

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF SEYMOUR, CONNECTICUT
AND
THE SEYMOUR POLICE UNION LOCAL #124
AND
Fraternal Order of Police (FOP)**

JULY 1, 2025 TO JUNE 30, 2027

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PREAMBLE

This Agreement is entered into by the Town of Seymour, hereinafter referred to as the Town, and the Seymour Police Union, Local #124 and the Fraternal Order of Police (FOP), hereinafter referred to as the Union.

ARTICLE 1 **RECOGNITION**

Section 1. The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time investigatory and uniformed members of the Police Department, with authority to exercise police powers, below the rank of Deputy Chief.

Section 2. Part-time police officers are employed under the terms and conditions within this Agreement. All part-time uniformed members of the Police Department shall serve a probationary period of one year after receiving certification from the State of Connecticut. Probationary employees may be terminated by the Board of Police Commissioners in its sole discretion, and they shall have no right to grieve or arbitrate their termination.

ARTICLE 2 **DUES DEDUCTIONS**

Section 1. The Town agrees to deduct Union dues on each pay date from the pay of those employees who individually and in writing have authorized such deductions and send such authorization to the Chief of Police or his designee. The amounts to be deducted shall be certified to the Town by the Union, and the aggregate deductions of all employees shall be remitted together with a statement to the Union after such deductions. Authorizations submitted in accordance with this section shall remain in effect for the duration of this Agreement unless the Town receives a signed written revocation of the authorization.

Section 2. The Union will notify the Town of the name and title of the Union official responsible for all matters relating to dues.

Section 3. The Union agrees to indemnify and hold the Town harmless for any and all claims arising out of any such deductions.

Section 4. Part-time officers who individually and in writing have authorized the Town to deduct Union dues in the amount required by FOP may pay their dues in one of the following ways:

- a. A lump sum representing the annual dues payable to FOP on or before January 1 of each calendar year; said sum shall be payable prospectively.
- b. Recurrent sums deducted from the first ten (10) paychecks of each calendar year received by the part-time officer; the total sum paid shall be equal to the total annual dues payable in each calendar year; said sums shall be paid contemporaneously and/or prospectively.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management and the affairs of the Town and direction of the working forces, including, but not limited to the following:

- to determine the public safety requirements of the Town;
- to appoint, assign and transfer personnel subject to the terms of this Agreement; to determine the number and types of full-time and part-time officers required to perform the Town's operation;
- to establish standards regarding performance of the work force; to discontinue services, positions or programs in whole or in part; and to insure that incidental duties connected with departmental operations whether enumerated in job descriptions or not, shall be performed by full-time and part-time officers;
- to discharge or impose other disciplinary actions for just cause upon its personnel and to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town;
- to lay off full-time and part-time officers from duty for lack of work when it shall be in the best interest of the Town or the Department;
- to take all necessary actions to carry out the mission of the Department in times of emergency; and
- to determine the type, care, maintenance and operation of equipment and property used for and on behalf of the purpose of the Town.

Section 2. No prior practice of the parties shall be required to be continued except for those specifically enumerated in this Agreement. Thus, the parties shall have no right to demand anything not provided for in this Agreement.

Section 3. No act or omission of the parties prior to the signing of this Agreement or during this Agreement shall be used in any way to establish any "past practice" of the parties.

Section 4. Part-time officers are entitled to the protections of Article 3 of this Agreement.

ARTICLE 4 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. The purpose of the grievance procedure shall be to settle grievances on as low an administrative level as is possible and practical so as to insure efficiency and employee morale.

Section 2. A grievance is defined as any dispute between an employee and/or the Union and the Town over the interpretation or application of a specific Section or Article of this Agreement or any rule or regulation, policy, general order, charter' or ordinance provision(s) pertaining to the Seymour police Department.

Section 3. Grievances must be filed in writing within eighteen calendar days of the event giving rise to the grievance. The Article(s) or Section(s) of the Agreement involved, as well as the remedy sought, must be set forth in the grievance. All grievances shall be handled in accordance with the procedures set below in this Article.

Section 4. Any employee may use this grievance procedure at step one with or without the assistance of a representative, The Union shall be given prompt notice of such individually processed grievances and/or notice prior to the settlement of such grievance. When a grievance is processed individually and the Union later proceeds with such a grievance to Arbitration, the grievance may be amended prior to the Arbitration proceeding by the Union.

Section 5. **STEP ONE:** An employee or his representative, if represented, may submit a grievance in accordance with this Article to the Police Chief, or in his absence, to his designee, who shall not be a member of the bargaining unit. The Chief or said designee, whichever the case may be, will make an effort to resolve the grievance and will render an answer to the grievance in writing within eighteen calendar days of the receipt of the grievance. This answer will be provided to the aggrieved employee and his representative, if represented.

Section 6. **STEP TWO:** If the Union is not satisfied with the decision rendered by the Police Chief or his designee acting in his absence, it may submit the grievance in writing to the Board of Police Commissioners within eighteen calendar days of receipt of the decision. The Board shall consider the grievance at its next scheduled meeting. After considering the matter, the Board shall have until its next regularly scheduled meeting to issue a written decision which shall be delivered to the Union within eighteen calendar days thereafter. If denied, the Board shall state the reason(s) for such decision.

Section 7. **STEP THREE:** If not settled, the grievance may be submitted to arbitration before the Connecticut State Board of Mediation and Arbitration ("CSBMA"). The Union may elect to utilize the expedited arbitration process as provided by the CSBMA instead. A request for arbitration shall be in writing and must be filed with the State Board of Mediation and Arbitration within eighteen calendar days of the receipt of the decision of the Board of Police Commissioners. The Union will advise the Board of Police Commissioners in writing of any submission of a grievance to arbitration.

Section 8. The arbitrators designated herein shall decide only one (1) grievance at a time. The award shall be final and binding as provided by law. They shall be bound by and must

apply all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement.

Section 9. Any time limits specified in this Article, except for the initial filing of the grievance, may be extended by mutual agreement in writing by the parties to this Agreement, provided that if a grievance is not submitted by the employee or his representative to a higher step in the procedure delineated in this Article, it will be deemed settled on the basis of the answer in the last step. In the event the Town fails to respond within the time limits provided in Sections 5 or 6 of this Article, the grievance shall be resolved in favor of the aggrieved and/or the Union, whichever is applicable.

Section 10. Each party shall bear its own expenses for arbitration.

Section 11. Part-time officers are entitled to the protections of Article 4 of this Agreement.

ARTICLE 5 DISCIPLINE AND DISCHARGE

Section 1. The Town shall have the right to discipline or discharge employees for just cause.

Section 2. The Chief of Police or in his absence, his designee who shall not be a member of the bargaining unit, shall have the authority to discipline an employee or take other appropriate action for that employee's acts or omissions in accordance with this Article. Once the Chief or his designee outside the bargaining unit disciplines an officer, there shall be no further discipline or investigation. He may place an employee on administrative leave with pay pending a hearing with the Board of Police Commissioners.

Section 3. Any charge or complaint against any police officer may be made, but neither the Chief nor the Board of Police Commissioners shall recognize the charge or complaint as valid unless it is in writing and signed by the complainant under oath. This section shall not preclude the Chief or the Board of Police Commissioners from initiating a complaint against a police officer provided it is also in writing and signed by either the Chief or a member of the Board of Police Commissioners.

a) Said writing shall include a particular description of the acts and conduct complained of. It shall include the names of witnesses and their addresses, if known to the complainant. The Union and the employee involved shall be informed of such complaint, and a copy shall be provided within 72 hours after it is received by the Chief of Police.

b) Investigation of complaints shall be completed within 90 calendar days from the receipt of the complaint. If no charges are brought within said 90 days, the said complaint will be dismissed "with prejudice." If charges are brought within such 90-day period, the Chief, the Union and the charged employee may agree to have the Chief decide on the appropriate discipline without a hearing before the Police Commission. If no such

agreement is reached, a disciplinary hearing will be scheduled before the Board of Police Commissioners not later than thirty (30) calendar days thereafter, and all disciplinary proceedings shall be completed not later than thirty (30) days beyond that date. The time limits encompassed herein may be extended by the mutual consent of the parties.

c) Civilian complaint forms shall be made available at the front desk of the Seymour Police Department.

Section 4. The Board of Police Commissioners shall have the authority to discharge and/or discipline an employee for that employee's acts or omissions. The Board can place an employee on a non-disciplinary administrative leave with pay for ten (10) working days before the hearing commences, The Board will commence a hearing within thirty (30) calendar days of being notified by the Chief or his designee of the acts or omissions of the employee, or otherwise upon receipt of the Internal Affairs investigation report, whichever is later, The Board can continue the administrative leave with pay until the hearings are complete and a final decision is made by the Board. The Board has twenty-one (21) calendar days to make a final written decision to the employee and the Union when the hearings have been deemed closed by the Board. The time limits for a final decision shall be extended by the Board of Police Commissioners if the employee is involved in court action pertaining to the charges against said employee, however, the employee shall be on leave with pay until a final decision is made.

Notwithstanding the foregoing, if the employee has been charged with any felony, the Board, upon the recommendation of the Chief of Police or his designee, may place the employee on a non-disciplinary unpaid administrative leave if the employee has had or been provided with the opportunity to have an informal *Loudermill* hearing before the Chief or his designee at which he was informed of the charges against him and the material evidence supporting the charges and provided with an opportunity to present his side of the story. If the criminal charges are unconditionally dismissed or nolled or the employee is acquitted, effective that date the unpaid leave will be converted to paid leave, and if the Board's final decision does not discharge or suspend the employee without pay for just cause, the employee will be promptly reimbursed for all normal (regular) salary lost (the rate listed in Article 16) as a result of being placed on unpaid administrative leave. If the Board's final decision discharges the employee, no reimbursement will be made, and if the Board imposes a disciplinary suspension without pay, the employee will be reimbursed for the time the unpaid administrative leave exceeds the period of the suspension without pay.

Section 5. Any employee against whom disciplinary action is contemplated shall be confronted with the charges against that employee and shall be given an opportunity to respond to those charges. A copy of the charges, a list of all witnesses, and copies of all statements and reports relating to the incident shall, if available, be given to the Union at least seven (7) calendar days prior to any hearing.

Section 6. Any disciplinary action by the Chief of Police or said designee acting in his absence with respect to an employee shall be treated as a STEP 1 decision under the grievance procedure of this Agreement, and the aggrieved employee or his representative, if represented, may submit a grievance to the next higher step in accordance with this Agreement. Any

disciplinary action or discharge by the Board of Police Commissioners shall be treated as a STEP 2 decision and may be submitted to the next higher step in accordance with this Agreement.

Section 7. It is expressly agreed that the grievance and arbitration machinery provided by this Agreement shall be the only recourse for an employee, or his representative, if represented, if that employee or his representative is dissatisfied with discipline or a discharge received for just cause, statutory or other avenues of recourse notwithstanding. If any conflicts occur between any part of this Agreement and the Board of Police Commissioners' Rules and Regulations, the Town Charter, or any statutory provisions, this Agreement shall take precedence.

Section 8. At any disciplinary hearing in public session conducted by the Board of Police Commissioners, witnesses shall be sworn, affected employees shall have the right to representation at their or expense, and the hearing shall be audio recorded, video recorded with sound, or a stenographic recording made by a court reporter. If the hearing is audio or video recorded, the Town will provide the Union with a free copy. If the record is transcribed by a court reporter, each side will pay for its own copies. The Union may independently record the session. The Norma Drummer room will be used whenever possible.

Section 9. Any disciplinary hearings conducted by the Board of Police Commissioners shall be closed to the public, including the press, unless the employee requests an open hearing

Section 10. Whenever a civilian complaint is made against a member or group of members of the bargaining unit and said complaint results in court action, said member(s) shall be entitled to representation by the Town Counsel, or at the option of the Town Counsel, another attorney with said fees to be paid by the Town.

Section 11. Part-time officers are entitled to the protections of Article 5.

ARTICLE 6 SICK/PERSONAL LEAVE

Section 1. General: Sick leave shall be considered to be absence from duty with pay for the following reasons:

(A) Illness or injury, except where directly traceable to employment by an employer other than the Town of Seymour.

(b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished during off-duty hours.

Section 2. Workers' Compensation - Civil Suit: Employees may be absent from duty without loss of sick time and with pay for the following reasons:

(A) If an employee loses time because of an injury sustained in the line of duty for which he is entitled to compensation under the Workers' Compensation Act, the Town shall make up the difference in the amount of such compensation received and the employee's normal amount of weekly pay (the Town's payment shall be termed the "Supp"). The Supp shall be paid for a

period up to eighteen (18) months from date of injury if the injured employee is absent 18 continuous months or for up to 18 cumulative months if the employee is absent intermittently.

(B) If an employee receives a cash settlement from a civil suit for injuries received as described in Section 2(A) of Article 6, such employee shall reimburse the Town the amount of money received from the Town.

Section 3. Sick Leave Allowance:

(A) Sick and personal leave days shall be earned by each employee at the rate of one and one-half (1 1/2) working days for each calendar month of service, the total of which shall not exceed eighteen (18) working days in any twelve months. All employees at the beginning of the fiscal year shall be advanced eighteen (18) sick and personal leave days to be drawn upon in the coming year. Sick leave is not to be considered as extra vacation time, except under the provisions of Section 4(b)(2) below. If any employee terminates his employment with the department for whatever cause, he shall pay back to the Town any unearned sick leave or personal leave days used prior to his termination date.

(B) Sick leave and personal leave days shall not continue to be earned during leaves of absence without pay.

(C) Each contract year, employees shall be allowed to use their sick days or personal leave days up to the maximum earned and allowable in Section 3(A) of this Article. For days used as personal leave days, the employee shall make a request and seek approval of the Chief of Police, or his designee, at least forty-eight (48) hours in advance. If the request is made with less than forty-eight (48) hours' notice, said request shall be approved if the employee finds a replacement to work his or her shift. Sick days shall be deducted from the sick days earned.

Section 4. Sick/Personal Leave-Earned, Accumulated and Advanced:

(A) Sick leave and personal leave shall continue to be earned during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, or vacation time.

(B) Employees may retain the unused sick leave and personal leave up to a maximum of 120 days. The employee may, at his option, use frozen banked leave in one of the following ways:

(1) The employee may use such accumulations as sick leave.

(2) The employee may use such accumulation as vacation time subject to the approval of the Chief of Police and consistent with this contract and with department needs.

(3) The employee may elect to retain such accumulation until he/she separates from employment (inclusive of retirement, termination or death) at which time the employee, or survivor upon the employee's death, shall be paid the accumulated sick and personal leave days up to a maximum of 60 days at his/her prevailing day rate at the time of separation. Upon the

death of any employee, the survivor shall be paid the unused, earned sick and personal leave accumulated during the fiscal year in which he or she dies.

(C) No sick leave and personal leave with pay in excess of leave accumulated to an employee's credit may be used unless authorized in advance by the Board of Police Commissioners. Such authorization shall not exceed two (2) years leave allowance.

Section 5. Medical Certificates and Inspections: A medical certificate acceptable to the appointing authority may be required for the following reasons:

(A) For any period of absence consisting of more than three (3) consecutive working days.

(B) When it is reasonably presumed that a member of the immediate family is suffering from a contagious disease which may endanger the health of other employees of the department.

Section 6. Every police officer shall be required to undergo a physical examination once every two years by a physician of his choice, provided the physician participates in the current health insurance plan. The Town shall pay the costs of such physical not covered by insurance, including the employee's co-pay and tests or procedures ordered by the physician as part of the physical. Said physician shall certify to the Town that the physician had examined a copy of the job description for the position (attached hereto as Appendix A) and determined as a result of said description that the officer is either physically capable or incapable of performing the essential functions of the position. If said physician determines that the officer is incapable of performing the essential functions of the position, the officer shall agree to release to the Town a detailed medical report indicating the basis for said determination concerning the medical condition of the officer. The results of the physical will be kept confidential and placed in the employee's medical file.

Section 7. Sick Leave Records:

(A) The Department shall maintain a record for each employee of all sick leave.

Section 8. Sick Leave: Accident and Sickness Insurance Policy:

Under the terms of the short term disability plan, employees will have deducted from their sick leave the same percentage of sick time as the Town contributes toward their week's pay.

Section 9. Annual Redemption of Unused Sick Leave:

In the final pay period of each fiscal year, each employee may bank up to eighteen (18) remaining sick and personal leave days, not to exceed 120 banked sick and personal leave days. Employees may be paid 100% for up to fifteen (15) sick and/or personal leave days remaining unused for that year instead of banking the unused sick and/or personal leave days.

Section 10. Light Duty Assignments

The Town may require employees on leave due to work-related or non-work-related injuries or illnesses who are released to return to work at less than full duty to perform modified light duty work assignments consistent with the work restrictions imposed by their treating physicians. Modified light duty assignments are temporary and are intended to transition the return to full duty of employees who are temporarily disabled from performing their full duties, such as employees recovering from illness, injury, or a medical procedure. Employees must participate in the Town modified light duty program and perform appropriate light duty transitional work consistent with their medical restrictions to the extent such light duty work is available.

The Connecticut Workers' Compensation Act requires employers to offer employees who receive temporary partial disability benefits light duty work, if such work is available, whenever a physician has cleared the employee for such work.

Light duty assignments will be limited to police related duties. Employees assigned to a modified light duty assignment for a full 5-day week will be paid at their straight time hourly rate for 40 hours and will work light duty 4 out of the 5 days with one paid day off in addition and adjacent to the employee's regular days off. Employees on workers' compensation leave who are released to return to light duty but fail to promptly so notify their supervisor or who refuse to perform a light duty assignment within their medical restrictions are not eligible to receive a salary differential under Section 2(A) of this Article 6.

Employees assigned to modified light duty will: (a) carry their authorized firearm but will not be in uniform; (b) have the same days off they had on their date of injury unless otherwise agreed; and (c) be given time off to attend medical appointments. Employees on light duty are strongly encouraged to schedule medical appointments outside of their working hours when possible.

Employees who are cleared to return to work with restrictions must promptly provide a writing signed by their treating physician, physician's assistant or APRN that sets forth the specific work restrictions and the actual or estimated duration of the restrictions. Employees assigned to a light duty assignment are not, under any circumstances, to perform any work task that exceeds their physician-imposed restrictions. If instructed by a supervisor to perform a task that exceeds a work restriction, the employee should refuse to perform the task and explain to the supervisor that doing so would exceed his or her medical work restrictions.

Employees on light duty assignments are not counted toward minimum manning requirements. Employees on modified light duty assignments generally are not eligible for overtime and are not allowed to work private duty assignments.

Once an employee reaches maximum medical improvement, he or she is no longer eligible for transitional light duty. Generally, an employee will be on light duty no more than six cumulative months; however, the Chief may in his discretion extend that limit.

The parties recognize that unforeseen issues may arise from implementation of light duty work assignments. If issues arise, the parties agreed to bargain with respect to them.

ARTICLE 7 FUNERAL LEAVE

Section 1. Special Leave of five (5) working days with pay shall be granted to an employee from the date of death of his:

| | | |
|---------|--------|------------------|
| Spouse | Father | Domestic Partner |
| Mother | Sister | Step-Child |
| Brother | Child | Step-Parent |

Section 2. Special Leave of three (3) working days with pay shall be granted to an employee from the date of death of his:

| | |
|---|---------------|
| Daughter-in-law | |
| Brother-in-law | |
| Grandchild | Sister-in-law |
| Grandparent related by blood or marriage | |
| Mother-in-law | Father-in-law |
| Son-in-law | |
| or relative domiciled in the employee's household | |

Section 3. Special Leave of one (1) working day with pay shall be granted to an employee from the date of death of his:

| | |
|--|--------|
| Aunt or Uncle related by blood or marriage | |
| Niece | Nephew |

ARTICLE 8 UNIFORM ALLOWANCE

Section 1. The uniform (including leather after the initial issuance) and cleaning allowance shall be \$1,500 per annum to employees who have worked a minimum of 160 hours in the six months preceding the first pay periods in August and February. The allowance shall be paid in two equal lump sum payments. The payments shall be made during the first pay period in August and first pay period in February. The Department shall pay for any ordered uniform changes.

Section 2. All employees receiving an allowance under this Article shall be subject to regular inspections at the discretion of the Chief of Police, or in his absence, his designee.

Section 3. If any portion of an employee's uniform is damaged or destroyed in the line of duty, the cost of replacing it shall be paid by the Town, unless the damage to the uniform resulted from the employee's negligence. Any judgments or allowances made by a court of law with respect to uniforms which are collected, shall be offset against the cost of repair or replacement of the uniform and the Town shall be reimbursed.

Section 4. The Department shall maintain a Uniform Policy, which may be amended from time to time at the discretion of the Chief of Police or designee. All officers shall dress and maintain their appearance in accordance with the Uniform Policy as established by the Department

Section 5. New hires and lateral transfers shall receive a full uniform and cleaning allowance of \$1,500 advanced on their official start date. Thereafter, new hires and laterals will fall in with all other full-time employees (i.e. – those who have worked 160 hours will receive the next \$750 lump sum payment), provided, however, that in no event will the uniform and cleaning allowance received by a new hire or lateral transfer exceed \$2,250 in any fiscal year.

Section 6. The uniform allowance for part-time officers shall be \$450 per annum. The uniform allowance shall be paid in two equal lump sum payments. The payments shall be made during the first pay period in August and the first pay period in February, provided the part-time officer has worked a minimum of 160 hours in the six months preceding each of the two pay periods. The Police Department shall pay for any ordered uniform changes.

Section 7. Sections 2, 3, 4, and 6 of this Article apply to part-time officers. When hired, part-time officers will receive a full uniform and a cleaning allowance of \$450 advanced on their official start date. Thereafter, new hires will fall in with all other part-time employees.

ARTICLE 9 HOLIDAYS

Section 1. (a) The following fifteen (15) holidays shall be granted to all members, either as paid holidays or compensatory time-off holidays, at the option of the member, and as provided for hereinafter:

| | |
|------------------------|---------------------|
| New Year's Day | Fourth of July |
| Martin Luther King Day | Labor Day |
| Washington's Birthday | Veteran's Day |
| Lincoln's Birthday | Columbus Day |
| Good Friday | Thanksgiving Day |
| Easter | Christmas Day |
| Memorial Day | Employee's Birthday |
| Juneteenth | |

(b) All the above holidays shall be celebrated as designated by the Town of Seymour, except the Employee's Birthday which shall be celebrated as per past practice. However, with the approval of the Chief or his designee, the employee may switch a holiday day off.

Section 2. In the event of an unforeseen national or state holiday which is declared as such and is celebrated by the municipality, each employee shall receive an additional paid holiday whether or not the employee worked on such date.

Section 3. Employees who work a shift on which the majority of hours worked are not on the holiday are not entitled to any additional pay. (For example, an employee working the midnight shift starting at 11 p.m. on Christmas and ending at 7 a.m. on December 26 is paid the same as if the entire shift was on a non-holiday.) Employees who work a shift on which the majority of hours worked are on a holiday may choose to be paid either at his regular rate of pay

for the hours he works and time and one half for any hours worked in excess of eight (8) hours on that day provided that he shall be entitled to a compensatory day off to be scheduled with the approval of the Chief of Police; employees may choose instead to be paid at double their regular rate of pay for all hours worked on the holiday, with no compensatory day off. Employees working the majority of their shift on New Year's Day, Thanksgiving or Christmas will be paid double their regular rate of pay for all hours worked on the shift and shall be entitled to compensatory day off. Employees shall be reimbursed for working a shift the majority of which occurs on a holiday in the pay period immediately following the pay period in which the holiday occurred. Employees must take this compensatory day within 30 calendar days of the holiday subject to the provisions of Section 4 below.

Section 4. Employees may accumulate three (3) time-off holidays to be used in that fiscal year. The maximum number of these holiday comp days that an employee can use in any given week shall be two (2) per work week. If the employee so desires, such days shall be in conjunction with the member's regular day off. Not less than two (2) days' notice shall be given by each officer who has worked one (1) of the holidays referred to herein, but in the event a day is requested of less than two (2) days' notice, the requesting officer must get his own replacement. In the event of the latter, no time off shall be granted if a replacement is not found. No more than one (1) person per shift may utilize accumulated time-off holidays at the same time without consent from the Police Chief or his designee.

Section 5. In the event an employee is off-duty on a service-connected disability on a holiday, the employee shall not forfeit the holiday(s) and shall either, at the employee's option, get paid for said holiday(s) at the rate of pay at the time of his or her request or be given the opportunity, with a minimum of two (2) days' notice, to take a compensatory day off with pay in lieu of payment.

Section 6. Employees who are off duty on any of the approved holidays by reason of sick leave, vacation, regular days off or other approved leave, shall receive a compensatory day off to be scheduled with the approval of the Chief of Police.

Section 7. In the event an employee has earned unused holiday time and either retires or otherwise terminates his employment with the Seymour Police Department, he shall be compensated for such earned and unused holiday time at the prevailing rate of pay received by such employee on the date of his termination. In the event of an employee's death, the sums due him shall be paid to his or her beneficiary or next of kin, in that order. Payment for holidays shall only be for the days earned up to the date of retirement, termination and/or death.

ARTICLE 10 OVERTIME

Section 1. All overtime shall be paid at time and one-half (1 1/2) the officer's regular rate and shall be paid for all hours, or any portion thereof, in excess of eight (8) hours per day or forty (40) hours per week. Any member who works a sixth (6th) day in any one work week shall be paid for those hours at a rate of one and one-half the officer's regular rate. Any member who works seven (7) consecutive days in any one work week shall be paid at a double-time rate for the seventh (7th) day. In an emergency situation, which requires off-duty officers being called in, the

regulars shall be given first choice. No overtime shall be worked unless assigned and approved by the Chief of Police or his designee. The work week is defined as commencing on Friday and ending on Thursday.

Section 2. Officers required to work on their day(s) off shall be paid no less than four (4) hours at time and one-half (1 1/2) the officer's regular rate, regardless of the time actually worked. Employees ordered to return to duty to perform overtime work as defined above on a regular working day shall receive not less than two (2) hours pay at time and one-half (1 1/2) the officer's regular rate. For the purpose of this Article, a regular working day shall be the twenty-four (24) hour period commencing with the beginning of the employee's regular shift.

a. Any off-duty officer who is required to appear in Court or before an administrative agency, in performance of their official duties (and excluding Union business), will be paid in accordance with Sections 1 and 2 of this Article. Officers shall remit to the Department any witness fees received in conjunction with the subpoena.

Section 3. Overtime pay shall not be subject to the minimum hour provisions in Section 2 above when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment

Section 4. When an opening exists on any shift of four (4) or less hours, the opening shall be first offered to a regular officer as overtime. If no regular accepts the overtime, then it may be offered to a supernumerary officer as long as it is within the thirty-two (32) hour limit of said supernumerary officer.

Section 5. The Chief or his designee shall fill overtime assignments by offering the overtime in four hour increments. An Overtime and Private Duty Hours list will be maintained to distribute overtime and extra or special police duty assignments evenly. Records of accumulated hours shall be maintained for a one-year period (fiscal year presently July 1 through June 30). On July 1 of each year, all hours shall revert back to a zero figure. Overtime hours will be offered starting with the officer in each group who has worked the least amount of hours according to the Overtime and Private Duty Hours list and proceeding to the officer in each group who has worked the most, in the following order, time reasonably permitting:

| | |
|---------|---|
| Group 1 | The officers working the shift preceding the affected shift to cover the first four hours and the officers working the shift following the affected shift to cover the last four hours; |
| Group 2 | Remaining Inspector, Lieutenants, Sergeants, Detectives, and Patrol Officers, including Community Policing Officer and School Resource Officer; |
| Group 3 | The supernumerary officers. |

Section 6. The call-in procedure in Section 5 is subject to the right of the OIC to order in the officer with the lowest seniority on the shift preceding and the officer with the lowest seniority on the shift following the affected shift, if no other officers volunteer. The Lieutenant/OIC shall, where practicable, notify the officer with the lowest seniority to stand-by

until it is determined if the assignment will be filled or if the officer will be ordered in. Officers on a regularly scheduled day off; personal holiday, personal leave day, or vacation day will not be ordered in unless the Chief deems it necessary. No officer shall be ordered into work twice within one work week unless all other available senior officers have been ordered to work within the same work week unless there is no other senior officer available.

Section 7. Any and all overtime hours offered and/or work will be added to the Overtime and Private Duty Hours list with the exception of supernumerary officers' overtime hours. When an employee is ordered to work, the hours worked will not be placed on the Overtime and Private Duty Hours' list. When an employee is on any granted day off other than a regularly scheduled day off, the employee shall be asked to work but shall not be charged for not responding or refusing.

Section 8. The Department and the Union agree that separate lists should be implemented for both inside overtime and private duty overtime. The maintenance of such lists shall be kept electronically in the VCS application. The Department and the Union shall have full access to either list and will ensure that overtime will continue to be distributed fairly and equitably. The Department and the Union shall work together to resolve any discrepancies or disputes in a timely manner.

ARTICLE 11 **VACATIONS**

Section 1. Employees shall be granted time off with pay for vacations according to the following schedule:

| | |
|--|-----------------|
| One (1) year, but less than five (5) years of continuous service | 10 working Days |
| Five (5) years, but less than ten (10) years of continuous service | 15 Working Days |
| Ten (10) years, but less than fifteen (15) years of continuous service | 20 Working Days |

Employees who are certified as full-time police officers on or before January 1, 2016 shall be entitled to twenty-five (25) working days off with pay for vacation upon having fifteen (15) or more continuous years of service.

Section 2. Ten (10) paid vacation days shall only be granted when one (1) year of continuous service is completed, and such vacation period shall not interfere with vacation periods selected by other members of the force.

Section 3. The vacation year shall be between July 1 and June 30 following, and each employee shall be afforded the opportunity to be off on vacation within the year, however, if for

reasons of a service-connected disability (Workers' Compensation case) the employee is unable to take his or her vacation within the vacation year stated above, said employee shall be paid for all such unused vacation days at his straight-time rate of pay.

Section 4. Departmental seniority shall prevail in the selection of vacation periods, provided, however, that whenever a member fails to select a vacation period not later than June 1st, he shall forfeit vacation choice by seniority for that year. He shall be entitled to select his vacation period thereafter, and he shall be granted his choice of vacation period or periods provided that such dates shall not interfere with the vacation selection of other members or be in conflict with the operational requirements of the Department. No more than two (2) employees shall take a vacation on the day, evening, or midnight slots (as set forth in Article 13, Section 2) between April 1 and October 1 of each year, unless approved by the Police Chief or his designee. The Detective Division, Community Policing Officer and School Resource Officer shall not interfere with the vacation choices of the patrol shifts. In order to utilize vacation days individually, an officer shall make a request and seek approval of the Chief of Police or his designee at least 48 hours in advance.

Section 5. In no event shall employees who are entitled to four (4) weeks of vacation have the right to take four (4) weeks during the period of June 1 to September 1. Vacations may not be accumulated, except as otherwise provided for in Section 3, this Article.

Section 6. In the event that an employee who has earned unused vacation time either retires or otherwise terminates his employment with the Seymour Police Department, he shall be compensated for such earned unused vacation time at the prevailing rate of pay received by such employee on the date of his termination. If an employee dies, the sums due him shall be paid to his beneficiary or next of kin, in that order.

ARTICLE 12 SENIORITY

Section 1. The seniority rights of all full-time regular members of the Department shall be based on the length of service only, and shall be determined from the day such person or persons were officially sworn to the Department as regular members.

Section 2. Whenever more than one person is sworn in to the Department on the same day, the seniority of such employee as it relates to other employees sworn in on that same day shall be determined by the higher score on the certifying examination taken by those employees.

Section 3. Until an employee has completed one (1) year of continuous service with the Seymour Police Department, he shall not attain seniority and shall be designated a Probationary Police officer. During that period, he or she shall be on probation and may be terminated by the Board of Police Commissioners in its sole discretion for just cause, and neither the employee nor any representative on the employee's behalf shall have recourse to the grievance or arbitration provisions of this Agreement as it applies to termination. Upon completion of this probationary period, an employee's seniority shall date back to the date of his or her most recent swearing into the Department as a regular member.

Section 4. Seniority shall not be broken by vacation, sick time, injury leave,

suspension, or any leave of absence with pay, or any call to Military Service for the duration.

Section 5. Employees who resign voluntarily, or are discharged for just cause, or have taken a leave of absence without pay for the purpose of working at another occupation, shall lose all seniority.

Section 6. In the event of a dispute between employees concerning any issues not covered by the terms of this Agreement, all other things being equal, seniority shall prevail, within rank or grade.

Section 7. Department seniority as used in this Article is defined as the total length of continuous service as a full-time regular police officer.

Section 8. Rank Seniority as used in this Article is defined as the total length of service of an employee as a permanent appointee to a rank.

Section 9. In the event of a reduction in force, the employee with the least department seniority shall be laid off first. If the Town recalls employees who were laid off, it shall be by inverse seniority, with the most senior officer called back first.

ARTICLE 13 HOURS OF WORK

Section 1. The regular work week shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week, with two (2) consecutive days off at the end of each such forty (40) hour week.

(A) All members shall enjoy their two (2) days off in consecutive order, provided that if in the opinion of the Chief, there is an insufficient number of Regulars on duty during this period, he may solicit volunteers amongst the Regular members of the Department to work on their day or days off. If the Chief of Police is unable to obtain volunteers, he may then order an off duty Regular member to work on his day or days off, and such member shall be paid for such duty in accordance with the provisions of Article 10. Consecutive days off shall be given in accordance with Section 8 of this Article.

Section 2. The hours of regular shifts shall be as follows:

- (A) 11:00 P.M. to 7:00 A.M. (midnight slot)
- 7:00 A.M. to 3:00 P.M. (day slot)
- 3:00 P.M. to 11:00 P.M. (evening slot)

(B) The Lieutenant shall pick their shift assignments and days off in accordance with Section 8 of this Article and then the Sergeants will do so.

Section 3. All work schedules shall be completed and posted on the Departmental bulletin board not later than five (5) days in advance of the date when the working period changes except for the working schedule of the Detective Division. The schedule of the Inspector and of the Detectives except for one Detective as hereinafter provided shall be Monday – Friday 8:00

a.m. – 4:00 p.m. with Saturday and Sunday as regularly scheduled days off. All other schedules may be changed by mutual agreement between the assigned employee and the Chief of Police or Inspector. In lieu of receiving overtime pay for overtime worked in the Detective Division, the Inspector or Detectives may elect to receive compensatory time off at the rate of 1 ½ hours for each hour of overtime worked. These compensatory hours may not exceed 40 hours total and must be used in the fiscal year they were earned. Any remaining compensatory hours allocated to the employee as of June 30th will be forfeited if not used prior to September 1st of the next fiscal year.

Section 4. During each eight (8) hour tour of duty, all members shall be allowed one half hour for lunch. Lunch breaks shall be assigned by the Lieutenant or his designee.

Section 5. Once designated in the manner provided for in Section 1 of this Article, an employee's days off shall not be changed during the work period without express approval of the employee.

Section 6. The Town and the Union agree that no Supernumerary (part-time) Officer shall work more than thirty-two (32) hours per week, Friday through Thursday.

Section 7. The Town and the Union agree that every shift shall be maintained at full strength. "Full strength" shall mean a complement of five (5) sworn police officers from the patrol division below the rank of Deputy Chief. The Detective Division, Community Police Officer, and School Resource Officer shall not be counted toward patrol's minimum manning requirements. When two Sergeants are assigned to the same shift, the Sergeant with the most time in rank (seniority) shall supervise the shift and the second Sergeant shall work in the capacity of a patrol officer at his/her Sergeant's rate of pay.

Section 8. Four times yearly, each member shall pick his shift assignment and regular days off by seniority in rank or grade. Vacancies in excess of four (4) weeks shall be cause to rebid the shift assignment. It is understood on each of the three (3) regular shifts, there shall be at least one (1) position which includes the regular days off of Saturday/Sunday, one (1) which includes the regular days off of Sunday/Monday, and one (1) which includes the regular days off of Friday/Saturday, and one which includes the regular days off of Tuesday/Wednesday. The Lieutenant and Sergeant working the same shift cannot both take any of the same regular days off, and neither the Lieutenant nor the Sergeant can pick Saturday/Sunday as his regular days off unless one of them does not want either Saturday or Sunday as a regular day off. If bidding process fails to fill all necessary shifts, the Chief shall make such further shift assignments by inverse order of seniority, starting with the least senior officer. Each shift assignment selected by seniority bidding shall remain in effect for thirteen (13) weeks from commencement. Seniority shift selection shall be made during the month of June to cover the months of July, August and September; the bids will take place in September to cover the months of October, November and December; the bids will take place in December to cover the months of January, February and March; the bids will take place in March to cover the months of April, May and June. After the bidding period is closed, any vacancy on a shift created by special assignment, promotion or resignation shall be filled by a rebid.

Section 9. Community Policing Officer and School Resource Officer shall work between the hours of 7:00 a.m. and 11:00 p.m. Their schedule shall include two consecutive days

off per week which shall be determined by the Chief of Police. Once determined at the beginning of every bid process, their hours shall not be changed without fourteen (14) calendar days' notice or mutual agreement.

ARTICLE 14 EXTRA OR SPECIAL POLICE DUTY

Section 1. The term "extra police duty" or "private duty job" for the purpose of this Article shall mean police duty for which an employee is paid by some party other than the Town, even though that employee may be paid through the Town, and including extra duty work for other Town agencies.

Section 2. All extra or special police duty assignments shall be made by the Chief of Police or his designee. Those employees who desire assignment to extra duty shall notify the private duty scheduling officer or his designee. An Overtime and Private Duty Hours list will be maintained to distribute overtime and extra or special police duty assignments evenly. Supernumerary officers and any non-bargaining unit Town of Seymour police officers will have their extra or special police duty hours kept independently at the bottom of the list and shall be labeled as "group 2." Records of accumulated hours shall be maintained for a one-year period (fiscal year presently July 1 through June 30). On July 1 of each year, all hours shall revert back to a zero figure. Any new hire added to the Overtime and Private Duty Hours list after it has already been posted shall be placed as the officer with the highest accumulated hours. Any officer who returns to the list upon returning to work shall be assigned an overtime figure that is equal to the highest and lowest number of hours worked divided by two.

Section 3. All extra or special police duty assignments will be offered starting with the officer in each group who has worked the least amount of hours according to the Overtime and Private Duty Hours list and proceeding to the officer in each group who has worked the most, in the following order, time reasonably permitting:

Group 1. Inspectors, Lieutenants, Sergeants, Detectives, Patrol Officers, Community Policing Officer and School Resource Officer.

Group 2. The Supernumerary (part-time) officers and non-bargaining unit Town of Seymour Police Officers.

Group 3. Any Agency mutually agreed to by the Union and Town as being eligible.

Section 4. All extra or special police duty assignments other than those for the Town of Seymour and those paid for or reimbursed by the Town will be paid at time-and-one-half the Inspector's hourly rate of pay. All extra or special police duty assignments (other than those for the Town of Seymour and those paid for or reimbursed by the Town) where the majority of hours worked occur on Thanksgiving, Christmas or New Year's Day, will be paid at double time the Inspector's hourly rate of pay for all hours worked on the assignment. Extra duty assignments on a Town job will be paid at time-and-one-half a Grade B officer's rate of pay. A "Town job" is defined as an assignment for or to the Department of Public Works, Board of Education, or Water Pollution Control Authority with no contractor or subcontractor onsite performing work or a job with a contractor or subcontractor onsite performing work that is paid for or reimbursed by the

Town. Founder's Day and the downtown concert series sponsored by the Cultural and Arts Commission are also Town of Seymour jobs. Any new event that may be construed as a Town event will be mutually agreed upon by the Town and the Union prior to the date of the event. Employees shall receive compensation for a minimum of four (4) hours for four (4) or less hours of work once on the job site with signature required. If a job scheduled with a definite end time goes over one (1) hour past the scheduled end time the additional time shall be considered a new four (4) hour job which will be filled according to the current rules in place. The Department and the Union agree that if a contractor cancels a job within twenty-four (24) hours, the officer will receive two (2) hours compensation, billed to the company. The Department and the Union agree that if a job is cancelled by the contractor within one (1) hour of start time, then the officer shall be compensated for four (4) hours, billed to the company. Employees performing "extra police duty" after 11:00 p.m. and before 7:00 a.m. shall be paid an additional one dollar (\$1.00) per hour. A car allowance of four dollars (\$4.00) shall be paid for the officer's personal vehicle if it is taken to the job site regardless of mileage.

Section 5. The Town of Seymour and the Union agree that the following streets will require Police traffic control:

| | | |
|-------------------------|-------------------|-------------------|
| Bank Street on Route 67 | Mountain Road | South Main Street |
| Roosevelt Drive | North Main Street | Squantuck Road |
| Bungay Road | North Street | West Street |
| Cedar Street | Pearl Street | |
| Derby Avenue | Rimmon Street | |
| Fountain Lake Road | Rimmon Hill Road | |
| Great Hill Road | River Street | |
| Holbrook Road | Route 67 | |
| Maple Street | Skokorat Street | |

Section 6. Issues of public safety shall remain within the jurisdiction of the Seymour Police Department. The Police Department shall remain responsible for addressing public safety issues on all roadways. Following proper protocol, when public safety issues necessitate, the Chief of Police or his designee may require the posting of police flagmen on any road within the borders of the Town of Seymour.

Section 7. Payment for "extra police duty" as defined above, shall be in accordance with the pay period in which it is earned. A pay period is defined as starting on Friday and concluding on Thursday.

Section 8. Any and all extra or special police duty hours offered and or worked will be added to the Overtime and Private Duty Hours list with the exception of those hours that an employee is ordered to work. An employee on funeral leave or sick leave who is asked to work shall not be charged for not responding or refusing.

Section 9. Part-time officers working extra duty shall be paid at time and one- half the full-time Inspector's rate but otherwise are entitled to all of the provisions and protections of Sections 1 through 8 of this Article 14.

ARTICLE 15 **PENSIONS**

Section 1. Employees shall be covered under the provisions of the Connecticut Municipal Employees Retirement Fund B; and, also, the Police and Firemen Survivor's Benefit Fund. For the purpose of this Article only, employees shall be defined as all regular members of the Police Department including the Deputy Chief and the Chief of Police.

Section 2. All employees transferred from the Municipal Employees Retirement Fund A to Municipal Employees Retirement Fund B, shall receive credit for all past service of such employees.

Section 3. In the event of the death of an active member or of a retiree until age 65, the surviving spouse shall receive thirty-six (36) months of the current health insurance plan at no cost.

Section 4. All retirees shall receive a \$15,000 life insurance policy.

ARTICLE 16 **RATES OF PAY**

Section 1.

Effective July 1, 2025, there shall be a general wage increase in the straight time pay for full-time officers of 2.49%

Effective July 1, 2026, there shall be a general wage increase in the straight time pay for full-time officers of 2.49%.

The hourly wage rates are as follows:

| Hourly Salary | | | | | | | | | |
|---------------|-------|--------------|---------|---------|-----------|----------|------------|-----------|--|
| | | Probationary | Grade B | Grade A | Detective | Sergeant | Lieutenant | Inspector | |
| 7/1/2025 | 2.49% | 35.84 | 38.38 | 42.77 | 45.50 | 46.12 | 47.46 | 50.14 | |
| 7/1/2026 | 2.49% | 36.73 | 39.34 | 43.83 | 46.63 | 47.27 | 48.64 | 51.39 | |

| Yearly Salary Calculated at 2080 Hours Worked Yearly | | | | | | | | | |
|--|-------|--------------|-----------|-----------|-----------|-----------|------------|------------|--|
| | | Probationary | Grade B | Grade A | Detective | Sergeant | Lieutenant | Inspector | |
| 7/1/2025 | 2.49% | 74,547.20 | 79,830.40 | 88,961.60 | 94,640 | 95,929.60 | 98,716.80 | 104,291.20 | |
| 7/1/2026 | 2.49% | 76,398.40 | 81,827.20 | 91,166.40 | 96,990.40 | 98,321.60 | 101,171.20 | 106,891.20 | |

ARTICLE 17 HEALTH AND MEDICAL PLAN

Section 1. The Town shall provide each member with complete coverage for the member and all eligible members of his immediate family, with the cost being assumed by the Town, subject to the employee premium contributions described below. The Town shall implement the administration necessary to allow employees to pay such contribution with pre-tax dollars.

High Deductible Health Plan

The Town will offer only a High Deductible Plan (HDHP) for full-time employees.

The HDHP will have the following annual deductibles:

- Deductibles shall be \$2,000 individual; \$4,000 for two-person or family coverage.
- Deductibles are cross-accumulating and include all benefits covered under the HDHP including prescription drug costs.
- The Town shall contribute 50% of the deductible each of the last five (5) years of the contract term payable as follows:

The Town's entire 50% share on or about July 1, 2015; the Town's entire 50% share on or about July 1, 2016; and thereafter one-half of the Town's entire 50% deductible share (25% of the total deductible) payable on or about July 1 and one-half of the Town's entire 50% share (25% of the total deductible) payable on or about January 1 of each succeeding contract year with the last 25% payment to be made on or about January 1, 2025.

The Town's 50% deductible funding shall be made as a contribution to the employee's Health Savings Account (HSA). Employees who make contributions to their HSA will do so through deductions made from their weekly paychecks in such amounts as are authorized in writing by the employee. Employee HSA contributions are pre-tax. Employees may elect to alter their HSA contributions throughout the calendar year.

For employees ineligible to contribute to a Health Savings Account, a Health Reimbursement Arrangement (HRA) shall be established by the employer and funded the same percentage as a Health Savings Account (50% of the deductible). The HRA funds will be available to the employee at the start of each plan year. HRA balances shall roll over year to year up to the full deductible amount. HRAs are owned by the Town, and employees forfeit their HRA balances at the end of their employment.

There are no prescription drug copayments due once the deductible is met.

Employee premium contributions for the HDHP will be:

| | |
|------------------|----|
| 7/1/20 – 6/30/21 | 6% |
| 7/1/21 – 6/30/22 | 6% |

| | |
|------------------|----|
| 7/1/22 – 6/30/23 | 7% |
| 7/1/23 – 6/30/24 | 7% |
| 7/1/24 – 6/30/25 | 8% |

HDHP premiums are based on the equivalent fully underwritten (fully insured) rate, or, if the employer should become self-insured, the allocation rate.

A summary of the benefits and cost share provisions of the HDHP plan is attached as Appendix C.

(A) The Blue Cross Vision Care rider is included in Appendix B.

(B) Blue Cross/Blue Shield Flexible Dental Program (enhanced flex dental plan with unlimited non-orthodontic maximum and \$1,000.00 lifetime maximum on orthodontics) (attached as Appendix D),

(C) The Town will provide a short term disability plan ("STD" plan), or its equivalent, weekly income which shall be twelve hundred dollars (\$1200.00). The Town shall also provide life insurance in the amount of one and one-half times salary and long term disability income insurance.

(D) All retirees and their eligible dependents will retain the same medical coverage (including prescription and dental and vision coverage) they had on the day before the effective date of retirement until the retiree and/or spouse reaches the age of 65. Should said medical plan be a HDHP, the Town agrees to fund the HSA or HRA in the same manner and in the same amount as it had on the day before the effective date of retirement. The Memorandum of Agreement attached hereto as Appendix E is incorporated into and is part of this Agreement.

The Town will provide to retirees at and over the age of 65, and/or their eligible spouse when he/she reaches age 65, Blue Cross 65 High Option and Blue Shield 65-82, or if that plan is discontinued, the most comparable available Medicare supplement plan. The medical plan shall not change for any spouse or other eligible dependent not enrolled in Medicare. Premiums for all retirees and any eligible dependents shall be paid in full by the Town. Retirees shall have no premium cost share during their retirement and will remain secure with the same policy throughout their retirement as they were covered by on day one of their retirement, until they reach age 65. Excluding retirees who were not covered by a HDHP on the effective date of retirement, retirees and/or dependents who are not eligible to receive Blue Care POS shall receive Century Preferred until the retiree and/or spouse reaches the age of 65.

Section 2. Connecticut State Partnership Plan 2.0

1) Effective July 1, 2025 all active employees, dependents and eligible retirees will participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits set forth in Article 6 Section 6A. The administration of the SPP, including open enrollment, beneficiary eligibility and changes and other administration provision shall be as established by the SPP.

2) The premium rates shall be set by the SPP.

3) The percentage share of such premium cost shall be as follows:

7/1/25 – 8%

7/1/26 – 8%

4) The SPP contains a Health Enhancement Plan (HEP) component. All eligible employees, eligible dependents and eligible retirees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee/dependent/retiree. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

5) In the event any of the following occur, the Town or Seymour Police Union may reopen negotiations as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is further modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost to the Town or to members of Seymour Seymour Police Union of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share; and/or

ii) If Conn.Gen.Stat. Section 3-123rr et seq. is amended in a way that substantially affects the operation of the SPP to the detriment of the parties, or if there are any changes to the administration of the SPP that negatively affects the parties, or if additional fees and/or charges for the SPP are imposed so as to affect the Town or members of the Seymour Police Union, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share; and/or

6) In any negotiations triggered under the above, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the United Healthcare High Deductible Health Plan with Health Savings Account set forth in the Current Agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

Section 3. An employee may waive all group health insurance benefits and, in lieu thereof, be remunerated in an amount of not less than 60% of the premium saved by the Town. The savings shall be paid in two equal installments, in the first pay period in August and the first pay period in December. An Officer may re-enroll during the open enrollment period or upon retirement, provided the employee reimburses the Town on a pro rata basis for any overpayment of the last waiver payment.

Section 4. In the event it appears that the total cost of a group health plan offered under this Agreement will trigger an excise tax under Internal Revenue Code §4980I ("Cadillac" tax), or that the Affordable Care Act, its regulations, or any other State or Federal law otherwise will materially increase the cost of the plan, either party may so notify the other party in writing, and the parties will reopen the Agreement for the limited purpose of negotiating in good faith to either modify the plan to avoid the excise tax and/or other increase in costs, or to change to a comparable plan that provides the best overall benefits while falling below the excise tax thresholds. The Town will not propose reducing the wage increases as part of any reopen negotiations. The Union may propose increasing the agreed upon general wage increases (GWI) provided for under this Agreement. The State Board of Mediation and Arbitration (SBMA) shall retain jurisdiction over this provision in the event that bargaining fails to yield an Agreement.

If necessary, as provided for in the preceding paragraph, the parties will commence negotiations in or around September 2016 or September of any subsequent year of this Agreement. In the event that the parties fail to reach agreement by December 31, 2016 or any applicable subsequent year, the issue will be submitted to final and binding interest arbitration before Gerry Weiner or Peter Blum. The arbitrator must select the last best offer of one party or the other.

Section 5. The Town shall have the right to unilaterally change the group health insurance plan to one that has substantially equivalent benefits overall. However, the determination of what constitutes "substantially equivalent" must be bargained with the Union and should such bargaining fail to yield an Agreement, the State Board of Mediation and Arbitration (SBMA) shall retain jurisdiction over this provision.

ARTICLE 18 ASSIGNMENT AS DESK OFFICER OR REPLACEMENT DETECTIVE

Section 1. When an officer is assigned as Officer-in-Charge (OIC) in place of a Lieutenant or Sergeant, the officer shall be paid at the Sergeant's rate for all time spent while acting as OIC. This assignment shall be filled by the most senior officer working, regardless of whether the officer is on his or her normal shift or working overtime.

Section 2. In the event of a temporary assignment in the Detective Division, it is agreed that the assignment will not exceed ninety (90) days. Any officer accepting the temporary

assignment will receive the rate of pay assigned that position, except that a Lieutenant or Sergeant would continue to be paid at the Sergeant's regular rate.

In the event the list of those eligible to be assigned replacing a Detective has been exhausted within a calendar year, the Town may then reassign from the list a second time in that calendar year for additional ninety (90) day periods.

ARTICLE 19 SHIFT DIFFERENTIAL

Section 1. Effective upon the signing of this Agreement, a shift differential of fifty (\$.50) cents per hour shall be paid each employee who works second shift and one dollar and twenty-five cents (\$1.25) per hour for any employee who works third shift. However, in the event that an employee commences his eight-hour shift during the second shift and concludes his work day during the third shift, he shall receive the second shift differential for all hours worked. These shift differentials shall be included in the next following pay check.

ARTICLE 20 REIMBURSEMENT OF TRAVEL EXPENSES

Section 1. In the event an employee shall be required as a result of his official duties to be out-of-town, he shall be reimbursed all parking and toll costs for which receipts are presented, reimbursed at the current IRS rate for mileage if his personal auto is utilized and compensated \$20.00 per meal. A form provided by the Town, which verifies that an officer was out-of-town on official police business, shall be a sufficient record for payroll purposes. It is understood that this section shall not apply to an officer who volunteers for a long term out-of-town assignment. For purposes of this section only, "long term" shall mean in excess of a period of two (2) months.

Section 2. When an employee is required to travel in excess of 180 miles for departmental business and/or training, the Town will be responsible for the cost of overnight accommodations for that person,

Section 3. Part-time officers are entitled to the protections of this Article.

ARTICLE 21 PROMOTIONS

Section 1. Promotions to the position of Inspector, Captain, Lieutenant, Sergeant and Detective shall be made on the following basis:

Upon notice received by the Town or the Department that an officer is to retire, the Town shall, within ninety (90) days of such notification, hold the written and oral examinations and promote therefrom if such vacancy exists within that time. If the vacancy does not exist within that ninety (90) day period, then it shall be filled from that list immediately upon the effective date of the retirement. There shall be a minimum score of seventy percent (70%) for any of the below listed areas of the promotional examination process. If no employee attains the seventy percent (70%) threshold, the Town will retest as soon as practicable.

50% of final score to be based on a written examination given by an agency mutually agreed upon between the Town and the Union.

35% of final score to be based upon an oral examination administered by three police officers of Towns or Cities no less than 10 miles from the borders of the Town of Seymour or mutually agreed between the Town and the Union. These officers shall be of at least one rank higher than the position the examination is being held for and shall be selected by the testing agency.

15% of final score to be based upon the average of two performance evaluations completed by the Police Chief and Deputy Chief.

One-half (1/2) point shall be added to the employee's overall score for each full year of service as a full-time officer.

Section 1A. Any promotion made below the rank of Deputy Chief shall be made from within the Seymour Police Department.

Section 2. The Town shall be required to promote an employee from among the three (3) employees who score highest on the examination. In the event that less than three (3) employees are eligible in accordance with Section 4 of this Article, they must still take the promotional exam, and the promotion must still be made in accordance with Section 4. The promotional list shall be viable for one (1) year from the date it is posted.

Section 3. An officer shall have three (3) years of service as of the date of the examinations as a regular patrol officer in the ranks of the Seymour Police Department before that officer shall be eligible for the examination and promotion to Detective or Sergeant. An officer shall have first attained the rank of Detective or Sergeant before he is eligible for the examination and promotion to the position of Lieutenant and/or Inspector.

Section 4. The Town of Seymour shall be responsible to provide and pay the entire cost of all examinations.

Section 5. Promotional Exams Procedure:

- (A) Job Descriptions based on the duties and responsibilities of officers currently employed in the ranks being tested for shall be developed.
- (B) An agency mutually agreed upon by the Town and the Union shall then furnish examination plans for each position being tested for. The Chief of Police or his designee and the agreed upon agency shall review these plans and amend any information not deemed adequate.
- (C) Study Guides shall be issued to all candidates eligible for promotion no later than thirty (30) days prior to the test which announcement shall be posted on the Department bulletin board at least thirty (30) days prior to the date of the written examination.

(D) A monitor shall be selected and hired to administer these exams. That person will also be responsible for all completed test materials.

Section 6. Any part-time officer who applies for and takes the test for a full-time position with the Town will have one-half point for each year of service as a part-time officer with the Town added to his/her final score.

ARTICLE 22 GENERAL PROVISIONS

Section 1. All members shall be provided with a current identification card free of charge during their employment with the Town of Seymour Police Department.

Section 2. The Town shall repair or replace personal clothing up to \$250; personal jewelry, including watches and rings up to \$100; the full cost of eye glasses; and the full cost of dentures that are damaged and destroyed in the line of duty, except when caused by the neglect of the Officers.

Section 3. The Town shall make available, free of cost, Hepatitis B shots to all employees.

Section 4. Departmental Funeral Details shall be created by issuing a general notice by requesting volunteers.

Section 5. If any article or section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other articles and sections which shall remain valid.

Section 6. Effective July 1, 2015, an employee who has earned a college degree from an accredited college or university, either prior to or after being hired by the Seymour Police Department, shall receive a lump sum payment on or about December 1st of each year in the following amounts:

| | |
|-------------------|----------|
| Associates degree | \$ 500 |
| Bachelor's degree | \$ 1,000 |
| Master's degree | \$ 1,500 |
| Doctorate degree | \$ 2,500 |

Section 7. All books and pamphlets used in the Department In-service Training Program shall be provided by the Town at no cost to the members attending. However, all such articles issued or not used up, as the case may be, must be returned upon request by the Town.

Section 8. The Town guarantees Union officers and delegates a maximum of seventy-two (72) hours of time off with pay annually to attend meetings, conferences, and conventions, provided that at no time shall more than two (2) employees of the Department be granted this privilege. Union officers and delegates that attend meetings, conferences and conventions beyond the guaranteed seventy-two (72) hours of time off with pay annually, shall be allowed to use holiday or vacation time to attend such meetings, conferences, and conventions.

Section 9. It is expressly agreed that should any conflicts arise between the language and terms of this Agreement and either the Rules and Regulations of the Board of Police Commissioners or the Town Charter, this Agreement shall take precedence,

Section 10. The President of the Union or his designee shall be permitted to attend all negotiating sessions if he is scheduled to be on duty at a time such negotiations are to be held between the Town and the Union

Section 11. The Chief shall provide space for the Union to have a bulletin board located in the Police Department for posting of notices concerning Union business and activity.

Section 12. The Chief or Deputy Chief shall provide copies of up-to-date department rules, regulations, and special orders to the Seymour Police Union President and members of the bargaining unit.

Section 13. Each employee shall, upon notice to the Town, have a right to review everything in his personnel file, or any other file kept by the Town, regarding said officer. If the employee believes their personnel file contains information that is not accurate or complete, the employee will have the opportunity, within a reasonable time, to submit written comments that will be included in their personnel file. All complaints against an officer which are in the file for three (3) months, and no action is taken against such officer, shall be considered as unfounded and not be available for use against that officer at a future date. Disciplinary actions against that officer which are not upheld shall be removed from the personnel file and placed in the Internal Affairs files with said disposition designated. Notations of suspensions or termination shall always remain as a permanent record in the employee's personnel file. Written reprimands shall remain on file for two (2) years. The two (2) years for all written reprimands in the file will commence on the date received. If a second written reprimand is given during the two (2) year period, both written reprimands will stay on file for two (2) years commencing on the date of receiving the second written reprimand. After the two (2) years, the record of the written reprimand shall be removed from the personnel file and placed in the department file, with a letter attached designating the reprimand as no longer available for use.

Section 14. Each employee shall be required annually to qualify in firearms training within no more than two (2) sessions, on Towns time, at which times the Town shall supply and pay for the ammunition. However, if the employee fails to qualify within the first two (2) sessions, he must qualify within six (6) months thereafter on his own time and supply and pay for his own ammunition. It is understood there is no limit in the number of attempts to qualify at each session. It shall be the responsibility of each employee to maintain his/her qualification.

Section 15. Performance evaluations shall be completed annually by the Department.

Section 16. Once a year during the month of September, the Town will offer and administer, at the employee's option, a physical fitness evaluation. The date of said test shall be posted with at least 60 days' notice. Whenever possible, the evaluation shall be conducted in the Department's weight room and at the Seymour High School track athletic complex. A Union rep will work with the Town for purposes of organization and administration. The evaluation shall apply the Cooper Standards (Appendix F attached). Those employees successfully meeting said standards will be paid the sum of \$300. This section is to encourage employees to maintain physical fitness and is not to be utilized to evaluate fitness for duty. The annual tests are not mandatory, and injuries sustained by an employee while voluntarily taking such a physical fitness

test shall not be covered by workers' compensation.

ARTICLE 23 **ASSIGNMENT TO SPECIALIZED POSITIONS**

Section 1. This Article provides the procedure for the assignment of Police Officers to the specialized positions of any task force, Statewide Narcotics, K-9 Officer, School Resource Officer, Field Training Officer (FTO), and Community Police Officer.

Section 2. Such assignments shall be made at the discretion of the Chief of Police in accordance with the following procedure:

(A) The opportunity for assignment to a specialized position will be posted on the departmental bulletin board and qualified volunteers will be sought;

(B) The applicants will complete any specialized testing or training required of the position;

(C) All applicants will be interviewed by the Chief of Police, the Chairman of the Board of Police Commissioners and any supervisor in the bargaining unit.

Section 3. Police Officers assigned to any task force or Statewide Narcotics will receive the Detectives' rate of pay during their assignment, except while working extra duty. Assignment shall be for a two-year period. The officer shall receive one and one half (1 1/2) hours of compensatory time off for every hour of work over forty (40) hours in a workweek or eight (8) hours in a day. Any work in Seymour shall pay overtime as set forth in Article 10. An employee shall not exceed ninety (90) hours of accumulated comp time without approval of the Chief or his designee. Comp time must be utilized prior to returning to duty at the Seymour Police Department, unless otherwise prevented by an emergency. In that event, an employee shall be paid for the unused accumulated comp time.

Section 4. The K-9 Officer position shall be a patrol person, with two years of experience at the Seymour Police Department and shall serve unless or until the dog is rendered unfit. The K-9 Officer shall bid for his/her shift in accordance with Article 13. The K-9 Officer shall have an hour per day, during his/her regular eight-hour shift, to take care of the dog and the vehicle. The K-9 officer is eligible for overtime on the same basis as other patrol officers. The Canine Officer shall be compensated with two (2) hours of overtime pay at time and one half (1 1/2) his straight time rate a week to cover the care of the dog on his or her days off which shall not be added to his/her accumulated overtime hours. The Town will pay for food and veterinary costs, necessary training and insurance coverage. The Town owns the dog; the dog shall live at the K-9 officer's residence. The Town shall provide a vehicle when available.

Section 5. To qualify as an FTO, an officer must have a minimum of three (3) years of service with the Seymour Police Department or, in the case of a lateral transfer, be certified as an FTO at the time of hire. A FTO shall be paid a premium of \$1.50 per hour when training a probationary officer assigned to the FTO. In addition to the premium, each primary FTO will receive one (1) day of compensatory time for each FTO assignment.

ARTICLE 24 SHIFT SWAPPING

Officers and detectives shall be able to swap shift assignments within their respective division on a one-to-one basis in or outside the same workplace with the approval of each affected shift Lieutenant or Inspector.

The officers and detectives involved in the swaps understand that an officer or detective who is caused to work over forty (40) hours in one workweek or over eight (8) hours in a day by substituting for another officer or detective; or swapping shifts will not have that time counted as hours worked for overtime purposes, provided the substitution or shift swapping is on a voluntary basis.

If an officer or detective fails to show to work as designated in the swap agreement, the officer or detective that failed to report will have the privilege of swapping shifts revoked for six (6) months and the officer or detective who was regularly scheduled to work shall be docked the eight (8) hours pay.

In the event of an ordering in situation, the seniority of the officer or detective regularly scheduled to work shall be assumed by the officer or detective working the swapped shift.

ARTICLE 25 LONGEVITY

Section 1. Employees shall receive annually a special payment in recognition of longevity of service. In the pay period immediately following an employee's anniversary of completed years of regular, full-time service, each employee shall receive a payment equal to the following percentage of the employee's then current annual base compensation:

| <u>Completed Years</u> | <u>Percentage</u> |
|---------------------------------------|-------------------|
| At least 3 years, less than 8 years | 1.6% |
| At least 8 years, less than 12 years | 1.85% |
| At least 12 years, less than 17 years | 2.1% |
| At least 17 years, less than 22 years | 2.6% |
| More than 22 years | 3.1% |

Section 2. Years of service shall be computed from the date of employment.

Section 3. Longevity payment shall be made by check separate from an employee's regular paycheck.

Section 4. To be eligible for longevity payments, an employee must have been certified as a full-time police officer on or before July 1, 2015. Employees who are certified as full-time police officers after July 1, 2015 shall not be entitled to longevity payments.

ARTICLE 26
ALCOHOL AND DRUG FREE WORKPLACE AND DRUG TESTING

Section 1. ALCOHOL AND DRUG FREE WORKPLACE POLICY

PURPOSE

The purpose of this policy is to establish a workplace which is free of the negative effects of alcohol and drug abuse. By accomplishing this task, the Town also seeks to ensure a safer, more healthy working environment for all employees and to reduce absenteeism, tardiness, and other job performance problems, which may be caused by alcohol and drug abuse. This policy is adopted in accordance with the Drug Free Workplace Act.

STATEMENT OF THE POLICY

Employees shall not be involved with the unlawful manufacture, distribution, possession, or use of an illegal drug, controlled substance, or alcohol, on or off Town premises, while conducting Town business. Any employee who discovers illegal drugs on Town premises shall notify the Chief who shall investigate the matter and notify appropriate Town officials.

If an employee is convicted under a criminal drug statute for violations occurring while on Town business, s/he must report it to the Chief within five (5) days after the conviction, The Town shall notify any federal agency awarding a grant to the Town, which requires notification, of such conviction, within ten (10) days thereafter. The Employer shall meet with the employee and representative before taking any further action.

Employees shall only use prescription drugs on Town premises which have been prescribed by a licensed medical practitioner, and such drugs shall be used only as prescribed.

An employee shall, not consume alcohol on or off Town premises, unless approved by the employer, [Christmas party, etc.] while conducting Town business. An employee who is on duty shall not be under the influence of alcohol,

Violations of this policy may result in discipline if the employee does not agree to enter the EAP or does not successfully complete the program established by the EAP.

EMPLOYEE ASSISTANCE

In most circumstances, the Town shall provide an employee with an opportunity for rehabilitation in overcoming addiction to, dependence upon, or other problems with alcohol or drugs.

An employee who feels he or she has developed an addiction to, dependence upon, or other problems with alcohol or drugs, is encouraged to seek assistance. Certain benefits for alcoholism or drug addiction are provided under the Town's group medical insurance plan. An employee will be given the opportunity to participate in a rehabilitation program which requires absence from

work for bona fide treatment. Such absence may be charged to the employee's accrued and unused sick leave, subject to the provisions of the employee's collective bargaining agreement or the Town's Personnel Rules and Regulations, as applicable. The Employer shall make reasonable accommodations.

Any request for assistance with a drug or alcohol problem will be treated as confidential.

Employees of the Police Department shall be enrolled in the POST Program.

Section 2. The Police Chief or Deputy Chief may require an officer who is on duty to submit to a urinalysis drug test where the Police Chief or Deputy Chief has reasonable suspicion that the employee is under the influence of drugs or alcohol which adversely affects or could adversely affect the officer's job performance, but the Department may not take any adverse personnel action against the officer on the basis of a positive urinalysis drug test unless the Department has given the employee a urinalysis drug test, utilizing a reliable methodology, which produced a positive result and such positive test result was confirmed by second urinalysis drug test, which was separate and independent from the initial test, utilizing the gas chromatography and mass spectrometry methodology. The Department will require prospective employees to submit to urinalysis drug tests utilizing the methodology set forth above. The results of any such test shall be confidential and shall not be disclosed by the Department unless the positive result is the basis of disciplinary action against an officer. Otherwise, the result of a urinalysis drug test shall be maintained along with the other employee medical records. The provisions of this section shall not be arbitrarily applied to discriminate or retaliate against an officer.

Section 3. Part-time officers are entitled to the protections of this Article.

ARTICLE 27 **TRAINING**

Section 1. Effective with the signing of this Agreement, any employee given training on his/her day off shall receive a minimum of four (4) hours pay at time and one-half the regular rate of pay. The Town shall provide all mandated training, certification and re-certification as required.

Section 2. Part-time officers are entitled to the protections of this Article.

ARTICLE 28 **DURATION AND RENEWAL**

Section 1. This Agreement may be altered or modified only by a mutually written agreement of the parties hereto.

Section 2. This Agreement shall be retroactive to the 1st day of July 2025 and shall continue in full force and effect until midnight on June 30, 2027, and from year to year thereafter unless written notice is served by either party to the Agreement not less than one hundred twenty (120) days prior to the expiration of this Agreement that modifications or changes be made in this Agreement in which case the parties shall negotiate a new Agreement and shall schedule a meeting within thirty (30) days for such purpose.

IN WITNESS WHEREOF, the parties have caused their names to be signed on the dates indicated below.

FOR THE TOWN OF SEYMOUR

BY:

Annmarie Drugonis
First Selectwoman

Date: 12/1/25

FOR THE SEYMOUR POLICE
UNION LOCAL #124, Fraternal
Order of Police (FOP)

BY:

Pat Ranahan #306
Union President

BY:

John #31
Union Vice President

Date: 11/24/25

APPENDIX A
JOB DESCRIPTION

STATE OF CONNECTICUT
POLICE OFFICER STANDARDS AND TRAINING COUNCIL
JOB DESCRIPTION

JOB TITLE: ENTRY-LEVEL POLICE OFFICER

GENERAL STATEMENT OF DUTIES: Under regular supervision, performs basic law enforcement duties in accordance with the mission, goals and objectives of an employing law enforcement agency and in compliance with governing federal, state and local laws.

ESSENTIAL FUNCTIONS AND TASKS:

A. Essential Function: Arrest and Detain Persons

Essential Tasks:

1. Advise persons of constitutional (Miranda) rights.
2. Apprehend and place juvenile offenders in custody.
3. Arrest persons with a warrant.
4. Arrest persons without a warrant.
5. Execute arrest warrants.
6. Plan and Organize service of arrest warrant.
7. Complete necessary forms and affidavits to obtain arrest warrants.
8. Request verification of warrants before execution.
9. Obtain arrest warrant and/or make proper return.
10. Exercise-discretion (choice) in selecting appropriate police action.
11. Fingerprint suspects or prisoners taken into custody.
12. Observe persons in custody to determine whether they are intoxicated or in medical distress, mentally ill, retarded, etc.
13. Take mentally deranged persons into custody for their own protection or that of others.
14. Contact mental health resource (program, facility, etc.) to obtain help for disturbed person.

15. Book persons in custody by completing arrest and related forms.
16. Check individual making bail for outstanding warrants.
17. Examine physical condition/appearance of prisoners and/or persons in- custody to assess need for medical attention.
18. Confer with prosecutor regarding or to obtain warrant authorization from judge.

B. Essential Function: Protect Crime Scene and Collect Evidence and Information

Essential Tasks:

1. Secure crime scene, i.e. establish security perimeter.
2. Analyze crime scene to determine need for specialist processing.
3. Collect evidence and property from crime scene.
4. Fill out, forms to document chain of custody of evidence.
5. Examine evidence from crime scene to determine-relevance.
6. Use drug test kit to test evidence.
7. Package (bag and tag) evidence.
8. Initial/Mark/Label evidence.
9. Initial/Mark/Label recovered property.

C. Essential Function: Enforce DUI/Traffic Laws and Investigate Traffic Accidents

Essential Tasks:

1. Administer field sobriety tests, e.g. Gaze NYSTAGAMUS, PBT, Standardized Field Sobriety Test, etc.
2. Arrest DUI or DWI suspects.
3. Complete DUI or DWI arrest reports.
4. Seize operator's license from motorist if blood-alcohol test is refused.
5. Inspect vehicles involved in accident to assess damage, cause, etc.
6. Search for and collect physical evidence at accident scene.
7. Control spectator access at scene of police incident.

8. Investigate accident to determine causes or factors contributing to an accident.
9. Collect facts of accident to determine charges.
10. Issue citation for violation in a traffic accident.
11. Determine point or area(s) of impact or point or area(s) of occurrence.
12. Hand sketch diagram of traffic accident.
13. Direct traffic at scene of accident investigation.
14. Follow agency procedures or state statutes to impound and inventory vehicles.
15. Identify and inter-view owners and - others involved in traffic accident.
16. Locate and interview witnesses to traffic accidents.
17. Use measuring device to measure traffic accident scene, e.g. skid marks, etc.
18. Assess need for and organize emergency assistance for traffic accident (e.g. wrecker, ambulance, sand truck).
19. Take measurements at a traffic accident scene (e.g., triangulation, baseline, etc.)
20. Arrest reckless operators.
21. Review/Consider facts of case and State Motor Vehicle Code to select most appropriate charge and/or enforcement action.
22. Make custodial traffic arrest.

D. Essential Function: Operate Patrol Vehicle

Essential Tasks:

1. Engage in high speed response driving in congested area.
2. Engage in high speed response driving off road.
3. Engage in high speed pursuit driving on open road.
4. Engage in high speed response driving on open road.
5. Operate patrol vehicle in driving rain.
6. Operate patrol vehicle on dirt/gravel covered road.
7. Operate patrol vehicle on ice/snow covered road.

8. Operate patrol vehicle at night.

E. Essential Function; Execute Motor Vehicle Stop

Essential Tasks:

1. Execute stop of motor vehicle and approach and talk to operator and passengers.
2. Observe operator's eyes, body movements, actions, etc. to evaluate his capability to operate vehicle.
3. Activate emergency equipment and direct violator vehicle out of moving traffic to execute traffic stop.
4. Direct offending vehicle out of moving traffic to execute felony stop.
5. Watch occupants of stopped vehicles to identify unusual or suspicious actions.
6. Execute felony motor vehicle stop.
7. Stop vehicles to investigate, warn or arrest occupants.

F. Essential Function: Conduct Search and Seizure

Essential Tasks:

1. Conduct full search of arrested persons.
2. Conduct frisk or pat down.
3. Handcuff suspects or prisoners.
4. Search automobile under independent probable cause.
5. Search automobile incident to arrest.
6. Conduct warrantless search of premises or property in hot pursuit, with or without consent, incident to arrest, etc.
7. Seize contraband, weapons and stolen property from suspects.

G. Essential Function: Use Physical Exertion/Force

Essential Tasks:

1. Restrain unruly or violent individuals, remove from public areas and effect arrest if necessary.
2. Break up fights between two or more persons.

3. Use holds or devices to control or take suspect down.
4. Subdue physically attacking person.
5. Use weaponless defense tactics.
6. Subdue person resisting arrest.
7. Grip person tightly to prevent escape/control movement.

8. Disarm violent armed suspect.

H. Essential Function: Use Deadly Force

Essential Tasks:

1. Participate in firearms training.
2. Carry authorized firearm when off duty.
3. Clean and inspect weapon.
4. Discharge firearm in low light conditions, e.g. at night, in darkened room, etc.
5. Discharge firearm at person.
6. Discharge firearm from protective cover position.
7. Draw weapon to protect self or third party.
8. Detain person at gun point.
9. Clear malfunction of various firearms.
10. Reload firearms under combat conditions.
11. Fire weapon in dark environment while using flashlight.
12. Discharge shoulder weapons, e.g. rifle, shotgun, etc.

I. Essential Function: Conduct Initial Investigation of Various Crimes and Events

Essential Tasks:

1. Administer cardio-pulmonary resuscitation (CPR).
2. Administer mouth-to-mouth -resuscitation.
3. Apply basic first aid to control bleeding.

4. Apply basic first aid -to -treat for amputations.
5. Apply basic first aid to treat for diabetic reaction.
6. Apply basic first aid to treat for electric shock.
7. Apply basic first aid to treat for gunshot wounds.
8. Apply basic first aid to treat for heart attack.
9. Apply basic first aid to treat for stabbing or puncture wounds.
10. Apply basic first aid for choking, e.g. Heimlich Maneuver.
11. Help evacuate areas endangered by explosive or toxic gases, liquids, or other spilled materials.
12. Place barricades on roadway to protect or secure area, vehicle, etc.
13. Recognize signs of suicide risk in prisoner/arrested person.
14. Talk with persons attempting to commit suicide to get them to delay or stop their attempt.
15. Use protective gear to prevent contact with infectious diseases, blood- borne pathogens, etc.
16. Put on and take off emergency protective gear; e.g. breathing apparatus, gown, gloves, etc.
17. Observe individual to recognize signs of mental illness.
18. Take control of publicly intoxicated/disruptive person.

J. Essential Function: Conduct Initial Investigation of Various Crimes and Events

Essential Tasks:

1. Interview complainants, witnesses, etc.
2. Listen closely to interviewee, suspect, etc. to ensure full understanding of person's words.
3. Conduct neighborhood canvas to collect-crime-related information.
4. Conduct intelligence activities, e.g. computer checks, backgrounds, on known or suspected offenders.
5. Conduct field or scene one-on-one "show-up" with victim or witness to identify a

suspect.

6. Talk with law enforcement personnel to obtain or provide assistance in investigations and to exchange information.
7. Interrogate/Interview suspects.
8. Recognize and define elements of individual criminal charges.
9. Conduct initial investigations of various criminal and non-criminal events.

K. Essential Function: Write and Read Reports and Other Documents

Essential Tasks:

1. Write in-depth narrative reports containing complete sentences and paragraphs (e.g., investigative reports, supplemental/follow-up reports).
2. Prepare arrest-related paperwork, e.g. Prosecutor's Report, Custody Form, Officer's Statement, etc.
3. Write down sworn confessions or other sworn statements from suspects, victims, and witnesses.
4. Describe in written form the location of physical evidence at scene.
5. Summarize in writing the statements of witnesses and complainants.
6. Read reports, legal papers, etc. to maintain knowledge of law enforcement work.
7. Read court and legal papers to determine meaning and proper law enforcement response, e.g. domestic violence orders, restraining orders, etc.
8. Read/Review warrants and affidavits to ensure completeness and accuracy.
9. Record in writing the circumstances related to issuance of traffic citation.
10. Conduct legal research in state and local laws, etc. to determine proper charges or practice.
11. Read and comprehend Department Policy and Procedure and apply same to law enforcement practices.
12. Fill out affidavits and reports to document citizen's complaint.
13. Write field notes to record actions, interviews, etc.

L. Essential Function: Present Evidence and Testimony

Essential Tasks:

1. Confer with prosecutor prior to testimony regarding case.
2. Read/Review case reports and notes to prepare for court testimony.
3. Present evidence and testimony in legal and administrative proceedings, e.g. Preliminary Hearing, Trial, Grand Jury, etc.

M. Essential Function: Intervene in and Resolve Human Relations Problems/Conflicts

Essential Tasks:

1. Intercede in-domestic disputes to resolve maintain peace, protect persons, etc.
2. Enforce restraining/protective order under Connecticut Domestic Violence Law,
3. Use voice and words to calm a situation, send message, etc.
4. Talk with families of juvenile suspects or defendants to advise, notify, counsel, etc.
5. Control hostile groups (e.g. demonstrators, rioters or bar patrons, social gatherings).
6. Speak confidently to project control, self assurance, etc.
7. Maintain control of oneself as many people speak to you simultaneously.
8. Maintain personal calm to prevent making situation worse.
9. Offer alternatives to resolve conflict between disputants.
10. Use body language to project control and influence situation.
11. Observe person's body language to assess attitude. intentions, etc.
12. Use voice commands to project control and direct action.

N. Essential Function: Perform General Patrol Duties

Essential Tasks:

1. Use flashlight, illuminated baton or hand signals to direct traffic.
2. Look for and identify suspect vehicle by color and description.
3. Observe moving vehicles to identify possible criminal activity, e.g. Drug Profile.

4. Look at insignias, tattoos, clothing and their colors to identify possible gang affiliation, criminal suspects, etc.
5. Inspect patrol vehicle for weapons and contraband (e.g., before and after prisoner transport)
6. Smell and investigate unusual odors.
7. Monitor department radio communications to stay aware of police activity.
8. Observe crowds at large gatherings (e.g., concerts, fairs, athletic events, strikes) to detect problems or illegal activity.
9. Perform law enforcement duties in all weather and temperatures.
10. Speak to hostile groups to quiet them.
11. Transport prisoners.
12. Describe persons to other officers (e.g. suspects, missing person).
13. Prepare request for emergency evaluation of individual.
14. Direct actions of law enforcement or public service personnel arriving to assist.
15. Guard arrested persons outside of detention facility.
16. Respond to and control scene involving barricaded subject.
17. Conduct field interview of suspicious person.
18. Investigate suspicious vehicle.
19. Maintain courteous relationship with citizens to foster positive relationship.
20. Behave in a positive and fair manner to develop and maintain trust relationship with citizenry.
21. Use police radio equipment to communicate.
22. Search for person in darkened building or environment.
23. Hold flashlight while performing various law enforcement duties.

EQUIPMENT LIST

EQUIPMENT USED TO PERFORM OR IN PERFORMANCE OF ESSENTIAL TASKS

1. Automobile
2. Body Armor (hidden vest, exterior vest)
3. Breathalyzer/Intoximeter
4. Business Directory
5. Pepper Spray
6. Car door lock opening device
7. Drug and Narcotic I.D. Field Kit
8. Side-handled baton, e.g. PR 24
9. Fire extinguisher agents
10. Gasoline Pump
11. Blood-borne pathogen protection equipment
12. First Aid Kit
13. Road Flares
14. Flashlight
15. Flexi-cuffs
16. Handcuffs
17. Hand-held police radio (Walkie-Talkie)
18. Manual traffic control device
19. Public Address System
20. Traffic Cones
21. Alley light
22. Radar unit

23. Semi-automatic pistol
24. Shotgun
25. Spotlight
26. Stationary computer terminal
27. Police vehicle radio equipment
28. Typewriter
29. Suspect ID camera
30. Print roller
31. Lights and sirens
32. Marking chalk
33. Rubber gloves
34. Tape measure
35. Battier tape
36. Ballistics body armor
37. Ammunition/magazine/clip
38. Weapon cleaning equipment
39. Fluorescent vest
40. Telephone equipment

APPENDIX B

VISION PLAN

Blue View Vision™

Town & BOE of Seymour Employees
Enrolled in the Medical Plan

July 1, 2020

Welcome to your Blue View Vision plan!

You have many choices when it comes to using your benefits. As a Blue View Vision plan member, you have access to one of the nation's largest vision networks. You may choose from many private practice doctors, local optical stores, and national retail stores including LensCrafters®, Target Optical®, and most Pearle Vision® locations. You may also use your in-network benefits to order eyewear online at Glasses.com and ContactsDirect.com. To locate a participating network eye care doctor or location, log in at anthem.com, or from the home page menu under Care, select Find a Doctor. You may also call member services for assistance at 1-866-723-0515.

Out-of-Network – If you choose to, you may instead receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement up to your maximum out-of-network allowance.

Anthem 

| YOUR BLUE VIEW VISION PLAN BENEFITS | IN-NETWORK | OUT-OF-NETWORK | FREQUENCY |
|--|---|---|---------------------------------|
| Routine Eye Exam | | | |
| A comprehensive eye examination | \$0 copay | Up to \$80 allowance | Once every calendar year |
| Eyeglass Frames | | | |
| One pair of eyeglass frames | \$82 allowance, then 20% off any remaining balance | Up to \$82 allowance | Once every calendar year |
| Eyeglass Lenses (instead of contact lenses) | | | |
| One pair of standard plastic prescription lenses: | | | |
| o Single vision lenses | \$10 copay | Up to \$78 allowance | Once every calendar year |
| o Bifocal lenses | \$10 copay | Up to \$160 allowance | |
| o Trifocal lenses | \$10 copay | Up to \$190 allowance | |
| o Lenticular lenses | \$10 copay | Up to \$215 allowance | |
| Eyeglass Lens Enhancements | | | |
| When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost | | | |
| o Transitions® Lenses (for a child under age 19) | \$0 copay | No allowance when obtained out-of-network | Same as covered eyeglass lenses |
| o Standard polycarbonate (for a child under age 19) | \$0 copay | | |
| o Factory scratch coating | \$0 copay | | |
| Contact Lenses (instead of eyeglass lenses) | | | |
| Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period. | | | |
| o Elective conventional (non-disposable) | \$160 allowance, then 15% off any remaining balance | Up to \$160 allowance | |
| OR | | | |
| o Elective disposable | \$160 allowance (no additional discount) | Up to \$160 allowance | Once every calendar year |
| OR | | | |
| o Non-elective (medically necessary) | Covered in full | Up to \$210 allowance | |

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care doctor from your medical network. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. This benefit overview is only one piece of your entire enrollment package.

EXCLUSIONS & LIMITATIONS (not a comprehensive list – please refer to the member Certificate of Coverage for a complete list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amount. Amounts in excess of covered vision expense.

Sunglasses. Plastic sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plastic lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM BLUE VIEW VISION IN-NETWORK PROVIDERS ONLY

In-network Member Cost
(after any applicable copay)

Retinal Imaging - at member's option can be performed at time of eye exam

Not more than \$39

Eyeglass lens upgrades

When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

| | |
|--|----------------------|
| <input type="radio"/> Transitions lenses (Adults) | \$75 |
| <input type="radio"/> Standard Polycarbonate (Adults) | \$40 |
| <input type="radio"/> Tint (Solid and Gradient) | \$15 |
| <input type="radio"/> UV Coating | \$15 |
| <input type="radio"/> Progressive Lenses ¹ | |
| <input type="radio"/> Standard | \$55 |
| <input type="radio"/> Premium Tier 1 | \$85 |
| <input type="radio"/> Premium Tier 2 | \$95 |
| <input type="radio"/> Premium Tier 3 | \$110 |
| <input type="radio"/> Premium Tier 4 | \$175 |
| <input type="radio"/> Anti-Reflective Coating ² | |
| <input type="radio"/> Standard | \$45 |
| <input type="radio"/> Premium Tier 1 | \$57 |
| <input type="radio"/> Premium Tier 2 | \$68 |
| <input type="radio"/> Premium Tier 3 | \$85 |
| <input type="radio"/> Other Add-ons | 20% off retail price |

Additional Pairs of Eyeglasses

Any time from any Blue View Vision network provider.

| | |
|---|----------------------|
| <input type="radio"/> Complete Pair | 40% off retail price |
| <input type="radio"/> Eyeglass materials purchased separately | 20% off retail price |

Eyewear Accessories

| | |
|---|----------------------|
| <input type="radio"/> Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc. | 20% off retail price |
|---|----------------------|

Contact lens fit and follow-up

A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.

| | |
|--|----------------------|
| <input type="radio"/> Standard contact lens fitting ³ | Up to \$55 |
| <input type="radio"/> Premium contact lens fitting ⁴ | 10% off retail price |

Conventional Contact Lenses

| | |
|--|----------------------|
| <input type="radio"/> Discount applies to materials only | 15% off retail price |
|--|----------------------|

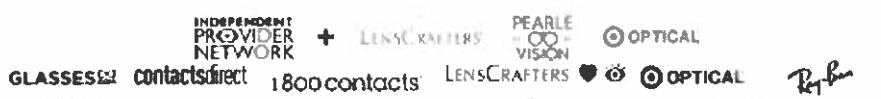
¹ Please ask your provider for his/her recommendation as well as the available progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the available coating brands by tier.

³ Standard fitting includes spherical clear lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴ Premium fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

Discounts are subject to change without notice. Discounts are not "covered benefits" under your vision plan and will not be listed in your certificate of coverage. Discounts will be offered from in-network providers except where state law prevents discounting of products and services that are not covered benefits under the plan. Discounts on frames will not apply if the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Some of our in-network providers include:



ADDITIONAL SAVINGS AVAILABLE THROUGH ANTHEM'S SPECIAL OFFERS PROGRAM*

Savings on items like additional eyewear after your benefits have been used, non-prescription sunglasses, hearing aids and even LASIK laser vision correction surgery are available through a variety of vendors. Just log in at anthem.com, select discounts, then Vision, Hearing & Dental.

* Discounts cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose to receive covered services or purchase covered eyewear from an out-of-network provider, network discounts will not apply and you will be responsible for payment of services and/or eyewear materials at the time of service. Please complete an out-of-network claim form and submit it along with your remitted receipt to the fax number, email address, or mailing address below. To download a claim form, log in at anthem.com, or from the home page menu under Support select Forms, click Change State to choose your state, and then scroll down to Claims and select the Blue View Vision Out-of-Network Claim Form. You may instead call member services at 1-866-723-0515 to request a claim form.

To Fax: 866-293-7373
 To Email: oondame@eyewearspecialoffers.com
 To Mail: Blue View Vision
 Attn: OON Claims
 P.O. Box 8504
 Mason, OH 45040-7111

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Blue View Vision F2 2007

APPENDIX C
HDHP PLAN SUMMARY

Your summary of benefits



Anthem Blue Cross and Blue Shield, Seymour Town and BOE HSA Police

Your Plan: Anthem Century Preferred PPO GHSA \$2000/0%/\$4000

Your Network: Century Preferred Plan # 2 NO Rx copays

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

| Covered Medical Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|--|--|---|
| Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i> | \$2,000 person / \$4,000 family | |
| Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out-of-pocket maximum.</i> | \$2,000 person / \$4,000 family | \$4,000 person / \$8,000 family |
| Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i> | No charge | 20% coinsurance after deductible is met |
| Doctor Home and Office Services | | |
| Primary care visit to treat an injury or illness | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Specialist care visit | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |

Your summary of benefits

| Covered Medical Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|--|--|--|
| Routine Prenatal Care | No Charge | 20% coinsurance after deductible is met |
| Routine Postnatal Care | No Charge | 20% coinsurance after deductible is met |
| Other practitioner visits: Retail health clinic | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com)</i> | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Acupuncture <i>Covered</i> | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Other services in an office: Allergy testing Chemo/radiation therapy Dialysis/Hemodialysis Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i> | 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met | 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met |

Your summary of benefits

| Covered Medical Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|--|--|---|
| Diagnostic Services | | |
| Lab: Office | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Freestanding/Site-of-Service Lab | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Outpatient Hospital | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| X-ray: Office | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Freestanding/Site-of-Service Radiology Center | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Outpatient Hospital | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Advanced Diagnostic Imaging: <i>Imaging services include MRI, MR-4, C-4T, CT-4, PET, and SPECT scans</i> | | |
| Office | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Freestanding/Site-of-Service Radiology Center | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Outpatient Hospital | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |

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Your summary of benefits

| Covered Medical Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|--|--|---|
| Emergency and Urgent Care | | |
| Urgent Care | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Emergency Room Facility Services | 0% coinsurance after deductible is met | Covered as In-Network |
| Emergency room doctor and other services | 0% coinsurance after deductible is met | Covered as In-Network |
| Ambulance Transportation | 0% coinsurance after deductible is met | Covered as In-Network |
| Outpatient Mental Health and Substance Use Disorder | | |
| Doctor office visit and Online Visit | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Facility visit: Facility fees: | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Doctor Services | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Outpatient Surgery | | |
| Facility fees: | | |
| Hospital | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Freestanding Surgical Center | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |

Your summary of benefits

| Covered Medical Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|--|--|---|
| Doctor and other services | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services): | | |
| Facility fees (for example, room & board) | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Doctor and other services | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Recovery & Rehabilitation | | |
| Home health care | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| <i>Coverage is limited to 200 visits per benefit period (80 of these visits can be Home Health-Aide visits). Limit is combined In-Network and Non-Network.</i> | | |
| Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic): | | |
| Office | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network.</i> | | |
| Outpatient hospital | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network.</i> | | |

Your summary of benefits

| Covered Medical Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|---|--|---|
| Cardiac rehabilitation Office | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i> | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Hospice | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i> | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |
| Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i> | 0% coinsurance after deductible is met | 20% coinsurance after deductible is met |

Your summary of benefits

| Covered Prescription Drug Benefits | Cost if you use an In-Network Provider | Cost if you use a Non-Network Provider |
|---|--|--|
| Pharmacy Deductible | Combined with medical deductible | Combined with medical deductible |
| Pharmacy Out of Pocket | Combined with medical out of pocket maximum | Combined with medical out of pocket maximum |
| Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 34-day supply is available at a Retail Pharmacy. A 100 day supply is available through Home Delivery.</i> | | |
| Tier 1 - Typically Generic <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i> | 0% coinsurance after deductible is met (retail and home delivery). | 20% coinsurance after deductible (retail and home delivery). |
| Tier 2 – Typically Preferred Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i> | 0% coinsurance after deductible is met (retail and home delivery). | 20% coinsurance after deductible (retail and home delivery). |
| Tier 3 - Typically Non-PREFERRED Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i> | 0% coinsurance after deductible is met (retail and home delivery). | 20% coinsurance after deductible (retail and home delivery). |

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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Questions: Visit us at www.anthem.com

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Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:
If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (844) 682-6553.

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.

(TTY/TDD: 711)

Arabic (العربية) إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة و المعلومات بلغتك دون مقابل. للتحدث إلى مترجم، احصل على (844) 682-6553.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք առանձ օգնություն և տեղեկատվություն ձեր լեզվով թարգմանի հետ խռուելու համար զանազաներեց հետևյալ հեռախոսահամարով (844) 682-6553.

Chinese(中文)：如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (844) 682-6553。

Farsi (فارسی) : در صورتی که مخاطلی بپردازید این متن دارای رای دارید که اطلاعات را کمک را بدون هیچ درزیت ای به زبان مادری نشان دهیگفت کنید. برای گفتگو با یک مترجم مفهومی، یا فنار، (844) 682-6553 را بگیرید.

French (Français) : Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète,appelez le (844) 682-6553.

Haitian Creole (Kreyòl Ayisyen) : Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou swenn èd ak enfomasyon nan lang on gratis. Pou pale ak yon entepret, rele (844) 682-6553.

Italian (Italiano) : In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiama il numero (844) 682-6553.

Japanese (日本語) : この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受ける権利を得る権利があります。通訳と話すには、(844) 682-6553 にお電話ください。

Korean (한국어) : 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (844) 682-6553로 문의하십시오.

Navajo (Diné) : Dii naaltsoos bika'igii tahgo bina'idiikidgo na bohoneyedza díóó bee ahóot'i' t'áá ni nizáad k'ehj bee nił hodoonih t'áadoo báhj illinigóó. Ala' halné'igii la' bich'í' hadeeddzih níinizingo ko'í hodilnih (844) 682-6553.

Language Access Services:

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem zadzwoń pod numer: (844) 682-6553.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਵਾਲੇ ਕੋਈ ਸਵਾਲ ਹੋਏ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਈ ਮਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਹਾਂ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਵਿੱਚ ਦੁਕਾਨੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (844) 682-6553 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (844) 682-6553.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (844) 682-6553.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at imformasyon sa ibong wika nang walang bayad. Makipag-usap sa isang tagapagpalwanag, tawagan ang (844) 682-6553.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (844) 682-6553.

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, HHS 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 D DENTAL PLAN

Summary of Benefits
Anthem Dental Essential Choice
Town of Seymour - Police Plan
Anthem Dental Complete Network



WELCOME TO YOUR DENTAL PLAN!

Regular dental checkups can help find early warning signs of certain health problems, which means you can get the care you need to get healthy. So, don't skimp on your dental care; good oral care can mean better overall health!

Powerful and easily accessible member tools

- Ask a Hygienist: Dental members can simply email their dental questions to a team of licensed dental professionals who in turn will respond in about 24 hours.
- Dental Health Risk Assessment: We want our dental members to better understand their oral health and their risk factors for tooth decay, gum disease and oral cancer. This easy to use online tool can help them do this.
- Dental Care Cost Estimator: In order to help our dental member better understand the cost of their dental care, we offer access to a user-friendly, web-based tool that provides estimates on common dental procedures and treatments when using a network dentist.
- More Capabilities: With our latest mobile application, Anthem Anywhere, members can find a network dentist as well as view their claims. It's available both for Android and Apple phones.

Dentists in your plan network

- You'll save money when you visit a dentist in your plan network because Anthem and the dentist have agreed on pricing for covered services. Dentists who are not in your plan network have not agreed to pricing, and may bill you for the difference between what Anthem pays them and what the dentist usually charges.
- To find a dentist by name or location, go to anthem.com or call dental customer service at the number listed on the back of your ID card.

Ready to use your dental benefits?

- Choose a dentist from the network
- Make an appointment
- Show the office staff your member ID card
- Pay any deductible or copay that is part of your plan

Need to contact us?

See the back of your ID card for who to call, write or email.

Your dental benefits at a glance

The following benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your policy.

| | In-Network | Out-of-Network |
|---|--|---------------------------|
| Annual Benefit Maximum - Per insured person D&P applies to Annual Maximum | Contract Year Unlimited Yes No/No | Unlimited Yes No/No |
| Annual Maximum Carryover / Carry in | | |
| Orthodontic Lifetime Benefit Maximum - Per eligible insured person | \$1,000 | \$1,000 |
| Annual Deductible (Does not apply to Orthodontic Services) - Per insured person/Family maximum | Contract Year \$50/3X Individual Yes | \$50/3X Individual Yes |
| Deductible Waived for Diagnostic/Preventive Services | | |
| Out-of-Network Reimbursement: | 85th percentile | |

Anthem BCBS is the trade name for Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.



| Dental Services | In-Network Anthem Pays: | Out-of-Network Anthem Pays: | Waiting Period |
|---|--|--|---|
| Diagnostic and Preventive Services | | | |
| <ul style="list-style-type: none"> Periodic oral exam Teeth cleaning (prophylaxis) Bitewing X-rays Full-mouth or Panoramic X-rays Fluoride application Sealants Space Maintainers | <ul style="list-style-type: none"> 2 per 12 months 2 per 12 months, w/periodontal maintenance 2 sets per 12 months 1 per 36 months 2 per 12 months, through age 18 1 per 30 months, through age 18 1 per lifetime through age 18; posterior teeth | <ul style="list-style-type: none"> 100% Coinsurance 100% Coinsurance | <ul style="list-style-type: none"> No Waiting Period |
| Basic Services | 80% Coinsurance | 80% Coinsurance | No Waiting Period |
| <ul style="list-style-type: none"> Consultation (second opinion) Amalgam (silver-colored) Filling Composite (tooth-colored) Filling posterior (back) fillings covered as composites Brush Biopsy (cancer test) | <ul style="list-style-type: none"> 1 per 12 months 1 per tooth per 24 months 1 per tooth per 24 months Covered, 1 per 12 months; all ages | | |
| Endodontics (Non-Surgical) | 80% Coinsurance | 80% Coinsurance | No Waiting Period |
| Root Canal and retreatments | 1 per tooth per lifetime | | |
| Endodontics (Surgical) | 80% Coinsurance | 80% Coinsurance | No Waiting Period |
| Apicoectomy and apexification | 1 per tooth per lifetime | | |
| Periodontics (Non-Surgical) | 80% Coinsurance | 80% Coinsurance | No Waiting Period |
| <ul style="list-style-type: none"> Periodontal Maintenance Scaling and root planing | <ul style="list-style-type: none"> 4 per 12 months; w/teeth cleaning 1 per quadrant per 24 months | | |
| Periodontics (Surgical) | 80% Coinsurance | 80% Coinsurance | No Waiting Period |
| Penodontal Surgery (osseous, gingivectomy, graft procedures) | 1 per quadrant per 36 months | | |
| Oral Surgery (Simple) | 80% Coinsurance | 80% Coinsurance | No Waiting Period |
| Simple Extractions | 1 per tooth per lifetime | | |
| Oral Surgery (Complex) | 80% Coinsurance | 80% Coinsurance | No Waiting Period |
| Surgical Extractions | 1 per tooth per lifetime | | |
| Major (Restorative) Services | 50% Coinsurance | 50% Coinsurance | No Waiting Period |
| <ul style="list-style-type: none"> Crowns, onlays, veneers Cosmetic teeth whitening | <ul style="list-style-type: none"> 1 per tooth per 60 months Not Covered | | |
| Temporomandibular Joint Disorder (TMJ) | 50% Coinsurance | 50% Coinsurance | No Waiting Period |
| X-rays, splints, and surgical procedures including arthroscopy and orthotic devices | Not Covered | | |
| Prosthodontics | 50% Coinsurance | 50% Coinsurance | No Waiting Period |
| <ul style="list-style-type: none"> Dentures and bridges Dental implants | <ul style="list-style-type: none"> 1 per tooth per 60 months Not Covered | | |
| Prosthodontic Repairs/Adjustments | 80% Coinsurance | 80% Coinsurance | No Waiting Period |
| <ul style="list-style-type: none"> Crown, denture, bridge repairs Denture and bridge adjustments | <ul style="list-style-type: none"> 1 per 12 months, 6 months after placement 2 per 12 months, 6 months after placement | | |
| Orthodontic Services | 50% Coinsurance | 50% Coinsurance | No Waiting Periods |
| Adults & Dependent Children | | | |

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Additional Services and Programs

Anthem Whole Health Connection -Dental

- For members with certain health conditions, additional dental benefits are available without a deductible or waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable).

Accidental Dental Injury Benefit

- Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, member coinsurance, or waiting periods apply.

Extension of Benefits

- Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered.

International Emergency Dental Program

- Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, member coinsurance, or waiting periods and won't reduce the member coverage year annual maximum (if applicable).

Additional Limitations & Exclusions

Below is a partial listing of non-covered services under your dental plan. Please see your policy for a full list.

Services provided before or after the term of this coverage - Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

Orthodontics (unless included as part of your dental plan benefits) including orthodontic braces, appliances and all related services

Cosmetic dentistry (unless included as part of your dental plan benefits) provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

Drugs and medications including intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Analgesic, analgesic agents, and anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services

Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan

Missing tooth clause of 24 months applies for the replacement of congenitally missing teeth or teeth lost prior to the coverage effective date for this plan

This is not a contract. It is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your certificate of coverage. In the event of a discrepancy between the information in this summary and the certificate of coverage, the certificate will prevail.

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APPENDIX E

MEMORANDUM OF AGREEMENT

Between the
Town of Seymour and the Seymour Police Union, Local #564 and Council 4

WHEREAS, the Town and the Union disagree regarding the interpretation of the post-retirement benefits provision of Article 17, Section 1(D); and

WHEREAS, the Union's position is that the original bargaining intent was that retiree group medical insurance provided by the Town from the date of retirement until age 65 would cover not only retirees and their eligible spouses but also eligible dependent children, and that such coverage includes dental and vision coverage; and

WHEREAS, the Town has been providing group medical insurance, including dental and vision coverage, to retired police officers, and their eligible spouses and children, notwithstanding the contractual language which states that retirees and/or spouses will retain the same medical coverage but does not expressly mention eligible dependent children; and

WHEREAS, the parties wish to resolve this disagreement and dispute;

NOW THEREFORE, the Town and the Union agree as follows:

1. The language of Section 1(D) shall apply to all employees hired prior to March 1, 2015 and shall be interpreted to mean that such retirees (if single coverage), and their eligible spouses and their eligible dependents (if two person or family coverage) will retain the same medical plan and coverage, including prescription coverage and any dental and vision coverage, they had on the day before the effective date of retirement until the retiree and/or spouse reaches the age of 65. Should said plan be a HDHP, the Town agrees to fund the HDHP in the same manner and in the same amount as it had on the day before the effective date of retirement. The Town will provide to retirees at and over the age of 65, and/or their eligible spouse when he/she reaches age 65, Blue Cross 65 High Option and Blue Shield 65-82, or if that plan is discontinued, the most comparable available Medicare supplement plan. Premiums for all retirees and any eligible spouse shall be paid in full by the Town. Retirees shall have no premium cost share during their retirement and will remain secure with the same policy throughout their retirement as they were covered by on day one of their retirement.

2. In exchange for the Town agreeing to the above interpretation, the parties agree that the following shall apply to all employees hired on or after March 1, 2015:

For employees hired on or after March 1, 2015 who reach age 55 or older, have a total of at least 25 years of service, and are eligible for and take Normal Retirement, the Town will provide the retiree only with the same group medical coverage, including prescription coverage but excluding any and all dental and vision coverage, provided to active employees until the retiree

reaches the age of 65. Retirees will be subject to the same plan changes made for active employees and will pay the same premium cost share as active employees. If the plan is a HDHP, the Town shall not fund any part of any HSA or HRA and shall not make any deductible contribution. If allowed under the plan or policy, an eligible spouse and the retiree's eligible dependent children may purchase the same group medical coverage as provided to the eligible spouses and dependent children of active employees, excluding dental or vision coverage, by paying the full amount of the premiums.

3. The provisions of Section 1(D) of Article 17 shall apply to all employees regardless of their date of hire who suffer a disabling in-the-line-of-duty injury and are granted a Disability Retirement. In addition, in the event that such a disabled retiree becomes employed after the effective date of his/her Disability Retirement and the employer offers group medical insurance to employees, their spouses and eligible dependent children, the retiree must obtain the group medical insurance coverage offered by the employer for as long as he or she remains employed and must notify the Town in writing of the new employment and their participation in the group medical insurance plan offered by the employer. While coverage is being provided by another employer, the Town will discontinue providing group medical insurance coverage to the retiree and his/her eligible dependents. Should said retiree leave employment with the successor employer, said retiree, his or her spouse, and his or her eligible dependent children, upon receipt of written notice thereof by the Town, shall have coverage through the Town reinstated in accordance with the parameters of Section 1(D) of Article 17 and the terms and conditions of the then applicable policy and plan. If a retiree secures employment with an employer that provides group medical insurance and the retiree fails to so notify the Town, the Town shall have the right to terminate the group medical insurance coverage provided to the retiree and/or his or her eligible dependents.

Signed and effective this ____ day of March, 2015.

THE TOWN OF SEYMOUR:

By: _____
W. Kurt Miller
First Selectman

THE SEYMOUR POLICE UNION LOCAL
#564, AFSCME, AFL-CIO

By: _____
Todd Romagna, Its President

By: _____
Representative, Council #4
AFSCME, AFL-CIO

APPENDIX F

The Cooper Institute Fitness Standards

The Cooper Institute Fitness Standards (Male 40%)

| Age | Push ups | Sit ups | 1.5 mile run |
|------------|-----------------|----------------|---------------------|
| 20-29 | 29 | 38 | 12:29 |
| 30-39 | 24 | 35 | 12:53 |
| 40-49 | 18 | 29 | 13:50 |
| 50-59 | 13 | 24 | 15:14 |
| 60 + | 10 | 19 | 17:19 |

Note: The Cooper Institute does not have established standards for males 19 ½ years of age in all categories; therefore, these applicants will be held to the 20-29 male standards.

The Cooper Institute Fitness Standards (Female 40%)

| Age | Push ups | Sit ups | 1.5 mile run |
|------------|-----------------|----------------|---------------------|
| 20-29 | 15 | 32 | 15:05 |
| 30-39 | 11 | 25 | 15:56 |
| 40-49 | 9 | 20 | 17:11 |
| 50-59 | 12 (m) | 14 | 19:10 |
| 60 + | 5 (m) | 6 | 20:55 |

Note: The Cooper Institute does not have established standards for females 19 ½ years of age in all categories; therefore, they will be held to the 20-29 female standards. **(m) – represents modified.