment of all employees. The disciplinary procedure is intended to apply to all personnel. Supervisory officers, police officers, and civilian personnel; full or part-time employees are included. Any supervisory officer or investigator violating an employee’s right will be subject to discipline.
- 4.) Although the following sections prescribe or prohibit specific conduct on the part of the employees of the Wethersfield Police Department, and violation of any of them will constitute grounds for disciplinary action, they do not and cannot itemize every act or omission which will be sufficient cause for disciplinary action. Such acts or omissions not particularly specified shall be charged Under Article 1 Section 1.00. Because of the broad variations possible under sections 1.00, 7.01, and 7.04, the classification of these three offenses shall be left to the discretion of the employee’s commander, subject to review at the bureau level. Documented counseling is not punitive but can support future discipline within the code of conduct.
- 5.) For penalties, the following classification system of offenses will be used

Class	Penalty
A	Documented Counseling
B	Letter of Reprimand
C	Suspension 1 to 5 days
D	Suspension 6 to 15 days
E	Suspension 16 up to including termination
F	Termination

Penalties for each violation in the Code of Conduct are listed in ascending alphabetical order. As such, should an employee have a charge upheld on the first occasion of a particular section, the employee shall be penalized with the first alphabetical penalty. On the next upheld charge for violating the same section, the employee will be penalized with the next alphabetical penalty.

This process shall continue progressively for subsequent penalties for violations of the same section. The lowest available alphabetical penalty is the maximum an employee can receive for the upheld charge.

Demotion is a suitable alternative to the listed penalty in any Class D through E offense. In all cases where an employee has committed a previous offense under the same article, the penalty allowable may be increased to the next most severe penalty class. Furthermore, where the subject employee has two or more A or B penalties, the Chief can skip to a C penalty when the previous violations have been administratively upheld. In those cases where the employee has two or more penalties in suspension class, the Chief may raise a subsequent suspension penalty to the next highest level.

6.) For this Code of Conduct, “Willful” and “Intentional” shall be interchangeable and describes a state of mind wherein the employee acts with a conscious objective to cause a particular result or to engage in a particular conduct.

7.) Law Enforcement Code of Ethics

“As a law enforcement officer, my fundamental duty is to serve mankind, to safeguard life and property; to protect the innocent against deception, the weak against oppression or intimidation, and the people against violence or disorder, and to respect the Constitutional rights of all people to liberty, equality, and justice. I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of the department. Whatever I see or hear of a confidential nature, or that is confided to me in my official capacity, will be kept ever secret unless revelation is necessary in the performance of my duties.

I will never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill-will, never employing unnecessary force or violence and, never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and accept it as a public trust to be held so long as I am true to the ethics of the Police Service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession...Law Enforcement.”

The Law Enforcement Code of Ethics is a part of this Order.

Article I

1.0 Any violation of the rules and regulations published orders, directives, memoranda, or any lawful order, or any act which tends to undermine the good order, efficiency and discipline of the Department, or which reflects discredit upon the Department or any member thereof, shall constitute conduct unbecoming an employee.

(Unclassified)

This section will not be used when another section of the code specifically addresses the employee's conduct.

Article II: Criminal Conduct

Definitions:

- Felony: An offense for which a person may be sentenced to a term of imprisonment in excess of one year (CGS 53a-25) *Felonies are classified as follows: Class A, Class B, Class C, Class D, Capital Felonies, unclassified.

- Misdemeanor: An offense for which a person may be sentenced to a term of imprisonment of not more than one year. (CGS 53a-26) Misdemeanors are classified as follows: Class A, Class B, Class C, and unclassified.

- 2.01 Accepting a bribe or gratuity to permit an illegal act. (F)
- 2.02 Removing Department or town property without authorization with the intent to permanently deprive the department or town of said property. (F)
- 2.03 Unauthorized entry into any office, desk, or locker of another, by any means, knowing the employee has no right to access with the intent to commit a criminal act. (F)
- 2.04 Arrest and Conviction of any felony crime. (F)
- 2.05 Arrest of a felony crime, conviction on a misdemeanor. (E, F)
- 2.06 Arrest and Conviction of all larceny and/or larceny-related crimes (F)
- 2.07 All crimes of a sexual nature or crimes involving moral turpitude. (E, F)
- 2.08 Arrest of all crimes described in Section 2.07 & 2.06, and conviction of a substituted offense or any substituted charge. (E, F)
- 2.09 Arrest and conviction of any misdemeanor except those that are listed in Section 2.06 & 2.07, including any/all motor vehicle. (E, F)
- 2.10 Involvement in illegal vice-related activities. (E, F)
- 2.11 Intentionally allowing a prisoner to escape. (F)
- 2.12 Engaging in Domestic Violence involving physical abuse of any victim (E, F)

Article III: Substance Abuse

- 3.01 Testing positive under the Drug testing policy for Cannabinoids, Cocaine, Phencyclidine, Methaqualone, or Opiates, which are illegal in and of themselves to possess. (F)
- 3.02 Testing positive under the Drug Testing Policy for any other narcotic and/or controlled substance identified in this policy but not covered under 3.01. The penalty shall be termination except that an employee other than an entry-level probationary employee could be offered the opportunity to consent to one “Last Chance Agreement” as long as that employee has not been the subject of “substantial disciplinary action” as defined in the drug testing agreement.
- 3.03 Refusal to submit to a properly ordered urinalysis drug test under the procedures outlined in the Drug Testing Policy. (F)
- 3.04 Failure to meet with and/or provide information to the Medical Review Officer. (F)
- 3.05 Being under the influence of alcohol and/or an undetermined substance while on duty. (E, F)
- 3.06 Being under the influence of alcohol and/or an undetermined substance while off-duty, in uniform, and in possession of a firearm. (E, F)
- 3.07 Consumption of alcoholic beverages prior to reporting for duty to render the employee unfit for duty. (E, F)

Article IV: Supervisory Responsibilities

- 4.01 Using rude, insulting, or offensive language or other offensive behavior by a supervisory officer towards an employee of a lower rank. (C, D, F)
- 4.02 A supervisory officer giving an order knowing such to be unlawful or beyond the scope of the supervisor’s authority. (E, F)
- 4.03 Failure to properly supervise subordinates, prefer disciplinary action or take another appropriate action. (D, E, F)
- 4.05 Failure of a supervisor to notify an employee of their Employee Rights under Article XI of this Code of Conduct and adhere to same. (E, F)
- 4.06 Failure of a supervisor to make proper notifications. (B, C, F)

Article V: Negligent Performance of Duty

- 5.01 Removing Department or Town property without the proper authorization but with no intent to permanently deprive the Department or the Town of said property. (B, D, F)
- 5.02 Negligent entry in any Department record. (A, B, D, F)
- 5.03 Negligently making public statements regarding confidential departmental materials. (B, C, E)
- 5.04 Negligently failing to take appropriate action when necessary and/or failure to make a written report of same to the appropriate Bureau, Division, or Commanding Officer at the

conclusion of the employee's tour of duty unless specifically waived by the Commander. (B, C, E)

- 5.05 Inattentive to duty or assignment. (A, B, C, E)
- 5.06 Asleep on Duty. (B, C, E)
- 5.07 Negligent absence from duty assignment without permission. (B, C, E)
- 5.08 Negligent failure to comply with any lawful orders, procedures, directives, or regulations: oral or written. (A, C, D)
- 5.09 Failure to properly care for assigned equipment, excluding Town vehicles, and/or damaging or causing damage to same due to carelessness or neglect. (C, D, E)
- 5.11 Failure to properly secure a prisoner due to carelessness or neglect. (B, C, E)
- 5.12 Failure to properly identify, collect or preserve evidence in a timely fashion due to carelessness or neglect. (B, D, E)
- 5.13 Negligently using rude, offensive, or profane language towards a citizen while on-duty or off-duty while in uniform. (B, D, E)

Article VI: Intentional Misconduct

- 6.01 Using violent, abusive, or profane language with the intent to incite another employee. (C, E)
- 6.02 Intentionally making public statements regarding confidential departmental material. (C, E)
- 6.03 Making public statements which are known to be false or to be in reckless disregard of known facts, department policy, or business. (E, F)
- 6.04 Using rude, insulting, or offensive language or other offensive behavior by an employee while on duty. (C, E)
- 6.05 Intentional absence from duty assignment without authorized permission. (E, F)
- 6.06 Intentional failure to take appropriate action when necessary and/or failure to make a written report of same to the appropriate Bureau, Division, or Commanding Officer at the conclusion of the employee's tour of duty unless specifically waived by the Commander. (D, E)
- 6.07 Intentional and willful failure to comply with any lawful orders, procedures, directives, or regulations, oral or written. (D, E)
- 6.08 Intentional failure to report as a witness when duly notified within reasonable time limits or when subpoenaed. (E, F)
- 6.09 Intentionally damaging Police Department or Town property and/or equipment. (E, F)
- 6.11 Intentionally depriving a suspect or prisoner of basic rights or humane treatment. (E, F)

- 6.12 Intentional abuse of sick time. (C, F,)
- 6.13 Refusal to obey a proper order of a supervisor. (E, F)

Article VII: Use of Force and Firearms Discharge

- 7.01 Intentional, unnecessary, and excessive force in effectuating an arrest or in the performance and execution of other official duties.

-Unclassified...Where the incident involves a discharge of a firearm, an employee will not be charged with section 7.02 or 7.03

- 7.02 Intentional disregard of Departmental Firearms Guidelines. (Unclassified)
- 7.03 Negligent disregard of Departmental Firearms Guidelines. (E, F)

Article VIII: Administrative Regulations

- 8.01 Failure to carry only the equipment with which the employee has displayed the required proficiency. (E, F)
- 8.02 Carrying or utilizing equipment not authorized for use by the Department. (E, F)
- 8.03 Failure to be on time when reporting for duty, including roll calls, court appearances, and other duty assignments. (A, B, C, E, F)
- 8.04 Failure to properly secure a department vehicle when unattended. (C, E)
- 8.05 Allowing an unauthorized person in a police vehicle. (A, B, D)
- 8.06 Failure to adhere to Department Rules regarding reporting absences from duty. (B, C,E)
- 8.07 Failure of an employee to report any medical condition which might render the employee unfit for assigned duty. (E, F)
- 8.09 Use of any narcotic substance or controlled substance pursuant to a doctor's order, without reporting same to a supervisory officer, where the substance may impair an employee's judgment. (E, F)
- 8.10 Failure to wear the prescribed uniform or equipment for assigned duties in a neat and clean condition. (B, C, E)
- 8.11 Failure to maintain a valid Motor Vehicle Operator's license and or failure to report revocation or suspension of one's Motor Vehicle License. (E, F)
- 8.12 Refusal to give name and/or Badge number when properly requested. (A, B, C)
- 8.13 Absence from duty assignment through the use of leave time which the employee does not have available for use. (C, E)
- 8.14 An employee who has a pattern of sick time abuse will be subject to administrative sanctions which will prohibit the employee from working private duty jobs and/or overtime nor

will the administrative sanctions prohibit the Department from taking additional punitive discipline for a subsequent offense (C, D, E)

Article IX: Use of Department Vehicles

- 9.01 Unauthorized and intentional misuse of a police vehicle for personal use. (D, E, F)
- 9.02 Unauthorized use of a department vehicle. (C, D, E)
- 9.03 While operating a Town vehicle, the employee is involved in a motor vehicle accident wherein the supervisor finds the operator chargeable for the accident. (B, C, E)
- 9.04 While Operating a Town vehicle, the employee involved in a motor vehicle accident where the supervisor finds the operator chargeable for the accident and the employee's operation is reckless. (Factors determining whether the operation is reckless shall include but are not limited to the type of call responded to, road and weather conditions and/or time of day.) (D, E, F)
- 9.05 Failure to follow Departmental guidelines or procedures regarding motor vehicle pursuits. (D, E, F)
- 9.06 Failure to properly care for a department vehicle damaging or causing damage to a department vehicle due to carelessness or neglect. (C, E, F)
- 9.07 Intentionally failing to properly care for a department vehicle and/or intentionally and/or recklessly causing damage to a Department vehicle. (D, E, F)

Article X: Unethical Conduct

- 10.01 Unethically soliciting any favor or privilege or another thing of value as a condition for performing official duties. (E, F)
- 10.02 Unethically abusing one's official position to obtain any special benefit or favor. (E, F)
- 10.03 Unethically recommending any professional or commercial service for personal gain. (E, F)
- 10.04 No one shall, without prior written approval of the Chief of Police or his representatives designated for that purpose, appear or give testimony as a character witness for any defendant in a criminal trial or inquiry in which the Department is involved. (C, D, E)

Article XI: Employee Entitlements/Responsibilities

- 11.01 All formal disciplinary proceedings shall be preceded by notice to the employee of the charged violation and the conduct alleged to comprise the violation.
 - All Internal Affairs complaints shall be completed within thirty (30) days unless granted an extension by the Chief of Police, and such extension shall be reasonable and completed in a timely manner. Upon completion of the Internal Affairs investigation and once a disposition is made, all parties shall be notified of the findings.
- 11.02 Employees interviewed concerning an internal investigation shall:

- Be entitled to know the specific incident being investigated and, if particular allegations have been made, the nature of the allegations (i.e., improper arrest, excessive force, etc.)
 - Be ordered/compelled to answer questions.
 - Be warned of their Constitutional Rights if the probability of criminal charges is apparent.
 - Have the right, whether as a witness or the subject of the investigation, to insist on the presence of an attorney or Union representative.
 - Have the right to a reasonable delay to obtain and review their prior reports, if any, concerning the incident.
 - Be required, after a reasonable opportunity for review of prior reports, to answer all reasonable questions and complete all reasonable reports concerning their performance of duty where the investigation involves their performance of such official duties.
 - Not be required to submit to a polygraph examination.
 - All Internal Affairs interviews shall be audio recorded.
- 11.03 Employees who are issued Verbal reprimands shall have the right to have any record disregarded for future incidents of misconduct after one year when the employee has not committed a similar offense.
 - 11.04 Employees who are issued A Letter of Reprimand shall have the right to have any record thereof disregarded for future incidents of misconduct after two years when the employee has not committed any offense.

APPENDIX D: LIMITED DUTY PACKAGE

DOCTOR'S FORM

WORK FITNESS EVALUATION FOR POLICE OFFICERS

The Town of Wethersfield, Division of Police, requests that the information below be completed by the attending physician pertinent to the capabilities of our employee as a result of his illness or injury on

A description of a significant requirement implicit in the employee's job description is attached for your review in order to determine if:

A. The employee can return to work with no restrictions to the performance of his duties.

B. The employee can return to work with limited restrictions to the performance of his duties.

C. The employee can return to work and perform tasks checked on the form entitled "Limited Duty" tasks.

D. The employee may not return to work until released from doctor's care. If there are any questions at all, please call the employee's department at:

Department Head Telephone Number

Doctor's Certificate for Work Authorization

Employee's Name:

Employee's Occupation/Job Title:

Physician's Name:

Date/Time of Exam/Treatment: / /

Date/Time of Accident: / /

Date of Nature of Injury/Diagnosis: / /

Treatment Administered:

Medication Prescribed:

How Long Have You Been Treating Employee?

Could Any Prior Injuries in Your Records Have Contributed to this Problem: Yes () No ()
Restrictions on Employee's Activity:

Date Disability Begins:

() No Disability or Time Lost

Disability Begins: / /

Can employee perform duties of a less strenuous nature than normally assigned in his/her line of work?

Yes () No ()

After reviewing job description and "Limited Duty" tasks, employee can:

- A. Return to normal duties with no restrictions Yes () No ()
- B. Can return to duties of job with restrictions noted Yes () No ()
- C. Can return to work and perform tasks checked on the form entitled "Limited Duty" tasks Yes () No ()
- D. Cannot return to work performing any task until released from Doctor's care No () Yes ()

Date employee can return to work: / / or Unknown at this time

Follow-up visit scheduled: / / AM/PM

Note: The employee will be receiving Worker's Compensation Payments. The Town requests that follow-up visits be scheduled so as to run concurrent with the expected healing progress of the employee's injury in order to return to his normal duties, if possible, in the timeliest method possible.

I, _____, (employee's name) hereby authorize the release of the above information and any medical records and information related to the above request to the Town of Wethersfield, Division of Police, and its authorized representatives.

Employee's Signature

Date

Signature of Examining Physician

Date

THE IMPLICATIONS OF FULL UNRESTRICTED POLICE DUTY

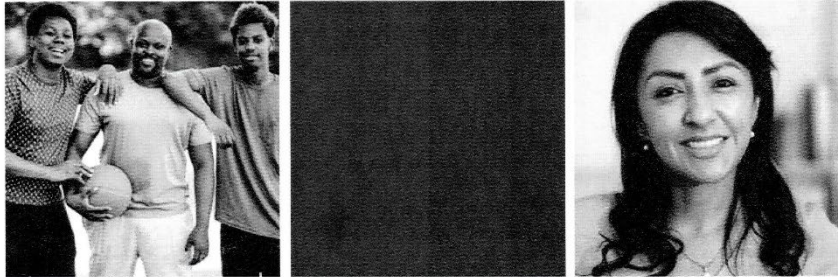
Implicit within the many diverse duties described in a job description for Police Officers is the ability, at any time while on duty, to have a sufficient unhampered range of motion and strength in limbs and body trunk to be able to physically subdue or restrain combative or hostile persons being taken into custody using varying degrees of force.


This physical activity, requiring varying degrees of exertion, may include running, climbing, restraining by hand, applying handcuff restraints, manual come along holds by hand, and police baton. Additionally, the unhampered use of fingers, hands, wrists, forearms, upper arms and shoulders to be able to use firearms, other police weapons, instruments, equipment and to perform various emergency first aid techniques such as C.P.R. and Heimlich Maneuver.

LIGHT DUTY ASSIGNMENTS FOR POLICE OFFICERS

- 1) Dispatching (If Qualified)
- 2) Filing
- 3) Microfilming
- 4) Inventory
- 5) Traffic Survey
- 6) Various clerical duties as needed
- 7) Taking minor complaints received at headquarters
- 8) Follow-up investigations which can be conducted from headquarters by phone
- 9) Data Entry (If Qualified}
- 10) Administrative tasks/assignments
- 11) Fingerprinting (If Qualified)
- 12) Maintaining Fingerprint Files (If Qualified)
- 13) Fingerprint Classification (If Qualified)
- 14) Bad check complaints and select complaints requiring telephone follow-up, and inside investigation only.
- 15) Interviewing and statement taking at police headquarters for police division investigations.

APPENDIX E: CT PARTNERSHIP PLAN 2.0



 **2023/2024**
Health Care
Options Planner
State of Connecticut Active Employees





Sean Scanlon
State Comptroller
@CTComptroller

Welcome!

Each year during Open Enrollment, you have the opportunity to review your current health care coverage and consider if it still meets your needs for the coming year. It's important that you take the time to consider what's happening in your life—maybe there's a child on the way, or you're preparing for a surgery. These life events could have an impact on the choices you make for coverage.

Even if you're happy with your current coverage, it's a good idea to review your options to see if a different plan choice might meet your health care and budgetary needs.

All of the State of Connecticut health care plans cover the same services, but there are differences in how you access treatment and care, and how each plan helps you manage your and your family's health. If you decide to change your medical or dental plan now, you may be able to keep seeing the same doctors, yet reduce your out-of-pocket costs.

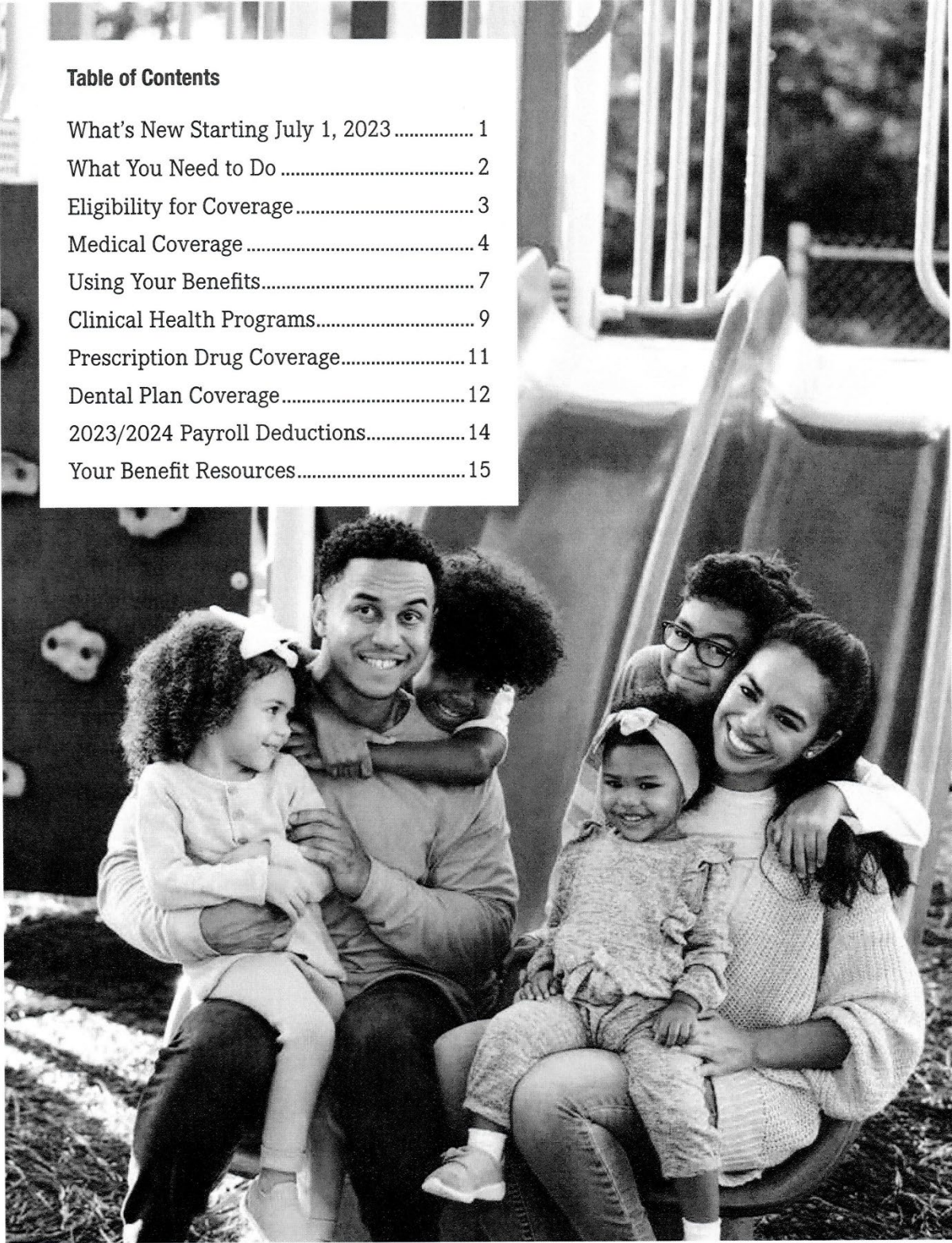
During this Open Enrollment period, I encourage you to take a few minutes to consider your options and choose the plan that provides the best value for you and your family. Everyone wins when you make smart choices about your health care.

Sean Scanlon
Connecticut State Comptroller

2023 Open Enrollment: May 1 – May 26, 2023

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What's New Starting July 1, 2023

Complete Your Enrollment Online

If you want to make a change to your coverage for 2023/2024, log in to **Core-CT** and select **Self-Service > Benefits > Benefits Enrollment**.

If you'd prefer, complete the Core-CT generated enrollment form from your agency benefit contact. You can also complete a CORE-CT generated enrollment form. Fax, email or drop off your completed form at your agency benefits office.

There are no plan changes for 2023. If you don't want to change your coverage, it will automatically roll over at the applicable 2023/2024 premium.

Newly Designed Care Compass Site

It's now easier access to benefit portal, review open enrollment information, and access member services contact information.

Introducing Quantum Health!

Quantum gives you have access to:

- A **benefit portal** with your personal information, including Health Enhancement Program (HEP) requirements.
- **Personalized assistance** from Care Coordinators. They're standing by to help with your health care needs, including questions about condition management, HEP, claims, providers and coverage.

Contact a Care Coordinator for all your benefit needs

Using just one phone number you can now reach a Care Coordinator at 833-740-3258.

You can also log in to your benefits portal (carecompass.quantum-health.com) to send a secure message or live chat with a Care Coordinator. If it is your first time accessing the benefit portal, select Register and create an account.

With new features being added soon:

- An advanced, custom-built **provider search tool** to help you locate in-network providers across all State benefits, including medical, pharmacy, and dental.
- **One-click access** from the benefit portal to personalized pharmacy, medical and dental websites.
- A **one-stop shop** for all of your benefit needs.

To access and register for your benefits portal*:

- Go to **CareCompass.CT.gov** and select **Create an Account**. Then, register using the last four digits of your Medical ID (found on your Anthem card).
- You may also download the free mobile app by searching for "**MyQHealth**" at the App Store or on Google Play. If you haven't registered on the site, click **Register** and follow the steps.
- Adult dependents (age 18 and over) can register for a personal benefit account. You can share your HEP status with a family member by creating your own account, clicking Profile Settings, and ticking the Wellness/Prevention box.

New Anthem Medical ID Cards

Even if you do not change plans, all medical plan members will receive a new Anthem ID card that provides the Quantum Member Services phone number and Care Compass website by 7/1.

*You must be enrolled in a State of Connecticut medical plan, or be an adult dependent of an enrolled member, in order to register for your personal benefit portal.

What You Need to Do

Current Employees

Open Enrollment: May 1 – May 26, 2023

Open Enrollment is your opportunity to take a fresh look at the plans, consider how your and your family's needs may have changed, and choose the best option for you for the coming year.

During Open Enrollment, you can:

- Change medical and/or dental plans,
- Add or drop coverage for your eligible family members, or
- Enroll if you previously waived coverage.

Don't forget! You can make a change to your coverage through eBenefits, or if you prefer, you can still complete the Core-CT generated form, which you can get from your agency benefits contact. Fax, email or drop off your completed form at your agency benefits office.

If you don't make a change, and:

- **You're currently enrolled**, your coverage will continue as is, with applicable 2023/2024 premiums.
- **You are NOT enrolled**, your coverage will continue to be waived.

New Employees

To enroll for the first time:

1. Review this Planner and choose the medical and dental options that best meet your needs.
2. Visit eBenefits to make your benefit elections. If you prefer, you can still complete the Core-CT generated form, which you can get from your agency benefits specialist.
3. Complete your enrollment online, or return the completed form within 31 calendar days of the date you were hired. Paper forms should be faxed, emailed or dropped off at your agency benefits office.

If you enroll as a newly hired employee, your coverage begins the first day of the month following your hire date. For example, if you're hired on October 15, your coverage begins November 1.

The elections you make now are effective through June 30, 2024, unless you have a qualifying life event (see "Midyear Coverage Changes").

Midyear Coverage Changes

Once you make your coverage elections, you cannot make changes for the 2023/2024 plan year unless you have a qualifying life event, which includes changes in:

- Legal marital/civil union status, including marriage, civil union, divorce, death of a spouse, and legal separation
- Number of dependents, including changes through birth, death, adoption, and legal guardianship
- Employment status, including events that change your or your dependents' employment status and eligibility for coverage, such as:
 - Beginning or ending employment
 - Starting or returning from an unpaid leave of absence
 - Changing from part-time to full-time or vice versa
- Dependent status, including events that cause your dependent to become eligible or ineligible for coverage
- Residence, including moving out of the area you live in now, that makes it difficult or impossible to see network providers
- Loss of coverage, including events that cause you or your dependents to lose coverage from another source

If you have a qualifying life event, you must notify your agency benefits office within 31 days of the date of the event. The change you make must be consistent with the event that triggered the midyear coverage change opportunity. For example, if you have a child, you can add them to your current health care coverage, but you can't change the plan(s) in which you are enrolled. All coverage changes are effective the first day of the month following the date of the event.

If you experience a change in your life that affects your benefits, contact your agency benefits office. They'll explain which changes you can make and let you know if you need to send in any documentation (for example, a copy of your marriage certificate).

Find more information about 2023 Open Enrollment at **CareCompass.CT.gov** and clicking **Benefits Enrollment** at the bottom of the page, or by contacting your agency benefits office.



Eligibility for Coverage

Dependents you can cover under your plans generally include:

- Your legally married spouse or civil union partner
- Your children through the end of the year in which they become age 26
- Children living with you for whom you are the legal guardian (to age 18) unless proof of continued dependency is provided

Coverage eligibility for disabled children beyond age 26 must be verified through Anthem. Contact Anthem at 800-922-2232 for details.

Documentation of an eligible relationship is required when you enroll a family member.

Visit [CareCompass.CT.gov](https://www.CareCompass.CT.gov) for details about dependent eligibility.

Dependent Coverage

You and the family members you enroll must all have the same medical option and/or the same dental option. However, you can enroll certain family members in medical and different family members in dental. For example, you can enroll yourself and your child for medical, but only yourself for dental. To enroll an eligible family member in a plan, you must enroll as well.

Only Cover Eligible Dependents

It is your responsibility to notify your agency benefits office if individuals you cover are no longer eligible. If you are covering an ineligible dependent, you must pay federal and state taxes on the fair market value of benefits provided to that person.

Medicare Eligibility

If you are an active employee and you and/or your spouse are eligible for Medicare, you do not need to enroll in Medicare Part B while you are enrolled in the active state plan. The active state plan is primary. If you choose to enroll in Medicare Part B, you will pay a premium for that coverage. The state does not reimburse Medicare Part B premiums for employees or dependents enrolled in the active state plan.

Generally, you don't pay a premium to have Medicare Part A.

When your active employee state coverage ceases (for example, when you retire), you will have a limited time to sign up for Medicare Part B with no penalty. If you are eligible for the state's retiree plan, you will be required to enroll in Medicare Part B at that time. You must submit a copy of your Medicare card to the Office of the State Comptroller's Retirement Health Unit for reimbursement of your and/or your spouse's Medicare Part B premium.

Medical Coverage

You have the following medical plan options, administered by Anthem:

- **Quality First Select Access (State BlueCare Prime Tiered POS):** A PCP and referrals to specialists are not required.
- **Primary Care Access (State BlueCare Point of Enrollment Plus [POE-G Plus]):** A PCP is required; you must have a referral to see a specialist. Out-of-network services are not covered, except in an emergency.
- **Standard Access (State BlueCare Point of Enrollment [POE]):** A PCP and referrals to specialists are not required. Out-of-network services are not covered, except in an emergency.
- **Expanded Access (State BlueCare Point of Service [POS]):** A PCP and referrals to specialists are not required.
- **State Preferred Point of Service (POS):*** A PCP and referrals to specialists are not required.
- **Out-of-Area (OOA):** Available if you move out of Connecticut.

Understanding the Plans

Choosing a medical plan might feel overwhelming, but it can be simple! All the medical plans cover the same medical benefits, services and supplies, just at different prices and with different networks.

Need help choosing a plan?

Visit carecompass.ct.gov/decisionguide to use our medical plan decision support tool!

Ask yourself these questions:

- Am I okay with selecting a primary care physician to coordinate my care?
- Am I okay with seeking a referral before seeing a specialist?
- Do I need out-of-network options for care?
- Would I rather pay more in bimonthly premiums or more out of pocket when I need care?
- Are my current providers in the network? If you're not sure, search for your providers by logging in to your benefits portal and selecting **My Plan** then **Find Provider**.

Once you've answered these questions, take a look at this table—it should help you narrow down your options.*

	Quality First Select Access	Primary Care Access	Standard Access	Expanded Access
Primary Care Physician	Not Required	Required	Not Required	Not Required
PCP Referral	Not Required	Required	Not Required	Not Required
Includes In- and Out-of-Network Coverage	Yes	No	No	Yes
Provider Network Size	Limited	Broad	Broad	Broad
Premiums**	Lowest	Lower	Midrange	Highest

Allowable Charge

If you visit an out-of-network provider, the allowable charge is the amount your plan would pay had you visited an in-network provider. When you visit an out-of-network provider, you are responsible for all charges above the allowable charge, up to that provider's usual charge for those services.

Need more help choosing a plan?

Contact a personal Care Coordinator (833-740-3258) for help choosing the best medical plan for you and your enrolled family members.

* The State Preferred Point of Service plan is closed to new enrollments. The Out-of-Area plan is only available if you move out of state.

** Find 2023/2024 premiums on page 14.

Quality First Select Access Plan

Here's how much you pay for covered services depending on where you choose to receive care.

Benefit Features	Quality First Select Access		
	In-Network Value Tier 1	In-Network Tier 2	Out-of-Network ¹
Office/PCP telemedicine visit	You pay \$0	PCP: You pay \$50 Specialist: You pay \$100	You pay 20%, plus deductible
LiveHealth Online (telemedicine)	You pay \$0	N/A	N/A
Preventive care	You pay \$0	You pay \$0	You pay 20%, plus deductible
Walk-In Clinic/Urgent Care Center²	You pay \$35	You pay \$35	You pay 20%, plus deductible
Emergency care (waived if admitted)	You pay \$250	You pay \$250	You pay \$250
Diagnostic lab	Site of Service	You pay \$0	N/A
	Non-Site of Service	You pay 20%	You pay 20%
Diagnostic x-ray (prior authorization required for diagnostic imaging)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Inpatient physician/hospital (prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Outpatient surgical facility (prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Ambulance (if emergency)	You pay \$0	You pay \$0	You pay \$0
Short-term rehabilitation and physical therapy (prior authorization may be required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Routine eye exam (one exam per year)	You pay \$0	You pay \$50 ³	You pay 50%, plus deductible
Audiology screening (one exam per year)	You pay \$0	You pay \$50	You pay 20%, plus deductible
Inpatient Mental Health/Substance Abuse (prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Outpatient Mental Health/Substance Abuse	You pay \$0	You pay \$0	You pay 20%, plus deductible
Family planning: vasectomy or tubal ligation (prior authorization may be required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Durable medical equipment (prior authorization may be required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Skilled nursing facility (prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Home health care (up to 200 visits per year; prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Annual deductible	\$0 ⁴		Individual: \$500 ⁴ Family: \$1,500 ⁴
Annual out-of-pocket maximum	Individual: \$3,000 Family: \$6,000		Individual: \$6,000 Family: \$12,000

¹ You pay coinsurance plus 100% of any amount your provider bills over the allowable charge (balance billing).

² Hartford Hospital Centers are considered out-of-network.

³ Health Enhancement Program participants have \$50 copay waived once every two years.

⁴ Non-HEP Compliant: Additional \$350 per individual; \$1,400 maximum per family

All Other Medical Plans

Here's how much you pay for covered services depending on the plan you're enrolled in and where you choose to receive care.

Benefit Features	Primary Care Access Standard Access	Expanded Access State Preferred POS ¹ Out-of-Area	
	In-Network ONLY	In-Network	Out-of-Network ²
Office/PCP telemedicine visit	\$15 ^{***}	You pay \$15 ^{***}	You pay 20%, plus deductible
Walk-In/ Urgent Care Center	You pay \$15	You pay \$15	You pay 20%, plus deductible
LiveHealth Online (telemedicine)	You pay \$5	You pay \$5	N/A
Preventive care	You pay \$0	You pay \$0	You pay 20%, plus deductible
Emergency care (waived if admitted)	You pay \$250	You pay \$250	You pay \$250
Diagnostic lab	Site of Service	You pay \$0	N/A
	Non-Site of Service	You pay 20%	You pay 40%, plus deductible
Diagnostic x-ray (prior authorization required for diagnostic imaging)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Inpatient physician/hospital (prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Outpatient surgical facility (prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Ambulance (if emergency)	You pay \$0	You pay \$0	You pay \$0
Short-term rehabilitation and physical therapy (prior authorization may be required)	You pay \$0	You pay \$0	You pay 20%, plus deductible; up to 60 inpatient days, 30 outpatient days per condition per year
Routine eye exam (one exam per year)	You pay \$15 ³	You pay \$15 ³	You pay 50%, plus deductible
Audiology screening (one exam per year)	You pay \$15	You pay \$15	You pay 20%, plus deductible
Inpatient Mental Health/Substance Abuse (prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Outpatient Mental Health/Substance Abuse	You pay \$15	You pay \$15	You pay 20%, plus deductible
Family planning: vasectomy or tubal ligation (prior authorization may be required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Durable medical equipment (prior authorization may be required)	You pay \$0	You pay \$0	You pay 20%, plus deductible
Skilled nursing facility (prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible; up to 60 days per year
Home health care (prior authorization required)	You pay \$0	You pay \$0	You pay 20%, plus deductible; up to 200 visits per year
Annual deductible	\$0 ⁴	\$0 ⁴	Individual: \$300 ⁴ Family: \$900 ⁴
Annual out-of-pocket maximum	Individual: \$2,000 Family: \$4,000	Individual: \$2,000 Family: \$4,000	Individual: \$2,000, plus deductible Family: \$4,000, plus deductible

¹ Closed to new enrollments

² You pay coinsurance plus 100% of any amount your provider bills over the allowable charge.

³ Health Enhancement Program participants have \$15 copay waived once every two years.

⁴ Non-HEP Compliant: Additional \$350 per individual; \$1,400 maximum per family

^{***} \$0 copay for Value Tier 1 providers or for a HEP Chronic Condition visit

Using Your Benefits

Use these programs and tools to maximize your benefits and get help making important health care decisions. **It doesn't matter which medical plan you enroll in—you have access to all of these benefits regardless of your choice.**

When you need to find the best provider for your care...

Visit [CareCompass.CT.gov/providersofdistinction](https://carecompass.ct.gov/providersofdistinction) to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated "Providers of Distinction." Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

Earn incentives

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward! There are 300 providers who qualified in Connecticut. The procedures include:

- Hip and Knee surgery
- Bariatric surgery (excluded as of January 2024)
- Cardiac procedures (excluded as of January 2024)
- Colonoscopy/Endoscopy
- Prenatal care and delivery
- Spine Pain Management

To learn how this program works, visit carecompass.ct.gov/providersofdistinction.

Note: The amount of the reward varies by procedure and location.

When you need support...

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

When you need a routine lab test...

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool.**

When you're injured...

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at [CareCompass.CT.gov/orthopedics](https://carecompass.ct.gov/orthopedics).

When you need information about your benefits...

[CareCompass.CT.gov](https://carecompass.ct.gov) is your one-stop shop for state benefits and general information on your coverage. Click Active Employees to view medical, dental, pharmacy and supplemental benefit information.

- Access your personalized benefits portal at carecompass.quantum-health.com, or by clicking Sign In on the Care Compass home page
- To find plan decision tools, view bi-weekly rates and benefit guides, visit [CareCompass.CT.gov/benefits-enrollment](https://carecompass.ct.gov/benefits-enrollment) or click the Benefits Enrollment button at the bottom of the Care Compass home page
- To view forms, visit [CareCompass.CT.gov/forms](https://carecompass.ct.gov/forms), or click the Forms button at the bottom of the Care Compass home page



When you're traveling...

Within the U.S.: You have access to doctors and hospitals across the country with the BlueCard® program. Contact a personal Care Coordinator at 833-740-3258 for help. If there is an emergency when traveling out of state, you will be covered. You may need to pay upfront. If payment is required at the time of service, however you can submit documentation to Anthem for reimbursement.

Internationally: You have access to providers in nearly 200 countries with the Blue Cross Blue Shield Global Core® program.

Call a Care Coordinator to arrange coverage at 833-740-3258. If you're outside the U.S., call collect at 804-673-1177.

When you can't make it to the doctor...

You may have a walk-in clinic or urgent care nearby that you can use or your own provider may be able to schedule a virtual or telephonic health visit. If you do not have these options, you can use LifeHealth Online, which will cost \$5 copay after sharing your insurance information.

LiveHealth Online

LiveHealth Online connects you with a board-certified doctor for a video visit using your smartphone, tablet or computer. Doctors can answer your questions and assess illnesses such as sore throats, ear infections, pinkeye and the flu. They can even send a prescription to your pharmacy, if needed. A \$5 copay applies with your State of Connecticut medical insurance.

Get started by going to livehealthonline.com or downloading the free app (**App Store** or **Google Play**). Spanish-speaking members can use Cuidado Médico through LiveHealth Online to schedule a video visit with a Spanish-speaking doctor, 7 a.m. to 11 p.m., seven days a week. Site registration is required.

Make an appointment for mental health-related concerns. LiveHealth Online therapists are available seven days a week to discuss anxiety, depression, stress, grief, eating disorders, and other mental health concerns.



Clinical Health Programs

Help Managing and Reversing Diabetes

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

Help Preventing Diabetes

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit [CareCompass.CT.gov/diabetes](https://carecompass.ct.gov/diabetes).

Health Enhancement Program

The Health Enhancement Program (HEP) helps you and your family stay healthy while saving money on your health care costs! Participation is voluntary.

How to Enroll

- **Current employees:** Those enrolled in 2023 will automatically be re-enrolled for 2023/2024. If you are not currently participating in HEP, you can enroll during Open Enrollment. Form CO-1314 is available at your agency benefits office or by visiting [CareCompass.CT.gov/forms](https://carecompass.ct.gov/forms).
- **New employees:** If you are a new employee, you must complete the HEP enrollment form when you make your benefit elections. The HEP enrollment form (CO-1314) is available at your agency benefits office or by visiting [CareCompass.CT.gov/forms](https://carecompass.ct.gov/forms). You will not have to meet HEP requirements until the first full calendar year in which you are enrolled in coverage. If you do not wish to participate in HEP, you can disenroll during Open Enrollment.

2023 Requirements

HEP enrollees and all family members must get age-appropriate wellness exams and early diagnosis screenings, such as colorectal cancer screenings, Pap tests, mammograms and vision exams.

Visit the **HEP online portal at carecompass.quantum-health.com** to find out whether you have outstanding dental, medical or other requirements. HEP requirements must be completed by December 31. Those with chronic conditions can complete certain requirements online. If you have a question, contact Quantum Health, the administrator for HEP, at 833-740-3258.

Save Big with HEP!

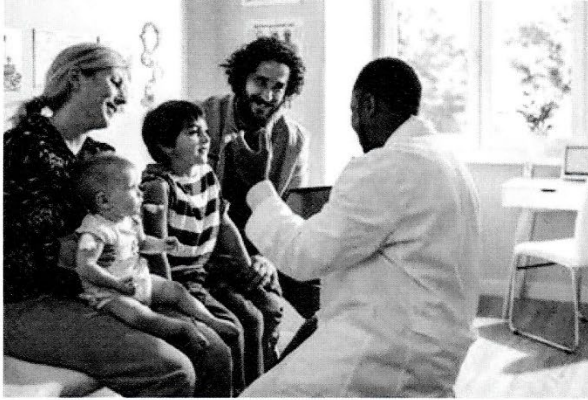
When you and all your enrolled family members participate in HEP, you will pay lower monthly premiums and have no in-network deductible for the plan year. If you or an enrolled family member has a chronic condition and you complete the HEP requirements, you may receive a \$100 incentive and save money on prescription drugs.

Chronic Condition Requirements

You and/or your family members will be required to participate in a disease education and counseling program if you have:

- Diabetes (type 1 or 2)
- Asthma
- COPD
- Heart disease/heart failure
- Hyperlipidemia (high cholesterol)
- Hypertension (high blood pressure)

You will receive free office visits and reduced pharmacy copays for treatments related to your condition. Your household must meet all preventive and chronic requirements to be compliant.



2023 HEP Required Exams and Screenings

Preventive Screenings	Age						
	0 – 5	6 – 17	18 – 24	25 – 29	30 – 39	40 – 49	50+
Preventive visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50 – 64: Every 3 years 65+: Every 2 years
Dental cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast cancer screening (mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45 and 49**	As recommended by physician
Cervical cancer screening (Pap smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years, or Pap and HPV combo screening every 5 years	Every 3 years, or Pap and HPV combo screening every 5 years	50 – 65: Every 3 years, or Pap and HPV combo screening every 5 years
Colorectal cancer screening	N/A	N/A	N/A	N/A	N/A	Starting at age 45: Colonoscopy every 10 years, annual fecal immunochemical test and fecal occult blood test to age 75, or Cologuard screening every 3 years	Colonoscopy every 10 years, annual fecal immunochemical test and fecal occult blood test to age 75, or Cologuard screening every 3 years

* Dental cleanings are required for family members who are participating in one of the state dental plans.

** Or as recommended by your physician

Prescription Drug Coverage

Your prescription drug coverage is administered by CVS Caremark. Prescription benefits are the same no matter which medical plan you choose.

The amount you pay depends on whether your prescription is for a generic drug, a brand name drug listed on CVS Caremark's preferred drug list (the formulary), or a non-preferred brand name drug.

Here's what you'll pay for covered prescription drugs.

	Maintenance Drugs 90-Day Supply	Non-Maintenance Drugs 30-Day Supply
Tier 1: Preferred generic	\$5	\$5
Tier 2: Non-preferred generic	\$10	\$10
Tier 3: Preferred brand name	\$25	\$25
Tier 4: Non-preferred brand name	\$40*	\$40*

* \$25 if your physician certified the non-preferred brand name drug is medically necessary

If you are enrolled in HEP (see page 9), you'll pay lower copays for medications used to treat certain chronic conditions:

- Tier 1: \$0 copay
- Tier 2: \$5 copay
- Tier 3: \$12.50 copay

You'll pay nothing for medications and supplies used to treat diabetes (type 1 and type 2).

Check your prescription's tier in your benefits portal by clicking My Plan, then Pharmacy. Once you are in your Caremark account, click **Look up Copay and Formulary Status**. Type the name of the drug you want to look up, and you will see the cost and copay amounts for that drug as well as alternatives.

Brand Name Drugs

A drug's tier is determined by CVS Caremark's Pharmacy and Therapeutics Committee. The committee may change the tier placement of a drug if new generics have become available, new clinical studies have been released, new brand name drugs have become available, etc.

If your doctor believes a non-preferred brand name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at CareCompass.CT.gov/state/pharmacy) and fax it to CVS Caremark. If approved, you will pay the preferred brand copay amount.

Mandatory Generics

Prescriptions will be filled automatically with a generic drug if one is available, unless your doctor completes CVS Caremark's Coverage Exception Request form and it is approved. Note: It is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required. If you request a brand name drug instead of a generic alternative without obtaining a coverage exception, you will pay the generic drug copay PLUS the difference in cost between the brand and generic drug.

90-Day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You can get your first 30-day fill of a new medication at any participating pharmacy. After that, your two choices are:

- Receive your medication through the CVS Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the state's Maintenance Drug Network (see the list of participating pharmacies at CareCompass.CT.gov/state/pharmacy).

A list of maintenance medications is posted at CareCompass.CT.gov/state/pharmacy.

Maintenance drugs are prescriptions commonly used to treat conditions that are considered chronic or long term.

CVS Caremark Specialty Pharmacy

Certain chronic and/or genetic conditions require special pharmacy products (often injected or infused). The specialty pharmacy program provides these prescriptions along with the supplies, equipment and care coordination needed to take the medication. Call 800-237-2767 for information.

New! When you fill a prescription for a specialty drug, you will automatically be enrolled in a PrudentRx program that reduces your out of pocket cost to \$0. You can choose to opt out of this program.

To view the Specialty Drug list, go to CareCompass.CT.gov/state/pharmacy.

Pharmacy Questions

If you have questions about your prescription drug benefits, visit CareCompass.CT.gov/state/pharmacy or contact a Care Coordinator at 833-740-3258.

2023/2024 Payroll Deductions

Biweekly Payroll Deductions

July 1, 2023 Through June 30, 2024 (26 Pay Periods)

If you do not enroll in HEP, you'll pay an additional \$46.15 per paycheck for the cost of coverage. (Employees on semimonthly pay schedules will have slightly higher premiums.)

Medical Plans	Employee	Employee + 1	Family	FLES**
Quality First Select Access (State BlueCare Prime Tiered [POS])	\$42.07	\$113.13	\$145.15	\$83.45
Primary Care Access (State BlueCare Point of Enrollment Plus [POE-G Plus])	\$53.54	\$144.46	\$183.71	\$100.45
Standard Access (State BlueCare Point of Enrollment [POE])	\$58.16	\$162.82	\$213.25	\$112.30
Expanded Access (State BlueCare Point of Service [POS])	\$68.90	\$185.28	\$219.90	\$121.96
State Preferred POS*	\$120.98	\$353.31	\$415.28	\$242.23
Out-of-Area	\$73.09	\$226.62	\$265.09	\$128.98

Dental Plans	Employee	Employee + 1	Family	FLES**
Basic	\$0.00	\$11.28	\$11.28	\$5.78
Enhanced	\$0.00	\$9.53	\$9.53	\$4.88
Cigna Dental Care DHMO	\$0.00	\$3.78	\$5.35	\$2.20
Total Care DHMO	\$0.00	\$4.71	\$6.67	\$2.75

* Closed to new enrollment

** The Family Less Employed Spouse (FLES) rate is available only when both spouses are enrolled in active coverage, eligible for health insurance, and enrolled in the same plan, along with at least one child. If you are enrolled in the FLES coverage level, both you and your spouse must enroll in order to participate in the Health Enhancement Program.

Your Benefit Resources

Speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of the health care. They should be your first call when you have a benefits-related question.

Phone: 833-740-3258

Website: CareCompass.CT.gov

Coverage	Provider	Phone	Website
General benefit questions, Medical, and Health Enhancement Program (HEP)	Quantum Health	833-740-3258	CareCompass.CT.gov Or login to your benefits portal from Care Compass
Prescription drugs	CVS Caremark	800-318-2572	CareCompass.CT.gov/state/pharmacy Or login to your benefits portal from Care Compass
Dental	Cigna	800-244-6224	CareCompass.CT.gov/state/dental Or login to your benefits portal from Care Compass





Healthcare Policy & Benefit Services Division
Office of the State Comptroller
165 Capitol Avenue
Hartford, CT 06106



April 2023

HEALTH ENHANCEMENT PROGRAM (HEP)

BY THE STATE OF CONNECTICUT. ADMINISTERED BY QUANTUM HEALTH.

HEP rewards you for completing your recommended preventive care by reducing your medical premiums and waiving your in-network deductible. By complying with the HEP requirements each year, you save \$100 per month on your medical plan premiums (\$1,200 per year) and earn a waiver of a \$350 in-network deductible for each enrolled family member (up to a maximum of \$1,400 per family). All HEP requirements below, including those taking effect in 2025, align with the latest U.S. Preventive Services Task Force recommendations.

2024 PREVENTIVE SCREENINGS	Dependent Requirements	Employee and Spouse Requirements				
	6-26 years	18-29 years	30-39 years	40-49 years	50-64 years	65+ years
Preventive Visit (Changing to every 2 years for all ages in 2025)		Every 3 years		Every 2 years		
Dental Cleaning	At least 1 per year	At least 1 per year				
Cholesterol Screening		Every 5 years (age 20+)				
Breast Cancer Screening (for women) (Changing to every 2 years for women age 40+ in 2025)		N/A		1 mammogram between ages 45-49	As recommended by your doctor	
Cervical Cancer Screening (for women)		Pap every 3 years (age 21+)	Pap only every 3 years or Pap/HPV combo every 5 years		N/A	
Colorectal Cancer Screening		N/A		Colonoscopy every 10 years (45+), Cologuard screening every 3 years, or Annual FIT/FOBT to age 75		

The requirements are based on your age as of January 1 each year. As Quantum Health receives your claims, your preventive care will be marked complete in your online account.

ADDITIONAL STEPS REQUIRED IF YOU HAVE A CHRONIC CONDITION

If you have one of the following chronic conditions, you must complete additional steps to stay in compliance with the program.

- Diabetes (type 1 or 2)
- Asthma or COPD
- Heart disease/heart failure
- Hyperlipidemia (high cholesterol)
- Hypertension (high blood pressure)

CONFIRM HEP COMPLIANCE AND LEARN MORE

- Go to carecompass.ct.gov, follow the steps to register or log in to Quantum Health, and then click on the **My Health** tab in your Quantum Health account
- Call your Quantum Health Care Coordinators at (833) 740-3258



carecompass.ct.gov

(833) 740-3258
(Monday-Friday, 8:30 a.m.-10 p.m. ET)



Summary of Benefits Cigna Health and Life Insurance Company



Cigna Vision Wethersfield Town & Board of Education C1 - Standard PPO Comprehensive Plan

Welcome to Cigna Vision Schedule of Vision Coverage			
Coverage	In-Network Benefit***	Out-of-Network Benefit	Frequency Period **
Exam Copay	\$10	N/A	12 months
Exam Allowance (once per frequency period)	Covered 100% after Copay	Up to \$60	12 months
Materials Copay	\$20	N/A	12 months
Eyeglass Lenses Allowances: (one pair per frequency period)			
Single Vision	Covered 100% after Copay	Up to \$40	12 months
Lined Bifocal	Covered 100% after Copay	Up to \$65	12 months
Lined Trifocal	Covered 100% after Copay	Up to \$75	12 months
Progressives	Covered 100% after Copay	Up to \$75	12 months
Lenticular	Covered 100% after Copay	Up to \$100	12 months
Contact Lenses Allowances: (one pair or single purchase per frequency period)			
Elective	\$100	Up to \$87	12 months
Therapeutic	Covered 100%	Up to \$210	12 months
Frame Retail Allowance (one per frequency period)	Up to \$110	Up to \$61	12 months
** Your Frequency Period begins on January 1 (Calendar year basis)			
Definitions: Copay: the amount you pay towards your exam and/or materials, lenses and/or frames. (Note: copays do not apply to contact lenses). Coinsurance: the percentage of charges Cigna will pay. Customer is financially responsible for the balance. Allowance: the maximum amount Cigna will pay. Customer is financially responsible for any amount over the allowance. Materials: eyeglass lenses, frames, and/or contact lenses.			
<ul style="list-style-type: none"> To receive in-network benefits, you cannot use this coverage with any other discounts, promotions, or prior orders. If you use other discounts and/or promotions instead of this vision coverage, or go to an out-of-network eye care professional, you may file an out-of-network claim to be reimbursed for allowable expenses. 			
In-Network Coverage Includes***: <ul style="list-style-type: none"> One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction, and prescription for glasses; One pair of standard prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms) <ul style="list-style-type: none"> Polycarbonate lenses for children under 19 years of age Oversize lenses Rose #1 and #2 solid tints Minimum 20% savings* on all additional lens enhancements you choose for your lenses, including but not limited to: scratch/ultraviolet/anti-reflective coatings; polycarbonate (adults); all tints/photochromic (glass or plastic); and lens styles. 			

7/1/2021
Connecticut



- One frame for prescription lenses – frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance;
- One pair of contact lenses or a single purchase of a supply of contact lenses – in lieu of lenses and frame benefit, (may not receive contact lenses and frames in same benefit year). Allowance applied towards cost of supplemental contact lens professional services (including the fitting and evaluation) and contact lens materials

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

*** Coverage may vary at participating discount retail and membership club optical locations, please contact Customer Service for specific coverage information.

Coverage for **Therapeutic** contact lenses will be provided when visual acuity cannot be corrected to 20/70 in the better eye with eyeglasses and the fitting of the contact lenses would obtain this level of visual acuity; and in certain cases of anisometropia, keratoconus, or aphakia; as determined and documented by your Vision eye care professional. Contact lenses fitted for other therapeutic purposes or the narrowing of visual fields due to high minus or plus correction will be covered in accordance with the Elective contact lens coverage shown on the Schedule of Benefits.

Healthy Rewards® - Vision Network Savings Program:

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

What's Not Covered:

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

How to use your Cigna Vision Benefits

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

1. Finding a doctor

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



1. Log into myCigna.com, "Coverage", select Vision page. Click on Visit Cigna Vision. Then select "Find a Cigna Vision Network Eye Care Professional" to search the Cigna Vision Directory.
2. Don't have access to myCigna.com? Go to Cigna.com, top of the page select "Find A Doctor, Dentist or Facility", click on Cigna Vision Directory, under Additional Resources.
3. Prefer the phone? Call the toll-free number found on your Cigna insurance card and talk with a Cigna Vision customer service representative.

2. Schedule an appointment

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

3. Out-of-network plan reimbursement

How to use your Cigna Vision Benefits

Send a completed Cigna Vision claim form and itemized receipt to: Cigna Vision, Claims Department: PO Box 385018, Birmingham, AL 35238-5018.

To get a Cigna Vision claim form:

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

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

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

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



DISCRIMINATION IS AGAINST THE LAW

Vision coverage

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to ACAGrievance@Cigna.com or by writing to the following address:

Cigna
Nondiscrimination Complaint Coordinator
PO Box 188016
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to ACAGrievance@Cigna.com. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1.800.368.1019, 800.537.7697 (TDD)
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



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Proficiency of Language Assistance Services

English - ATTENTION: Language assistance services, free of charge, are available to you. Call 1.877.478.7557 (TTY: 800.428.4833).

Spanish - ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al 1.877.478.7557 (TTY: 800.428.4833).

Chinese - 注意：我們可為您免費提供語言協助服務。請致電 1.877.478.7557（聽障專線：800.428.4833）。

Vietnamese - XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi 1.877.478.7557 (TTY: 800.428.4833).

Korean - 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1.877.478.7557 (TTY: 800.428.4833)번으로 전화해주세요.

Tagalog - PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Tumawag sa 1.877.478.7557 (TTY: 800.428.4833).

Russian - ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1.877.478.7557 (линия ТТУ телегайн: 800.428.4833).

Arabic - ملحوظة: إذا كنت تتحدث انكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1.877.478.7557 (رقم هاتف الصم والبكم: 800.428.4833).

French Creole - ATANSYON: Gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1.877.478.7557 (TTY: 800.428.4833).

French - ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le 1.877.478.7557 (ATS: 800.428.4833).

Portuguese - ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue 1.877.478.7557 (TTY: 800.428.4833).

Polish - UWAGA: Możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1 877 478 7557 (TTY: 800.428.4833).

Japanese - 注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1.877.478.7557 (TTY: 800.428.4833)まで、お電話にてご連絡ください。

Italian - ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1.877.478.7557 (TTY: 800.428.4833).

German - ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1.877.478.7557 (TTY: 800.428.4833).

Persian (Farsi) - توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. با شماره 1.877.478.7557 تماس بگیرید (شماره تلفن ویژه ناشنواایان: 800.428.4833).

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Vision Certificate of Coverage

BLUE VIEW VISION

FS.A.10.20.80.80

WETHERSFIELD TOWN AND BOARD OF EDUCATION

**Anthem Health Plans, Inc. dba
Anthem Blue Cross and Blue Shield
Corporate Headquarters
108 Leigus Road
Wallingford, CT 06492**

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.
CTBVVGRP 0121

VISION CERTIFICATE 5Y60

Welcome!

Thank you for choosing Anthem Blue Cross and Blue Shield (Anthem) for your vision care coverage. The following materials make up your plan:

- this booklet;
- your application, if any; and
- any endorsements or riders.

Your employer (also referred to as your *group*) has the following documents which are part of the terms of your *plan*:

- the *group contract*, and
- the group master application.

This *certificate* contains important information such as what vision care services are covered and how they will be covered. It replaces any older certificates issued to you for this vision plan.

Within this *certificate members* are referred to as “you” or “your”. Anthem is referred to as “we,” “us” or “our.” All italicized words have special meanings that are defined in the Definitions section of this *certificate*.

Please review this *certificate* so you know where to find the information that you may need. Store it in a convenient place and refer to it whenever you have questions about your vision care coverage. See the section Contact Us for information on important phone numbers, addresses and websites.

Contact Us

If you have questions about your coverage or need assistance finding a Blue View Vision *network provider*, please contact us.

For Customer Service

Anthem Blue View Vision
P.O. Box 8504
Mason, OH 45040-7111
(866) 723-0515

Visit us on-line

www.anthem.com

Hours of Operation

Monday – Saturday:
8:30 a.m. to 11:00 p.m. Eastern Time

Sunday:
11:00 a.m. to 8:00 p.m. Eastern Time

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Schedule of Benefits

This schedule is an outline of your benefits. You need to refer to the entire *certificate* for complete information about the benefits, conditions, limitations and exclusions of your *plan*.

CHOICE OF VISION CARE PROVIDER: Nothing contained in this *certificate* restricts or interferes with your right to select the vision care provider of your choice, but your benefits are reduced when you use a *non-network provider*. See the section How Your Benefits Work for more information.

COVERED SERVICES	COPAYMENTS/MAXIMUMS	
	Network Providers	Non-Network Providers
Routine Eye Exam Limited to one exam Once every calendar year	\$10 Copay	Reimbursed Up To \$50
Prescription Lenses Includes factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under 19 years old when received from network providers. Limited to one set of lenses per member Once every calendar year.		
Basic Lenses (Pair)		
• Single Vision lenses	\$20 Copay	Reimbursed Up To \$36
• Bifocal lenses	\$20 Copay	Reimbursed Up To \$59
• Trifocal lenses	\$20 Copay	Reimbursed Up To \$86
• Lenticular	\$20 Copay	Reimbursed Up To \$92
• Factory Scratch Coating	\$0 Copay	Not Covered
• Polycarbonate – Pediatric (up to age 19)	\$0 Copay	Not Covered
• Standard Progressive	\$65 Copay	Reimbursed Up To \$59
• Photochromic – Pediatric (up to age 19)	\$0 Copay	Not Covered
Frame Limited to one set of frames per member Once every calendar year	\$80 Allowance	Reimbursed Up To \$64
Prescription Contact Lenses (traditional or disposable)		
Note: Contact lenses are in lieu of your eyeglass lens benefit. If you receive elective or non-elective contact lenses then no benefits will be available for eyeglass lenses until you satisfy the benefit frequency listed in this Schedule of Benefits.		
• Elective Contact Lenses Availability Once every calendar year	\$80 Allowance	Reimbursed Up To \$80
• Non-Elective Contact Lenses Availability Once every calendar year	Covered in full	Reimbursed Up To \$225

Laser Vision Correction Services

Participating LASIK/ photorefractive keratectomy (PRK) surgical centers offer a discounted rate. For *members* enrolled under this *plan*, you are responsible for any remaining charges.

Eligibility and Enrollment

Who is Eligible

This section will tell you who is eligible to enroll for coverage, as well as when you can enroll for coverage.

Subscriber. You are eligible to be a subscriber and have coverage under this *plan* if you are an employee or other member of the group of the *group* and meet the *group's* eligibility criteria. See your group for more information on specific eligibility requirements.

Dependents. You may enroll your eligible *dependents* for coverage under this *plan*. Your *dependents* are only eligible for coverage if they are one of the following:

- Spouse: Your spouse under a legally valid marriage.
- Domestic partner: Your domestic partner under a legally registered and valid domestic partnership. Check with your *group's* human resources or benefits department to see if your domestic partner is eligible for coverage under this *plan*.
- Children: Your or your spouse's or domestic partner's child by blood or by law up to age 26. This includes your natural children, stepchildren, legally adopted children, children placed for adoption, foster children or children for whom you are the legal guardian or have been court-ordered to provide coverage.

Your children may continue coverage beyond the above stated age limit if:

- they are unmarried and incapable of self-support due to an intellectual disability or physical handicap;
- are financially dependent on you or your spouse or domestic partner for support and maintenance; and
- were enrolled and disabled prior to reaching the limiting age of this *plan*.

You and the child's physician must fill out a disabled dependent form and provide it to us. Contact us to obtain the form. After two years from when you initially provided proof, we may ask for continued proof of the child's disability, but no more than once a year.

Newborn and Adopted Child Coverage. You or your spouse's or domestic partner's newborn or adopted children will be covered for an initial period of 31 days from the date of birth, placement for adoption, or adoption. For an adopted child, the date of adoption is the date you assume or retain a legal obligation to support the child. If you want your newborn or adopted child to continue coverage beyond this time, you must contact your *group* within 31 days of the date of birth, placement for adoption, or adoption to add them to this plan.

Enrollment

Initial Enrollment. Your *group* will have an initial enrollment period for newly eligible and their dependents to enroll for coverage. You may need to meet a waiting period established by the *group* before you can enroll for coverage. See your *group's* human resources or benefits department to determine if there are any waiting periods.

If you or your *dependents* do not enroll during the initial enrollment period you will only be able to enroll during an open enrollment or special enrollment period. Keep reading for more information on open and special enrollment periods.

Open Enrollment. At least once a year your employer will hold an open enrollment period. During the open enrollment period you and your *dependents* can enroll for coverage. If you do not enroll during the open enrollment period, you may have to wait until the next open enrollment period, unless you qualify for a special enrollment period. See below for more information on special enrollment.

Special Enrollment. Your plan elections chosen during initial or open enrollment are intended to remain the same until the next open enrollment period. However, there may be times when you or your *dependents* can enroll for coverage outside of the open enrollment period. This is allowed if you have certain qualifying events that happen. Qualifying events are:

- You or your *dependents* did not previously enroll for coverage because you had coverage under another group plan (including COBRA or other continuation coverage) and have since become ineligible for that plan. You must request enrollment within 31 days of this qualifying event.
- You have a change in the number of *dependents* due to marriage, birth, adoption, court order, legal guardianship, or death. You must request enrollment within 31 days of this qualifying event.

- You or your *dependents* lost coverage under Medicaid or a Children's Health Insurance Program (CHIP), or became eligible for a subsidy (state premium assistance program) under Medicaid or CHIP. You must request enrollment within 60 days of this qualifying event.

Notice of Changes in Eligibility. You must tell your *group* if there are any changes that will affect your or your *dependent's* eligibility. This includes a change in address or a change in the number of your *dependents*. The *group* is then responsible to notify us of any changes according to the terms of the *group contract*. If your *group* fails to notify us of your changes in eligibility, it does not obligate us to pay for your vision care.

Your Effective Date. Your coverage begins at 12:01 a.m. Eastern Time on the *effective date*. Your *effective date* and enrollment requirements are described in the *group contract*. See your employer's human resources or benefits department for more information on your specific *effective date* under this *plan*.

Statements and Forms. *Subscribers* or applicants for membership shall complete and submit applications, questionnaires or other forms or statements the *plan* may reasonably request. Applicants for membership understand that all rights to benefits under this *certificate* are subject to the condition that all such information is true, correct and complete. Any material misrepresentation by a *member* may result in termination of coverage as provided in the Termination and Continuation of Coverage section. We will not use a statement made by a *member* to terminate the *member's* contract after two years have passed since the enrollment date. This does not apply, however, to fraudulent misstatements.

Delivery of Documents. We will provide an identification card and a *certificate* for each *subscriber*.

Termination and Continuation Of Coverage

Except as otherwise provided, your coverage will terminate in the following situations. The information provided below is general and the actual effective date of termination may vary based on your *group's* agreement with us and your specific circumstances, such as whether premium has been paid in full:

If Your Group Cancels Coverage. Your coverage will end if your employer cancels coverage or on the date the *group contract* between us and your employer ends.

If You Cancel Your Coverage. If you want to cancel your or your *dependent's* coverage you need to notify your *group*. See your *group's* human resources or benefits department for more information on how to cancel your coverage. If you cancel, your *group* will be responsible to notify us in writing of the cancellation.

If You or Your Dependents Are No Longer Eligible. Coverage will end when you and/or your *dependents* no longer meet the eligibility requirements as outlined under the section Eligibility and Enrollment. When you or your *dependents* are no longer eligible, the date coverage ends is determined by the *group* in accordance with its eligibility requirements.

Fraud, Intentional Misrepresentation, Misuse of an ID Card. We will cancel this coverage if you or the *group* participates in any kind of intentional misrepresentation of material fact (knowingly provide false information) or fraud during the application and/or enrollment process. Subject to the incontestability provision, we will cancel this coverage if you or the *group* participates in any kind of intentional misrepresentation of material fact (knowingly provide false information) or fraud during the application and/or enrollment process. We may also cancel your coverage for other types of fraud, such as if you allow any other person to use your ID card to obtain benefits, or if you use another *member's* ID card (including one of your *dependent's* ID card) to obtain benefits. You will be held liable for any payments we make as a result of fraud. For any fraud or intentional misrepresentation, coverage will end on the date we send the written notice of cancellation.

If Your Group Does Not Pay the Premium. We must receive the premium no later than the end of the grace period for your coverage to remain in force. If your employer does not pay your premium by the end of the grace period as stated in the *group contract*, we may cancel this coverage.

If You Fail to Pay the Premium. If you fail to pay or fail to make satisfactory arrangements with the *group* to pay your portion of the premium, coverage will end as of the last date for which premium was paid.

We Cease to Offer This Coverage. If we cease to offer coverage in the group employer market, we will cancel your coverage in accordance with the terms and conditions of state laws.

Continuation of Coverage

COBRA Continuation of Coverage. Your employer is subject to COBRA if they have more than 20 employees. COBRA allows you and your dependents to continue coverage for either 18, 29 or 36 months depending on the event.

COBRA coverage is available to you and your *dependents* for 18 months for the following events:

- You lose coverage due to a reduction in working hours, a layoff, or strike.
- You lose coverage because your employment ends (for voluntary or involuntary loss, except for gross misconduct).

COBRA coverage is available to you and your *dependents* for 29 months for the following events:

- You or your *dependent* was disabled when coverage ended or within 60 days after the coverage ended. However, you or your *dependent* must continue to be disabled after 18 months has passed. The Social Security Administration must determine if you are disabled.

COBRA coverage is available to your *dependents* for 36 months for the following events:

- Your death.
- You become eligible for Medicare in the 18 months before an event listed above.
- You divorce or separate from your spouse.
- Your dependent children no longer qualify as dependents.

You must notify your employer within 60 days if you or your dependents wish to continue coverage under COBRA after an event. Once notified, your employer will provide the information on how coverage under COBRA may continue, and must give us notice within 30 days of the event that you wish to continue coverage. Contact your employer for more information.

How Continuation of Coverage Ends. Your continuation of coverage ends when the time period that you qualified for runs out. However, coverage may end before that time if one of the following occurs:

- The *group contract* between us and the employer ends. If your employer switches coverage you will be able to continue coverage under their new plan.
- You fail to pay the premium (subject to the grace period).
- You tell us in writing to cancel your coverage.
- The date your spouse remarries and becomes eligible under the new spouse's plan.

Coverage may also end for COBRA if the following occurs:

- You are eligible for coverage with another group. However, if your COBRA plan covers something that the other group doesn't then you may continue coverage. Your coverage will continue until the group covers that exclusion or you are no longer eligible.
- You get Medicare
- Your coverage was extended to 29 months and you are now no longer disabled.

How Your Benefits Work

This section tells you how we set the payment amount for *covered services*. It will also tell you more about what you pay out-of-pocket for *covered services*, as well as how your choice of *provider* may affect your out-of-pocket costs. The portion you must pay for *covered services* is stated in the Schedule of Benefits at the beginning of this *certificate*.

Choosing a Provider

Please read the following information so you will know from whom or what group of providers vision care may be obtained.

Important Note: We do not restrict or interfere with your right to select the *provider* of your choice, but your benefits are reduced when you use a *provider* who is not a *network provider*.

Network Providers. We have a network of vision care providers for you to use. We call them network providers, because they have agreed to take part in our Blue View Vision network. They have agreed to provide *covered services* to you for a negotiated rate. *Covered services* you receive from a network provider are considered In-Network care.

IMPORTANT: If you opt to receive optometric or ophthalmologic services, procedures or products that are not covered benefits under this plan, a network optometrist or ophthalmologist may charge you his or her usual and customary rate for such services, procedures or products. Prior to providing you with optometric or ophthalmologic services, procedures or products that are not covered benefits, the optometrist or ophthalmologist should provide you with a treatment plan that includes each anticipated service, procedure or product to be provided and the estimated cost of each such service, procedure or product. To fully understand your coverage, you may wish to review your *certificate*.

Non-Network Providers. Non-network providers are vision care providers that did not agree to participate in our Blue View Vision network. They have not agreed to a negotiated rate and do not have a provider contract with us. Using a non-network provider will typically increase your out of pocket costs. *Covered services* you receive from non-network providers are considered Out-of-Network care.

Please call us or visit our website listed in the Contact Us section for help in finding a *network provider*.

Benefit Maximums, Allowances and Frequency Limits

The amount we pay for your benefits is subject to your benefit maximums, allowances and frequency limits. We will not pay for vision care services that go over your benefit maximums or allowances, or for services that are received more than the allowed frequency limits. Benefit maximums, allowances, and frequency limits are stated in the Schedule of Benefits at the beginning of this *certificate*.

Your Cost Share Requirements

We will pay up to the *maximum allowable amount* for *covered services*. You may be required to pay a part of the *maximum allowable amount*. This is called your cost share amount. *Copayments* are an example of a cost share amount. See the Schedule of Benefits to help determine your cost share amount for *covered services*.

Your cost share amount may vary depending on whether you receive vision care from a *network* or *non-network provider*. You may be required to pay higher cost sharing amounts when using *non-network providers*.

We will not pay for vision care that is not covered under this plan. You are required to pay all charges for vision care that is not covered. Vision care received after you have met any benefit maximums or benefit frequency limits are also not covered.

Authorized Services

In some circumstances, we may authorize the network cost share amounts to apply for *covered services* you receive from a *non-network provider*. Circumstances such as:

- A *network provider* isn't available according to our timely access standards;
- For Fairfield County, a *network provider* that accepts your plan and new patients is not within thirty (30) minutes from your residence or place of employment;
- For all other counties in Connecticut, a *network provider* that accepts your and new patients is not within forty-five (45) minutes from your residence or place of employment.

You or your *provider* of choice must contact us in advance of obtaining the *covered service*. When you get our proper approval, these services are called authorized services and you will not be responsible for the difference between the *non-network provider's* charges and the *maximum allowable amount*.

Your financial responsibility will be the cost share that you would have paid at a *network provider*, subject to the *copayment*, exclusions, limitations and benefit maximums of your *plan*. Our payment will be the lessor of the *maximum allowable amount* for the *covered service* or the *non-network provider's* usual fee for service, subject to the exclusions, limitations and benefit maximums of your plan.

When you do not get an authorization from us, the non-network reimbursement amount will apply and you may be responsible for the difference between the *non-network provider's* charges and the *maximum allowable amount*. Therefore, it is important to contact us prior to receiving *covered services* from a *non-network provider* to ensure you understand all of your out of pocket costs.

Covered Services

This section describes the *covered services* available under your vision care benefits when received by a *provider*. All *covered services* are subject to the exclusions listed in the Exclusions section and all other conditions and limitations of the *certificate*.

Routine Eye Exam. Your *plan* covers a complete eye exam with dilation as needed. The exam is used to check all aspects of your vision. An eye exam does not include a contact lens fitting fee. Your plan covers a refraction in conjunction with an eye exam. A refraction is your prescription based on your eye exam. *Network providers* should not bill the refraction separately from the routine exam.

Eyeglass Lenses. You have a choice in your eyeglass lenses. Eyeglass lenses include factory scratch coating at no additional cost. Your *dependent* children under 19 may also receive polycarbonate and photochromic eyeglass lenses at no additional cost when received from a *network provider*.

Covered eyeglass lenses include plastic (CR39) lenses up to 55 mm in:

- single vision
- bifocal
- trifocal (FT 25-28)
- standard progressive lenses
- lenticular

Frames. You have a benefit *allowance* towards your choice of frames. You may apply the *allowance* toward the purchase of any frame. If your frame choice is more than your *allowance*, then you are responsible for the balance. The Schedule of Benefits lists your *allowance* and benefit frequency.

Contact Lenses. This *plan* covers elective or non-elective contact lenses. You may receive a benefit for elective contact lenses or non-elective contact lenses, but not both. The contact lens *allowance* must be completely used at the time of initial service. No amount of the *allowance* may be carried forward to use during another service date. The Schedule of Benefits lists the contact lens *allowance* available under this *plan*.

Note: Contact lenses are in lieu of your eyeglass lenses benefit. If you receive elective or non-elective contact lenses then no benefits will be available for eyeglass lenses until you satisfy the benefit frequency listed in the Schedule of Benefits.

Elective Contact Lenses. Elective contact lenses are contacts that you choose for appearance or comfort.

Non-Elective Contact Lenses. Non-elective contact lenses are prescribed by your provider for diagnoses listed below:

- Extreme visual acuity or other functional problems that cannot be corrected by spectacle lenses; or
- Keratoconus-unusual cone-shaped thinning of the cornea of the eye which usually occurs before the age of 20 years; or
- High Ametropia-unusually high levels of near sightedness, far sightedness, or astigmatism are identified; or
- Anisometropia-when one eye requires a much different prescription than the other eye

Important Note: We will not reimburse for non-elective contact lenses for any member who has undergone prior elective corneal surgery, such as radial keratotomy (RK), photorefractive keratectomy (PRK), or LASIK.

Additional Options. Benefits are available for additional services in accordance with the Additional Savings Program. For additional information on available discounts please contact your *network provider* or call customer service.

Exclusions

We will not pay for services incurred for, or in connection with, any of the items below.

- **Not specifically listed.** Services not listed in the Covered Services section of this *certificate*.
- **Sunglasses.** Sunglass lenses or accompanying frames.
- **Excess amounts.** Any amounts in excess of the maximum benefits stated in this *certificate*.
- **Premium contact lenses fittings.** This includes fittings for more complex applications, including toric, bifocal/multifocal, cosmetic color, post-surgical and gas permeable lenses. It also includes extended/overnight wear lenses.
- **Cosmetic Options.** Cosmetic lens options not specifically listed in the Schedule of Benefits or the *covered services* section of this *certificate*. This includes non-prescription eyewear and lenses, plano lenses or lenses that have no refractive power.
- **Eye surgery.** Any diagnostic testing or medical or surgical treatment of the eyes, including any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye, such as nearsightedness (myopia) and/or astigmatism. We also will not cover any contact lenses or eyeglasses required as a result of this surgery.
- **Lost or broken lenses or frames.** Any lost or broken lenses or frames, unless you have reached a new *benefit period*.
- **Experimental or investigative.** Any experimental or investigative services or materials.
- **Uninsured.** Services received before your *effective date* or after your coverage ends.
- **Voluntary payment.** Services for which you are not legally obligated to pay, for which you are not charged, or for which no charge is made in the absence of insurance coverage.
- **Work-related.** Any condition for which benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation law or similar law, even if you do not claim those benefits. If there is a dispute or substantial uncertainty as to whether benefits may be recovered for those condition pursuant to any workers' compensation law or similar law, we will provide the benefits of this plan for such condition, subject to our right to a lien or other recovery applicable law.
- **Government treatment.** Any services actually given to you by a local, state, or federal government agency, or by a public school system or school district, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if you are not required to pay for them or they are given to you for free.
- **Non-licensed vision care providers.** Treatment or services rendered by non-licensed providers and treatment or services for which the provider of services is not required to be licensed. This includes treatment or services from a non-licensed vision care provider under the supervision of a licensed physician or licensed vision care provider, except as specifically provided or arranged by us.
- **Services of relatives.** Professional services or supplies received from a person who lives in your home or who is related to you by blood or marriage.
- **Hospital care.** Inpatient or outpatient hospital vision care.
- **Orthoptics.** Orthoptics or vision training and any associated supplemental testing.
- **Missed or Cancelled Appointments.** We will not pay for appointments a *member* has missed or cancelled.
- **Services or Supplies Combined with Discounts.** We will not pay for services or supplies when combined with any other offer, coupons or in-store advertisement. We will also not pay for certain brands of frames where the manufacturer does not allow discounts.

How to Submit a Claim

This section describes how you submit a claim and what information you should include on your claim. When you receive care from a *network provider*, you do not need to file a claim. The *network provider* will do this for you. However, if you receive vision care from a *non-network provider*, you will need to submit a claim to us.

Notice of Claim. After you receive vision care you will need to contact us, either by phone or mail (see contact information listed below). You should contact us within 20 days of the date you received vision care so we can provide to you claim forms for filing. Notice given by someone on your behalf, or to any agent authorized by us, within information to identify you will be deemed notice to us. If you are unable to contact us within 20 days, it does not mean we will not pay for your claim. Just contact us as soon as reasonably possible.

Claim Forms. We will provide claim forms within 15 days after you notify us. The claim form will have instructions on how to fill it out and where to submit. If you do not receive the claim form within 15 days of your notice, you may send us other written proof of your loss instead, such as an itemized bill from your *provider*. To make it easier to process your claim, the other proof of loss should include the following:

- the date of service
- the patient's name, date of birth, and identification number
- the type and place of service
- your signature and the provider's signature

Proof of Loss. Your written proof of loss as described above should be provided to us within 90 days after the date of you received vision care. If it is not reasonably possible to provide your written proof of loss within this time, we will not invalidate or reduce your claim. However, you must send it as soon as reasonably possible, and in no event later than a year from when it was due, unless you are legally incapacitated.

Notice of claim, claim forms and other proof of loss can be sent to the following address:

Blue View Vision
P.O. Box 8504
Mason, OH 45040-7111
Phone: (866) 723-0515

Time of Payment of Claims. We will pay claims immediately once we receive written proof of your claim, but not later than 30 days after we receive your proper written proof of loss.

Payment of Claims. We will pay claims directly to *providers* if they have an assignment of benefits on file. If the *provider* does not have an assignment of benefits on file then we will pay claims to you. If you pass away, we will pay claims to your designated beneficiary or to your estate if there is no assignment of benefits.

General Provisions

Entire Contract. The law of the state in which the *group contract* was issued will apply unless otherwise stated herein.

Entire Contract – Changes. Your plan is the entire contract of insurance. Your *plan* is made up of this *certificate*, your application (if any), and any amendments. In addition, your employer has the *group contract* and the group master application, which are also a part of your *plan*. No agent of the plan is authorized to change the form or content of this plan or waive any of its provisions. Any changes to the *plan* must be endorsed by an executive officer. All statements made by you or your employer shall be deemed representations and not warranties. No written statement made by you will be used in any context to deny a claim unless a copy of the statement is furnished to you, your beneficiary or personal representative.

Incontestability. The validity of this *plan* will not be contested, except for nonpayment of premiums, after it has been in force for two years from its date of issue. No statement made by you or your *dependents* relating to you or your *dependent's* insurability will be used to contest the validity of this *certificate* unless the statement is contained in a written instrument signed by you or your *dependents*.

Change of Beneficiary. You have the right to choose your own beneficiary.

Independent Contractors. *Providers* are not our agents or employees. They do not have the ability to waive or alter your *plan*. We are not responsible for any damages or injuries as a result of receiving care from any provider.

Right of Recovery. When we overpay a claim, we have the right to recover our overpayment. We may recover our overpayment from you, the person we paid, or another plan. We may deduct any overpayment from pending or future claims.

Benefits not Transferable. You are the only person able to receive benefits under this *plan*. You are not able to transfer your benefits to anyone else.

Legal Actions. No action at law or in equity shall be brought to recover on this *plan* prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this *plan*. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

Coordination of Benefits. We consider this *plan* primary in all circumstances.

Grace Period. Your *group* is responsible to pay premiums on your behalf. After the first premium payment, your *group* has a grace period of 31 days to pay any *premium* due. During the grace period, your coverage will continue in force unless your *group* has given us written notice to cancel the coverage in accordance with the terms of the *group contract*. Your *group* is responsible to pay any *premium* to the plan. However, you may be required to pay a portion of the *premium* to your *group*. See your *group* for more information on premiums.

Conformity with the Law. Any provision of this *plan* which is in conflict with the laws of the state in which the *group contract* is issued, or with federal law, is hereby automatically amended to conform with the minimum requirements of such laws.

Modifications. We may change this *plan*, including the premiums, at any time by providing notice to the *group* at least 30 days before the change takes effect.

Notice of Privacy Practices. We maintain a privacy program designed to protect your health information consistent with applicable law. In addition to various laws governing your privacy, we have our own privacy policies and procedures in place that are designed to protect your information. We are required by law to provide individuals with notice of our legal duties and privacy practices. To obtain a copy of this notice, call us or visit the website listed in the Contact Us section of this *certificate*.

Reservation of Discretionary Authority

The following provision only applies where the interpretation of this *certificate* is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq. The *plan*, or anyone acting on our behalf, shall determine the administration of benefits and eligibility for participation in such a manner that has a rational relationship to the terms set forth herein. However, we, or anyone acting on our behalf, has complete discretion to determine the administration of your benefits. Our determination shall be final and conclusive and may include, without limitation, CTBVVGRP 0819

determination of whether the services, care, treatment, or supplies are covered. However, a *member* may utilize all applicable grievance and appeals procedures.

The *plan*, or anyone acting on our behalf, shall have all the powers necessary or appropriate to enable it to carry out its duties in connection with the operation and administration of the *certificate*. This includes, without limitation, the power to construe the *group contract*, to determine all questions arising under the *certificate*, to resolve member grievances and Appeals and to make, establish and amend the rules, regulations and procedures with regard to the interpretation and administration of the provisions of this *certificate*. However, these powers shall be exercised in such a manner that has reasonable relationship to the provisions of the *group contract* the *certificate*, provider agreements, and applicable state or federal laws. A specific limitation or exclusion will override more general benefit language.

Complaints and Appeals

We want your experience with us to be as positive as possible. There may be times, however, when you have a complaint. During those times, please contact our Customer Service Department. This section explains and offers instructions on what to do if you have a complaint or request.

Complaints

We provide quality member satisfaction services through our customer service center. All of our customer service representatives are responsible for addressing your concerns in a manner that is accurate, courteous, respectful and prompt. They are available to:

- answer questions you have about your benefits, our network of *providers*, information about claims, and our policies and procedures;
- make sure your suggestions are brought to the attention of appropriate person; and
- provide assistance to you when you want to file an appeal.

Please have your identification number (found on your ID card) handy when you contact customer service. We use this number to locate your important records with the least amount of inconvenience to you.

Members are encouraged to file complaints within 60 days of an initial, adverse action, but must file within six months after receipt of notice of the initial, adverse action. The time required to review complaints does not extend the time in which appeals must be filed.

Appeals

If you do not agree with a claim denial made by us, you have a right to a full and fair review. A coverage denial means our determination that a service, treatment, drug or device is specifically limited or excluded under this *plan*.

You must submit your appeal to us in writing within 180 days from the date you received our claim denial notification. In support of your appeal, you may submit written comments, documents, records, or other information you think is relevant. Send your appeal to:

Blue View Vision
PO Box 9304
Minneapolis, MN 55440-9304
Phone: (866) 723-0515

Upon request and without charge, you will be provided reasonable access to and copies of all documents, records and other information relevant to or considered in our initial claim denial.

The person reviewing your appeal will not be the same person(s) who made the initial claim denial, nor will they be a subordinate or supervisor of the person(s) who made the initial claim denial. The person reviewing will also have appropriate medical and professional expertise and credentials to make a determination on your appeal. We will notify you of our determination in your appeal within 30 days upon receipt.

If you are not satisfied with the determination of your appeal, you may submit a second level appeal. The second level appeal must be submitted in writing within 180 days of the notice of our determination in the first appeal. You do not have to re-send the information that you submitted for your first appeal, but you are encouraged to submit any additional information that you think is important for review. We will notify you of our determination in your second level appeal within 30 days upon receipt.

Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding any specific claims or appeals. No authorization is required for treating provider to make a claim or appeal on your behalf. To authorize another person to represent you, contact our customer service department via the phone number listed in the Contact Us section. You can revoke the authorized representative at any time. You can authorize only one person as your representative at a time.

Statement of ERISA Rights

As a member of this plan, you may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA generally does not apply to church plans or to governmental plans, such as plans sponsored by city, county, or state governments, or public school systems. Check with your *group* to determine if your plan is subject to ERISA.

As part of your rights, you may examine, without charge, at your *group's* plan administrator's office or at other specified locations, all plan documents. These include insurance contracts, copies of all documents filed by the plan with the Department of Labor (such as detailed annual reports) and plan descriptions. You may obtain copies of all plan documents and other plan information by writing to your *group's* plan administrator. The administrator may make a reasonable charge for the copies.

Plan Fiduciaries. In addition to creating rights for plan members, ERISA imposes duties upon the people who are responsible for the operation of your employee benefit plan. The people who operate your plan are called "fiduciaries" of the plan. They have a duty to operate the plan prudently and in the interest of you and other plan members.

- No one may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
- If your claim for a welfare benefit is denied in whole or in part, you may receive a written explanation of the reason for the denial.
- You have the right to have the plan administrator review and reconsider your claim.

Enforcement of ERISA Rights. Under ERISA, there are steps to enforce the rights listed above. For instance:

- If you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials (unless the materials were not sent because of reasons beyond the control of the administrator).
- If you have a claim for benefits for an appeal of a coverage decision, which is denied or ignored, in whole or in part, you may file suit in a state or federal court.
- If plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court decides who pays court costs and legal fees.

If you are successful, the court may order the person you have sued to pay the court costs and fees. If you lose, the court may order you to pay these costs and fees. You may lose if, for example, the court finds your claim to be frivolous.

Assistance. If you have questions about your plan, contact your *group*. If you have questions about this statement about your rights under ERISA, contact the nearest Area Office of the Employee Benefits Security Administration, Department of Labor. You can find the contact information in your telephone directory. You may also contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

Definitions

This section defines terms that have special meanings. If a word or phrase has a special meaning or is a title, it will be italicized. The word or phrase is defined in this section or at the place in the text where it is used.

Allowance. A dollar amount available to apply towards materials or services.

Calendar Year. The period of time between January 1st and December 31st in which benefits are tracked. You must wait until the calendar year interval of which they can receive *covered services* again under the *plan*. See the Schedule of Benefits for more information.

Certificate. This summary of the terms of your benefits. It is attached to and is a part of the *group contract* and is subject to the terms of the *group contract*.

Copayment (or copay). A specific dollar amount indicated in the Schedule of Benefits for which you are responsible.

Covered Services. Services and supplies or treatment as described in the *certificate* which are performed, prescribed, directed or authorized by a *provider*. A *covered service* is incurred on the date the service, supply or treatment was provided to you. To be a *covered service* the service, supply or treatment must be:

- Within the scope of the license of the *provider* performing the service;
- Rendered while coverage under this *certificate* is in force;
- Within the *maximum allowable amount*;
- Not specifically excluded or limited by the *certificate*;
- Specifically included as a benefit within the *certificate*.

Dependent. A member of the *subscriber's* family who is eligible for coverage under the *plan* as described in the Eligibility and Enrollment section of this *certificate*.

Effective Date. The date when your coverage begins under this *certificate*.

Group. The employer that has entered into a *group contract* with us to provide the benefits of the *plan*.

Group Contract. The contract issued by us to the *group* as a means of providing certain benefits to the *group's* employees and eligible *dependents*.

Maximum Allowable Amount. The maximum amount allowed for *covered services* you receive based on the fee schedule. The maximum allowable amount is subject to any copayments, coinsurance, limitations or exclusions listed in this *certificate*.

For a *network provider*, the maximum allowable amount is equal to the amount that constitutes payment in full under the *network provider's* participation agreement for this product. If a *network provider* accepts as full payment an amount less than the negotiated rate under the participation agreement, the lesser amount will be the maximum allowable amount.

For a *non-network provider* who is a physician or other non-facility *provider*, even if the *provider* has a participation agreement with us for another product, the maximum allowable amount is the lesser of the actual charge or the standard rate under the participation agreement used with *network providers* for this plan.

The maximum allowable amount is reduced by any penalties for which a *provider* is responsible as a result of its agreement with us.

Member. A *subscriber* or *dependent* who has satisfied the eligibility conditions; applied for coverage; been accepted by us for coverage; and for whom premium payment has been made. *Members* are sometimes called "you" and "your."

Network Provider. A *provider* who has entered into a contractual agreement or is otherwise engaged by us to provide *covered services* and certain administration functions for the network associated with this *plan*.

Non-Network Provider. A *provider* who has not entered into a contractual agreement with us for the network associated with this *plan*.

Plan. The entire set of benefits, conditions, exclusions and limitations that make up your coverage. It consists of this *certificate*, your application (if any), any endorsements, the *group contract*, and the group master application.

Provider. A duly licensed person or facility that provides services within the scope of an applicable license and is a person or facility that we approve. This includes any *provider* rendering services that are required by applicable state law to be covered when rendered by such provider.

Subscriber. The employee or other member of the group that has enrolled and been accepted for coverage under this *plan*.

Get Help in Your Language

Curious to know what all this says? We would be too. Here's the English version:

You have the right to get this information and help in your language for free. Call the Member Services number on your ID card for help. (TTY/TDD: 711)

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

Spanish

Tiene el derecho de obtener esta información y ayuda en su idioma en forma gratuita. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda. (TTY/TDD: 711)

Albanian

Keni të drejtën të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për ndihmë, telefononi numrin e shërbimeve për anëtarët, të shënuar në kartën tuaj ID. (TTY/TDD: 711)

Arabic

يحق لك الحصول على هذه المعلومات والمساعدة بلغتك مجانًا. اتصل برقم خدمات الأعضاء الموجود على بطاقة التعريف الخاصة بك للمساعدة (TTY/TDD: 711).

Chinese

您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼尋求協助。(TTY/TDD: 711)

French

Vous avez le droit d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour cela, veuillez appeler le numéro des Services destinés aux membres qui figure sur votre carte d'identification. (TTY/TDD: 711)

Greek

Έχετε το δικαίωμα να λάβετε αυτές τις πληροφορίες και αυτήν τη βοήθεια στη γλώσσα σας δωρεάν. Καλέστε τον αριθμό του Τμήματος Υπηρεσιών Μέλους (Member Services) που αναγράφεται στην ταυτότητά σας (ID card) για βοήθεια. (TTY/TDD: 711)

Haitian

Ou gen dwa pou resewva enfòmasyon sa a ak asistans nan lang ou pou gratis. Rele nimewo Manm Sèvis la ki sou kat idantifikasyon ou a pou jwenn èd. (TTY/TDD: 711)

Hindi

आपके पास यह जानकारी और मदद अपनी भाषा में मुफ्त में प्राप्त करने का अधिकार है। मदद के थिए अपने ID कार्ड पर सदस्य सेवाएँ नंबर पर कॉल करें। (TTY/TDD: 711)

Italian

Ha il diritto di ricevere queste informazioni ed eventuale assistenza nella sua lingua senza alcun costo aggiuntivo. Per assistenza, chiami il numero dedicato ai Servizi per i membri riportato sul suo libretto. (TTY/TDD: 711)

Korean

귀하에게는 무료로 이 정보를 얻고 귀하의 언어로 도움을 받을 권리가 있습니다. 도움을 얻으려면 귀하의 ID 카드에 있는 회원 서비스 번호로 전화하십시오. (TTY/TDD: 711)

Polish

Masz prawo do bezpłatnego otrzymania niniejszych informacji oraz uzyskania pomocy w swoim języku. W tym celu skontaktuj się z Działem Obsługi Klienta pod numerem telefonu podanym na karcie identyfikacyjnej. (TTY/TDD: 711)

Portuguese-Europe

Tem o direito de receber gratuitamente estas informações e ajuda no seu idioma. Ligue para o número dos Serviços para Membros indicado no seu cartão de identificação para obter ajuda. (TTY/TDD: 711)

Russian

Вы имеете право получить данную информацию и помощь на вашем языке бесплатно. Для получения помощи звоните в отдел обслуживания участников по номеру, указанному на вашей идентификационной карте. (TTY/TDD: 711)

Tagalog

May karapatan kayong makuha ang impormasyon at tulong na ito sa ginagamit ninyong wika nang walang bayad. Tumawag sa numero ng Member Services na nasa inyong ID card para sa tulong. (TTY/TDD: 711)

Vietnamese

Quý vị có quyền nhận miễn phí thông tin này và sự trợ giúp bằng ngôn ngữ của quý vị. Hãy gọi cho số Dịch Vụ Thành Viên trên thẻ ID của quý vị để được giúp đỡ. (TTY/TDD: 711)

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

APPENDIX G DENTAL PLAN

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

COVERED SERVICES INCLUDE:

- Oral Examinations
- Periapical and bitewing X-rays
- Topical fluoride applications for members under age 19
- Prophylaxis, including cleaning, scaling and polishing
- Relining of dentures
- Repairs of broken removable dentures
- Palliative emergency treatment
- Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- Simple extractions **
- Endodontics - including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

**Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits

When a member receives care from one of our Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This is not a legal contract. It is only a general description of the Preventive Plus Dental Plan benefits, limitations and exclusions. A complete listing of benefits, limitations and exclusions can be found in the Master Group Policy or Description of Benefits.

Dental Amendatory Rider A

Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS: Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on

file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.



DENTAL AMENDATORY RIDER B

PROSTHODONTICS

The following prosthetic services are provided under Dental Amendatory Rider B:

- ◆ Denture, full and partial
- ◆ Bridges, fixed and removable
- ◆ Addition of teeth to partial dentures to replace extracted teeth

The dental services listed above are subject to the following qualifications:

Anthem Blue Cross & Blue Shield of Connecticut will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement, which is provided less than five years following a placement or replacement, which was covered under the contract. We also not pay for crowns splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentist Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

DENTAL AMENDATORY RIDER C PERIODONTICS

Periodontal services consisting of:

- ◆ Gingival curettage
- ◆ Gingivectomy and gingivoplasty
- ◆ Osseous surgery, including flap entry and closure
- ◆ Mucogingivoplastic surgery
- ◆ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is \$500.00.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in the Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider C. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.



DENTAL AMENDATORY RIDER D ORTHODONTICS

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$600.00 per member per lifetime.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

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