

TOWN OF WESTON

and

WESTON POLICE UNION, FRATERNAL ORDER OF POLICE, LODGE 041

July 1, 2025 through June 30, 2028

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## **PREAMBLE**

This Agreement entered into by the Town of Weston, hereinafter referred to as the Town, and the Weston Police Union, Fraternal Order of Police, Lodge 041, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union, while at the same time recognizing the obligations of both parties to the public.

## **ARTICLE I: RECOGNITION**

Section 1. The Town recognizes the Union as the sole bargaining agent for all uniformed and investigatory police employees working twenty hours or more per week, excluding the Chief of Police and Captain.

## **ARTICLE II: DUES DEDUCTIONS**

Section 1. The Town agrees to deduct Union membership initiation fees and, once each month, dues, from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made.

Section 2. These deductions will be made on the first payroll of each month as specified by the Town and agreed to by the Union.

Section 3. In the event an employee's pay on the first payroll week of the month is not sufficient to meet in full the deductions requested by the Union, the requested deductions need not be made until the first payroll week in which the employee's pay is sufficient to meet the requested deductions in full.

Section 4. When a member's dues are not deducted by reason of the conditions described in Section 3 of this Article or by reason of an extended absence from the Department, during which time he is not paid, and such member returns to active duty after one year the employee shall sign a new authorization form to reactivate the dues deduction.

Section 5. The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

**ARTICLE III:  
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 of the affairs of the Town and direction of the working forces, including but not limited to the following:

- (a.) to determine the organization and standards of Town services and to manage its operations;
- (b.) to determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;
- (c.) to establish or continue policies, practices and procedures for the conduct of Town business, and from time to time, to change or abolish such policies, practices, or procedures;
- (d.) to change processes or operations or to change their performance by employees;
- (e.) to select and to determine the number and types of employees required to perform the Town's operations;
- (f.) to ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by the employees; and
- (g.) the taking of all necessary actions to carry out its objectives in emergencies.

Section 2. The above rights, responsibilities and prerogatives are inherent in the Town Police Commission and Town by virtue of statutory provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure, including arbitration, in this Agreement. The Town shall notify the Union prior to making any changes that are mandatory subjects of bargaining and shall negotiate with the Union as to any impact upon request by the Union if such negotiations are required by law.

**ARTICLE IV:  
SENIORITY**

Section 1. The seniority rights of all members of the Department shall be based upon length of service in the Department and shall be determined from the day such member or members were officially appointed to the Department on a full-time basis.

Section 2. Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by their relative position on the entrance examination, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their scores on the entrance examination.

Section 3. Seniority shall not be broken by vacations, sick time, suspension of less than sixty (60) days duration, relieved from duty, or any authorized leave of absence or any call to military service for the duration as herein described.

Section 4. Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.

Section 5. Rank Seniority is defined as the total length of continuous service as a permanent appointee to a given rank.

#### **ARTICLE V: PROBATIONARY PERIOD**

Section 1. To enable the Board of Police Commissioners to exercise sound discretion in filling positions within the Police Department, no appointments to the classification of Police Officer shall be deemed final and permanent until the expiration of a period of a one (1) year probationary period. During the probationary period of any such employee, the Board of Police Commissioners may terminate the employment of such employee at its sole discretion without recourse to grievance or arbitration.

#### **ARTICLE VI: GRIEVANCE PROCEDURE**

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

Section 2. Definition: A grievance for the purposes of this procedure shall be considered to be employee or police union complaints concerned with:

1. Discharge, suspension, reduction in grade or rank, or other disciplinary action.
2. Interpretation and application of rules and regulations and policies of the Police Department.
3. Matters relating to the interpretation and application of the articles and sections of this Agreement.

Section 3. Procedure: Any employee may use this grievance procedure up to, but not including arbitration, with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may, at its discretion,

process the grievance from the next succeeding steps following that which the employee has utilized.

STEP ONE: Any employee who has a grievance shall reduce the grievance to writing within fifteen (15) calendar days of the event giving rise to the grievance and shall submit it to the Chief of Police. The Chief of Police shall arrange to meet with the grievant and/or the Union representative and use their best efforts to settle the dispute. The Chief of Police's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days (defined as Monday through Friday) of receipt of the grievance.

STEP TWO: If the complainant and/or his representative, if represented are not satisfied with the decision rendered by the Chief of Police, the employee and his representative shall submit the grievance in writing to the Chairman or Vice Chairman of the Board of Police Commissioners within ten (10) calendar days from receipt of the Chief of Police's decision and shall be available to meet the Commission at its next regular meeting after the date the grievance is filed with the Commission Chairman. The Police Commission shall render its decision within thirty (30) calendar days after the date of its meeting.

STEP THREE: If the Union is not satisfied with the decision rendered, the Union may within thirty (30) calendar days notify the Town that it intends to submit it to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon the Town and the Union, however, the arbitrator or arbitrators shall be limited to the express terms of this Agreement and shall have no authority to amend or modify the provisions of this Agreement. Only the Union shall have the authority to submit a grievance to arbitration.

Section 4. Mediation: The mediation services of the State Board of Mediation and Arbitration may be used in the third step negotiations provided both parties mutually agree on the desirability of this service.

Section 5. Meetings: If either of the parties related to the grievance process desire to meet for the purpose of oral discussion a meeting shall be required and scheduled not later than fifteen (15) calendar days after the receipt of the request.

Section 6. Recording of Minutes and Testimony: Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure at his own expense.

Section 7. Police Union as a Complainant: The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

Section 8. Time Extensions: Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

Section 9. Representation: All parties to any grievance shall have the right and choice of representation whenever representation is desired, at their own expense.

## **ARTICLE VII: DISCIPLINE AND DISCHARGE**

Section 1. Any non-probationary employee who may be subject to discharge, suspension, demotion, reduction in grade or rank, or other disciplinary action above a verbal or written warning shall, prior to the implementation of such action, be given a Disciplinary hearing as provided for in Section 2 of this Article.

Section 2. At all disciplinary hearings before the Board of Police Commissioners, or any authorized committee, all witnesses shall be sworn, mechanical recording equipment, or a stenographer may be used to record all testimony and the members of the Department being disciplined shall have the right and choice of representation. Such hearings shall be closed to the public, including the press. All records and testimony or minutes shall also be closed to the public.

Section 3. The employee facing departmental charges shall be provided with a written copy of such charges not later than ten (10) calendar days prior to any hearing. The employee shall also be provided with a copy of any written statement given by any person whom the Town Authority intends to call as a witness at such hearing. The Town Authority shall be provided with a copy of any written statement given by any person when the employee or Union intends to call as a witness at such hearing.

Section 4. The Town Authority shall conduct and complete disciplinary hearings and take disciplinary action, if any, within sixty (60) calendar days of notice from the occurrence of the event giving rise to disciplinary action or ninety (90) calendar days, whichever occurs first. This time limit may be extended upon mutual written agreement of the parties, and no time limit shall apply in a case where an employee is convicted of a crime. The accused shall receive a letter advising him/her of the disposition of his/her hearing not later than fifteen (15) calendar days after such hearing with a copy to the Union.

Section 5. Any employee who has been disciplined or discharged and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages.

Section 6. Any employee who may be found guilty of charges and subjected to punitive measures or discharged, which shall only be for just cause, shall have the right to appeal such decision as provided for in Article VI, Grievance Procedure, at Step Three.

Section 7. Employees under departmental charges shall have and enjoy the right of rescheduling their hearing within thirty (30) calendar days upon showing just cause.

Section 8. The Department shall have the authority to relieve from duty any employee, provided however, the employee shall receive his/her full pay for any such time that he/she is so relieved.

Section 9. The Chief of Police shall have authority to reprimand in writing or suspend any Police Officer from duty for up to three (3) consecutive working days as defined in Article VII, Section 1 without pay. Such action shall not be subject to hearing before the Board of Police Commissioners but shall be subject to the grievance procedure.

Any charge which would be in excess of the three (3) consecutive working days as defined in Article VII, Section 1 suspension would subscribe to the usual disciplinary procedure.

Section 10. In any matter of discipline both the charges as to guilt and the appropriateness of the disciplinary action may be cause for hearing or grievance. If, however, guilt of any of the below is proved, after hearing or by the parties confession thereof, the Board of Police Commissioners shall have the right to discharge the officer in question and only the question of guilt is open to hearing or grievance.

1. Conviction of a felony.
2. Failure to notify the Chief of an arrest.
3. Refusal to submit to a physical examination or allow the physician to give medical information to the Commission of such at examination, when ordered by the Chief, Acting Chief, or the Board of Police Commissioners provided however that any officer required to submit to a physical exam shall be paid his straight time hourly rate for the time so spent in taking such physical examination.
4. The willful falsification of pre-employment, employment medical records or the willful withholding of any substantive personal, medical, or previous employment history when making or filling out such application or history.

## **ARTICLE VIII: SICK LEAVE**

Section 1. Sick leave shall be considered to be the 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 Weston. When the employee is required to undergo medical, optical, or dental treatment, and only when this cannot be accomplished on off-duty hours.
- (b) When the illness of the employee's spouse or child under eighteen (18) years of age residing in his/her household requires his/her personal attendance, and a medical certificate supporting the illness and the necessity of the employee's attendance is furnished to the Chief of Police by such employee. Sick leave may also be used, subject to the same conditions, for the illness of a child between eighteen (18) and twenty one (21) years of age (inclusive) who is a full-time student, or a parent residing in the employee's household, with a limit of twelve (12) days per year for any such relatives.

## Section 2. Sick Leave Allowance

Each employee shall accumulate sick leave at the rate of one and one-quarter (1<sup>1/4</sup>) days per month.

## Section 3. Sick Leave Accumulation

(a) All unused sick leave for any employee during continuous employment shall accumulate to a maximum of one hundred seventy-five (175) days. The Board Police Commissioners may, in its discretion, grant sick leave beyond one hundred seventy-five (175) days.

(b) No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his normal work week.

(c) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, vacation, or short-term military leave (such as summer camp).

(d) Sick leave shall not continue to accumulate during leaves of absence without pay.

(e) An employee who retires due to a disability incurred within the scope of his/her employment shall be paid a lump sum of money that is equal to the number of sick days due such employee multiplied by the prevailing regular daily rate of pay received by such employee on the date of such retirement but not to exceed one hundred fifty (150) days.

(f) All sick leave shall be cumulative from the date of hire.

(g) Effective on ratification of the 2018-2021 contract, any employee who terminates his/her employment, after vesting, for any reason, other than discharge, shall receive, on the basis of his/her current wages, full compensation for up to seventy five (75) days of actual unused accumulated sick leave. The Town agrees to pay employees for sick days accrued as of the date the 2018-2021 contract is ratified above 75 sick days up to 100 sick days (i.e. max one time payout up to 25 sick days) within 30 days of when the 2018-2021 contract is ratified.

(h) The payment described herein shall be increased by 10% for any employee who gives more than one hundred fifty (150) days written notice of his/her retirement or resignation, and shall be reduced by 10% for any employee who gives less than 90 days written notice of his/her retirement or resignation.

## Section 4. Medical Certificate and Inspections

The Town may require the employee to provide reasonable medical evidence establishing that absence from work was required, in any of the following circumstances:

(a) For any period of absences consisting of more than five (5) consecutive working days.

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

(c) When there is just cause to believe that sick leave is not being used for the purposes specified in Section 1 above. If there is a grievance over whether just cause has been established, said grievance shall be subject to arbitration, if not otherwise resolved, through the expedited arbitration procedures of either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association, at option of the Union. If just cause is established, the Town may require the employee in question to submit to a medical examination by the physician who conducts the annual physical examinations or another physician mutually agreed to between the Town and the Union. Upon completion of the examination, the physician shall provide the Town and the employee a statement regarding the justification for the absence, and the employee shall sign any necessary release to accomplish this result. If the Town intends to require such a medical examination covering future absences, it shall so notify the employee in writing. Any such notice shall expire after ninety (90) calendar days unless renewed for just cause. When the Town exercises its rights under this paragraph (c), it shall be responsible for any physician's charges for such medical examination.

#### Section 5. Reporting Illness

(a) When an employee finds it necessary to be absent from duty on sick leave, he/she shall cause the fact to be reported to the Desk Officer not later than four (4) hours prior to his/her schedule of duty, unless his/her knowledge of such sickness occurs after four hours prior to the tour of duty, in which case he/she shall report it as soon as is diligently possible.

#### Section 6. Redemption of Accumulated Sick Leave at Death

Upon the death of an employee, his/her survivors shall be paid a lump sum of money that is equal to the number of sick days not to exceed one hundred and fifty (150) days due such employee, times the prevailing day rate of pay received by such employee on the date of such death.

#### Section 7. Sick Leave Records

The Department shall maintain a record for each employee of all sick leave taken and accumulated, and shall furnish a copy to the Union annually as of July 1.

### **ARTICLE IX: INJURY LEAVE**

Section 1. Up to Maximum Recovery: Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave with full pay, less worker's

compensation, or other insurance, from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed eighteen (18) months, unless otherwise extended.

At the time of fifteenth (15th) month of injury leave, the Town, Union and Employee shall meet to discuss the employee's status and documentation from a treating physician certifying in writing that the employee will be physically able to return to perform the essential functions of his/her regular job at the end of the injury leave period without limitation. The Town has the ability to verify such certification through independent medical examination. Injury Leave shall not exceed eighteen (18) months unless otherwise extended by mutual agreement between the Town and the Union. Extended leave may require additional documentation and periodic medical updates. If such employee is unable to return to duty, he/she shall be eligible for disability pension, under the pension plan, if qualified.

Section 2. Each member who is injured or disabled off duty shall be entitled to injury leave without pay for a maximum of one calendar year to start after the union member has exhausted his or her sick time, vacation time, and accumulated time. During the period of any such leave, the member may continue to participate in the Town's health insurance; however, the member must pay 100% of the costs associated with same. In addition, there shall be no Town contribution to the HSA during the period of leave. No benefits or seniority shall accrue during the period of off duty injury leave, including, but not limited to sick leave, vacation time, or pension benefits. In order to be eligible for off duty injury leave, the member must produce a medical certificate attesting to the need for such leave, and may be required to produce medical certification throughout the period of leave, but at no time more than one time every three months. The Town reserves the right to seek an independent medical examination to determine leave eligibility and fitness for duty. Prior to returning from off duty injury leave, the member must produce a medical certificate stating that the member is fit to return to full active duty, and is capable of performing the essential functions of the position.

## **ARTICLE X: FUNERAL LEAVE**

Section 1. Special leave of five (5) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his spouse, child, mother or father.

Section 2. Special leave of three (3) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of any relative or relative-in-law domiciled in the employee's household.

Section 3. Special leave of three (3) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his sister, brother, mother-in-law, father-in-law.

Section 4. Special leave for one (1) working day without loss of pay shall be granted an employee in the event of the death of his brother-in-law, sister-in-law, uncle, aunt, nephew, niece, cousin, grandfather, grandmother or grandchild not domiciled in the employee's household, to be taken on the day of the funeral.

Section 5. Under extenuating circumstances of hardship an employee shall be granted three (3) additional days of compensatory time for vacation days or sick leave to be taken within ten (10) days at the date of death of any of the persons named in Sections 1, 2 and 3 of this Article.

## **ARTICLE XI: CLOTHING**

Section 1. The Town shall provide each officer with all uniforms necessary. It will replace any such items which are torn or otherwise caused to be unusable by action when on duty and shall replace items that so need it by cause of reasonable and normal wear and use.

Section 2. The Town shall provide for the dry cleaning of uniforms for each employee.

Section 3. The Town shall reimburse any policeman for the loss or damage of clothing and/or personal property suffered in the performance of duty. Such claims for loss must be supported with reasonable proof of loss and the value of the clothing and/or personal property. The Town is not liable for any such item in excess of \$500.00 with the exception of a motor vehicle or dentures.

Section 4. The Detective shall receive an annual clothing allowance of six hundred dollars (\$600.00) to be paid on or about the first pay date of October in each fiscal year. His working clothing shall be cleaned at Town expense, with the approval of the Chief of Police, to be limited to the suit, sport jacket, shirt, tie, trousers, and top coat.

Section 5. The Town shall annually provide and pay for two (2) pair of work shoes for each member in the bargaining unit, up to a maximum of \$180.00 which may be purchased at any time during each fiscal year, at the employee's discretion.

Section 6. The Sergeant shall receive an annual clothing allowance of three-hundred dollars (\$300.00) to be paid on or about the first pay date of October in each fiscal year.

His working clothes shall be cleaned at Town expense, with the approval of the Chief of Police, to be limited to the suit, sport jacket, shirt, tie, trousers and top coat.

## **ARTICLE XII: HOLIDAYS**

Section 1. Each employee shall be entitled to sixteen (16) paid holidays per year payable the first pay day of December unless an officer indicates to the Selectman's Office by June 15th his/her

desire to be paid for (8) holidays as of the first pay day of July and (8) holidays as of the last pay day in November.

Section 2. Employees shall be paid at the rate of double time for all holidays worked outlined in Section 1 of this Article. In the event that any other town employees are paid triple time for such holidays during the term of this contract, then the Police Officers covered by this contract shall also receive triple time.

Section 3. The following holidays listed in Section 1 above shall be deemed, for purposes of this Contract, to fall on the following dates:

New Year's Day	January 1
Martin Luther King Day	Per calendar
Lincoln's Birthday	Per calendar
Washington's Birthday	Per calendar
Good Friday	Per calendar
Easter Sunday	Per calendar
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	Per calendar
Veterans Day	Per calendar
Thanksgiving Day	Last Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	Dec. 25
Employee's Birthday	Per Dept. records or day after holiday if it falls on holiday

### **ARTICLE XIII: OVERTIME**

Section 1. All overtime duty shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate for all hours worked in excess of eight and one-quarter (8¼) hours, or the employee's regular work schedule.

Section 2. Employees who may be called into work on their regular day off, shall be required to work a full shift, eight and one-quarter (8¼) hours and shall be compensated for such work at one and one-half (1½) times the employee's regular rate, provided that if the employee, by mutual agreement of the employee and the Chief of Police or his designate, works less than eight and one-quarter (8¼) hours, compensation shall be paid for only the hours worked, at one and one-half (1½) times the employee's regular rate.

Section 3. When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with the

employee's regular duty hours, or for an emergency turnout, he shall be paid not less than four (4) hours at the rate of one and one-half (1½) times his regular rate.

Section 4. Overtime pay shall not be subject to the minimum hours provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

Section 5. All overtime work assignments whether patrol or investigatory, shall be based on total number of hours worked, for all full-time police. Said system shall have records to be posted monthly, of all overtime worked for that month and the total number of hours worked to date and shall be kept in close proportion to all other officers. All refusals shall be marked as a refusal and the number of hours that were offered shall still be added to the officer's total hours.

Should at the end of each month, a disproportionate number of total hours for any employee exist, then, in that case they shall be adjusted at the next available opportunity.

Overtime shift assignments shall be made in accordance with Addendum A, which is attached hereto.

In lieu of an overtime order to fill a patrol vacancy, the Captain will be allowed, on a voluntary basis, to work a patrol vacancy only after the open overtime vacancy has been offered to and rejected by all collective bargaining unit members in accordance with the current overtime provisions outlined in Addendum A. The Town and the Union understand that this agreement may assist in decreasing patrol order ins for its personnel. The Captain will not be subject to an order and may also reject the overtime offer, in which case the current order procedure in Addendum A will be followed.

Section 6. New employees to the Department who indicate their desire for such overtime work shall have their cards placed at the rear of the file.

Section 7. Nothing contained in this Agreement shall be construed so as to prevent the Town from ordering an employee to work overtime in any emergency situation.

Section 8. Each officer will attend twelve (12) extra training sessions, each not to exceed four hours in length, per annum. Should the officer not be on duty at that shift or day he or she will come in on his or her own time for the session unless he or she is sick or on vacation. Each non-probationary officer will be compensated for this annual attendance by receiving eight (8) training days off per annum, such days to be spread through the year and decided upon based on the schedule needs of the Department. Each non-probationary officer who attends more than twelve extra training sessions, each not to exceed more than four (4) hours in length, per annum, shall be paid at a rate of straight time per hour.

Section 9. No part-time employee shall be used in lieu of a regular police officer or sergeant for any work until it has first been offered to all regular police officers, and then to all sergeants. Regular police officers and sergeants shall be permitted up to seventy-two (72) hours prior to the start of an overtime work assignment to displace a part-time employee who had accepted such

overtime assignment.

Section 10. The Detective shall be paid overtime at the rate of time and one-half (1<sup>1/2</sup>) when he exceeds the aggregate seven and three-quarters (7<sup>3/4</sup>) hours per work day as it is understood his work day may be split up as circumstances may require.

Section 11. Any employee who is subpoenaed to either criminal or civil court when the employee is not scheduled to work, as a result of action taken by said employee in the performance of his duties for the Town of Weston, shall be paid at time and one-half (1<sup>1/2</sup>) his hourly rate of pay for a minimum of four (4) hours.

#### **ARTICLE XIV: VACATIONS**

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

1 week after 6 months	4 weeks after 10 years
2 weeks after 1 year	5 weeks after 15 years
3 weeks after 5 years	

Years of employment shall deal with years employed by the Town on a full-time basis.

Section 2. The vacation period shall be between July 1st to June 30th of each fiscal year and each employee shall be afforded the opportunity to be off on vacation within the fiscal year. Employees may carry over up to five (5) days of vacation to be taken in the next fiscal year with the permission of the Chief of Police or his designee.

Section 3. An employee's vacation shall be determined on the anniversary date of the employment and department seniority prevails in the selection of vacation periods. Choice of dates shall be granted, whenever practical, but operating requirement of the Police Department shall prevail. When choice of date has been granted it will not be interfered with, except in cases of emergency.

Any member may request a vacation day off at either one (1) day-at-a-time or at half-day (4 hours). The granting of vacation requests in this section are subject to the operational needs of the Department as determined by the Chief of Police or his/her designee.

Section 4. Prorated accumulated vacation pay, limited to that year, shall be given to employees upon termination or retirement from Town service.

Section 5. In the event of an employee's death, his prorated accumulated vacation pay, limited to that year, shall be paid to the employee's next of kin.

Section 6. As used in Section 1 of this Article, one week of vacation shall equal five (5) work days. However, for purposes of the vacation scheduling provisions of Section 3, a vacation week

shall consist of the number of consecutive days in an employee's regular work period. For example, a police officer with four (4) weeks of vacation may take five (5) four-day work periods of vacation.

**ARTICLE XV:  
HOURS OF WORK**

Section 1. The regular work cycle shall be four (4) consecutive days, of eight (8) hours fifteen (15) minutes each, with two (2) consecutive days off. This cycle shall be followed throughout the calendar year. The detective work cycle shall be five (5) consecutive days, of eight (8) hours, with two (2) consecutive days off.

Section 2. The work period of all officers except detectives and the School Resource Officer shall consist of six (6) days. The department shall maintain three (3) work shifts:

Shift A	7:00 AM to 3:15 PM
Shift B	3:00 PM to 11:15 PM
Shift C	11:00 PM to 7:15 AM

a. Patrol Officers and Sergeants shall work one (1) work cycles on Shift A (0700 – 1515) then rotate to Shift B (1500 – 2315) working one (1) work cycles. Shift C (2300 – 0715) will be bid based upon seniority as defined in Article VI as the determining factor. In the event that there are no bids for Shift C, it shall be assigned on an inverse seniority basis, and each assignment will start with the lowest eligible officer or sergeant in seniority. The directions of rotation and/or the length of time between rotations may be revised upon mutual agreement between the Town and the Union.

b. Patrol Officers and sergeants shall continue to bid for Shift C every three (3) months. The bids for Shift C shall be posted at least thirty (30) days prior to commencement, and shall be removed fourteen (14) days later.

c. The Detective shall work the day shift only Monday – Friday unless otherwise assigned by the Chief.

Section 3. Employees shall only be required to work the hours of the work period to which they are assigned for that work period except in an emergency. Personnel who may be transferred to another division or promoted shall be an exception to this Section.

Section 4. Once designated and in a manner provided for in Section 1 of this Article, an employee's regular days off shall not be changed without the express approval of the employee, except that, the Chief of Police or his designate shall upon one weeks notice (7 calendar days) change working partners a maximum of twice in each fiscal year, and all such changes shall still follow the normal rotation. If any time off is lost by the employee, due to such change of partners, it shall be made up by the Department at one and one half (1 1/2) times his regular rate, provided however that no employee shall be allowed to contravene the other articles or section of this Agreement.

Section 5. No employee shall be required to work two (2) shifts consecutively, except in an emergency situation.

Section 6. During each tour of duty, employees shall be allowed thirty (30) minutes for lunch.

Section 7. 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.

Section 8. All shifts shall be staffed by a minimum of two (2) uniformed officers.

Section 9. New employees will work a five (5) - two (2) work schedule while they are attending basic training at the Municipal Police Training Academy or its equivalent.

Section 10. The SRO and Detective will be off duty on the holidays listed in Article XII, subject to Department needs, and provided that their work day is 8.0 hours/day (with same 5-2 schedule).

Section 11. School Resource Officer (SRO)

a. The SRO work cycle shall be 5 consecutive days (Monday- Friday) of 8 hours each, with 2 consecutive days off. This cycle shall be followed throughout the calendar year. The hours of work will be mutually agreed upon by the Chief of Police and the SRO. When school is not in session, the SRO will work his/her normal 5/2 work cycle either in the SRO office in the school or in the police department. The SRO will be paid overtime for all hours worked in excess of his/her regular work schedule.

b. Overtime: The SRO shall be paid overtime at the rate of time and one-half when he/she exceeds the aggregate 8 hours per work day as circumstances may require. During the school year, the SRO may not be ordered in by the Chief, or his designee to work a shift in addition to his/her normal work schedule. However, during the school year, the SRO shall be offered an overtime assignment as outlined in Article XIII and Addendum A.

c. Minimal Manning: Since the SRO has specific training for the position, he/she will not be replaced by another officer in the event that he/she is out due to illness of vacation.

d. Vacation/Time Off: Per Article XIV of the collective bargaining agreement.

e. Assignment of the Officer and the Selection Process: Only Weston police officers will be eligible for the role of School Resource Officer. Sergeants and Detectives are not eligible for the role of School Resources Officer. The Chief of Police will determine which Weston police officer will assume the role and responsibilities of a School Resource Officer, subject to the approval of the Weston Police Commission and the School Superintendent, which approval shall not unreasonably be withheld.

Section 12. Officers assigned to the Patrol Division, Sergeants and the School Resource Officers shall be entitled to swap shifts with the prior authorization of the Chief of Police.

Section 13. The Chief of Police may backfill the absence of the School Resource Officer, only when school is in session with orderable overtime. The scheduled time shall be the same as the hours worked by the SRO. Such assignment shall not replace the SRO as it relates to Section 10.c. "Minimal Manning" above. The duty shall only be to provide a physical police presence on the school campus and not provide the programmatic aspects of the SRO program which is based on specific training.

## **ARTICLE XVI: EXTRA OR SPECIAL POLICE DUTY**

Section 1. The terms "Extra Police Work" or "Extra Police Duty" for the purpose of this Article shall mean police duty that is not assigned as part of the regular police duty but is offered as being available to those who desire it.

Section 2. All extra duty assignments shall be made by the Chief of Police, or his designate, and shall first be offered to all regular full time Weston Police Officers.

Section 3. Extra Police Work assignments (OJ) that shall be available for full-time employees shall be allocated in an equitable fashion. Assignments will be issued in four (4) or eight (8) hour increments and shall be reset every six (6) months – January 1 and July 1. Jobs will be issued in a fair and equitable manner based on the total number of hours worked. Seniority shall be used to break the tie for officers with an equal number of hours worked during the six-month period.

Section 4. The department shall utilize the Police Officers Scheduling Software (POSS) system for work schedule management or a similar software system. The department work schedule shall be published and made available to all members of the department. Department overtime and OJ assignments will be offered to members by email, telephone or text message communications.

Section 5. Employees working on Extra Duty assignments, except in cases directed by the Town or any division, department or board thereof, including the Weston Public Schools, any not for profit civic or charitable organization and residents of the Town, shall be paid at time and one-half (1<sup>1/2</sup>) the officer's hourly rate of pay, with a minimum of four (4) hours for each assignment. Work in excess of eight (8) hours shall be paid at double time the officer's hourly rate of pay. When the Extra Duty assignment is on a holiday as outlined in Article XII, Holidays, rate of pay, with the four (4) hour minimum for said assignment, shall be at double time the officer's hourly rate of pay.

Employees working on extra or special duty assignments in cases directed by the Town or any division, department or board thereof, including the Weston Public Schools, any not for profit civic or charitable organization, and residents of the Town shall be paid at time and one half (1<sup>1/2</sup>) the officer's hourly rate of pay, with a minimum of three (3) hours for each assignment. When the extra duty assignment is on a holiday as outlined in Article XII, Holidays, rate of pay, with the three (3) hour minimum for said assignment, shall be paid at double time the officer's hourly rate of pay.

Section 6. When the work assignment is related to construction work any hours worked on a Saturday or Sunday or any day of the week during the hours of 2300-0700 shall be at the double time rate, except for those entities exempted in Section 5 above.

Section 7. When available, only persons paying dues to the Union shall be assigned to jobs where the project being serviced is a Union job.

**ARTICLE XVII:  
RATE OF PAY**

Section 1.

- (a) Effective and retroactive to July 1, 2025, police officers shall receive a 3.0% general wage increase over the rates in effect as of June 30, 2025.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
75,279	82,813	90,260	98,385	106,735

- (b) Effective July 1, 2026, police officers shall receive a 3.0% general wage increase over the rates in effect as of June 30, 2026.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
77,537	85,297	92,968	101,337	109,937

- (c) Effective July 1, 2027, police officers shall receive a 3.0% general wage increase over the rates in effect as of June 30, 2027.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
79,863	87,856	95,757	104,377	113,235

- (d) Effective upon ratification, the Sergeant shall receive the following Annual Rate of Pay:

<u>STEP 1</u>	<u>STEP 2</u>
1 to 12 Months-18% above Top Grade Police Officer	13 Months & Over-20% above Top Grade Police Officer

- (e) Effective upon ratification, the Detective shall receive the following Annual Rate of Pay:

STEP 1

1 to 12 Months-8% above  
Top Grade Police Officer

STEP 2

12 Months & Over-10% above  
Top Grade Police Officer

Section 2. All employees who have less than twelve (12) months of service shall be paid at Step 1.

All employees who have twelve (12) months of service, but less than twenty-four (24) months shall be paid at Step 2.

All employees who have twenty-four (24) months of service, but less than thirty-six (36) months shall be paid at Step 3.

All employees who have thirty-six (36) months of service, but less than forty-eight (48) months shall be paid at Step 4.

All employees who have forty-eight (48) or more months of service shall be paid at Step 5.

Employees shall advance to the next Step on the anniversary date of their employment on a full time basis.

For lateral hires from another police department, the Chief of Police, acting with the Police Commission, shall have the discretion to start lateral hires at a step higher than Step 1, but not to exceed Step 3. Such lateral hires shall proceed to the next step after twelve (12) months of service.

Section 3. New employees to the Department shall be paid at Step 1 as outlined in Section 1 of this Article and shall advance through the steps as provided for in Section 2 of this Article. This Section is not applicable to lateral hires hired as described in Section 2 above.

Section 4. The Town shall have the right to pay employees on a bi-weekly basis (every two weeks) provided that if the Town elects to pay employees bi-weekly, it shall allow employees the option of having their pay directly deposited to the financial institution selected by the employee.

Section 5. Longevity. All employees who have completed five (5) or more years of service, within each fiscal year, shall receive an annual longevity pay equal to sixty five dollars (\$65) for each year of such service, payable the first pay period in July. Employees hired after the ratification of the 2018-2021 contract will not be eligible to receive longevity pay.

Section 6. When a Sergeant takes a day off, that vacancy shall first be offered to another supervisor to fill at the overtime rate of one and one-half (1.5) the Sergeant's hourly rate. If the Sergeants decline the opportunity, leaving no officer above the rank of Patrolman on duty, the Police Officer of the Department who is left in the capacity of Supervisor, known as the Senior Officer, shall receive an additional sum equal to seven and one-half percent (7 1/2%) more than the top grade Patrolman's rate for each such hour or fraction thereof.

Section 7. Effective upon ratification, each employee working the evening shift, in addition to any other benefits said employee is entitled to, shall receive a five and one-half percent (5.5%) per hour pay differential for hours actually worked on such shift. Each employee working on the midnight shift, in addition to any other benefits said employee is entitled to, shall receive an eight percent (8%) per hour pay differential for hours actually worked on such shift. These pay differentials shall be computed on base pay, and shall not be included for purposes of computing overtime, Senior Officers, or any other pay differential.

Section 8. Effective upon ratification, officers performing the following special assignment on a full-time basis shall be compensated at the following rate per year:

Emergency Medical Technician	\$2,000.00
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Stipend shall be paid at fifty percent (50%) of total value during the first pay period in July and December of each year.

Section 9. A Field Training Officer shall be paid one (1) hour at one and a half (1.5) times their hourly rate for each day they train a trainee.

### **ARTICLE XVIII: INSURANCE**

Section 1. Except as otherwise provided below, the Town shall provide, for all designated employees and enrolled dependent(s) to age 26, the following insurances:

- (a) The Town shall provide and pay for life insurance for each member of the bargaining unit, as soon as practicable after the 2018-2021 contract is ratified, in the amount equal to two times (2X) the employee's annual salary rounded to the nearest thousand, to a maximum of \$200,000. The spouse, at his/her expense, may purchase life insurance from the Town's carrier.
- (b) The Town shall provide and pay for a line of duty accidental death and disability policy for each police officer, in addition to (a) above, with a maximum death benefit of seventy-five thousand dollars (\$75,000).
- (c) Effective August 1, 2025, employees shall have a high deductible health (HDHP) care plan with a Healthcare Savings Account (HSA) with a \$2,500/\$5,000 deductible. The current HDHP plan with a healthcare reimbursement account (HRA) will be the coverage offered until August 1, 2025. The terms of this plan are set forth in Addendum B.

Adjustments to the deductible for the high deductible plan may be made from time to time consistent with federal limits associated with HSA plans or based on cost savings which may be available by adjusting insurance/self-insurance limits.

The Prescription Plan shall be the Anthem Essential Formulary Plan. Effective July 1, 2025, prior authorization requirements for prescriptions shall apply. Medications being

taken by a member prior to that time shall be grandfathered.

All fees related to the establishment of the employee Healthcare Savings Accounts shall be paid for by the Town.

The Town will contribute the following percentage amounts of the deductible in each fiscal year. Such contributions will be made annually on July 1, unless stated otherwise:

2025-26	75% (payable August 1, 2025)
2026-27	75%
2027-28	75%

Employees shall contribute the following listed percentage of the cost of health insurance. The listed percentages shall be applied to the combined cost of the insurance premiums and Town self-insurance or re-insurance costs (if applicable).

Effective July 1, 2025:	22%
Effective August 1, 2025:	19%
Effective July 1, 2026:	19%
Effective July 1, 2027:	19%

The employee contribution shall be made through payroll deduction. The Town shall contribute the remaining percentage of the premiums or premium equivalent costs.

- (d) The Town shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a Plan. Said Plan will be designed to permit exclusion from taxable income from the employee's share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form.
- (e) If the total cost of a group health plan or plans offered under this contract triggers an excise tax under IRS Code § 49801 or any other local, state, or federal statute or regulation, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax in accordance with the Municipal Employee Relations Act. Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage, including to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the cost of coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.
- (f) Health Insurance Waiver. Employees who are eligible to participate in the Town's health insurance plan may opt out of such plan upon the presentation of proof of valid and on-

going participation in a health insurance plan from another source. Employees waiving participation in the Town's health insurance plan shall receive an amount equal to forty percent (40%) of the combined cost of the averted health insurance premium as well as the Town's Health Reimbursement Arrangement contribution, less the required employee premium cost share. Such payments shall be paid in equal installments commencing upon the end of participation in the Town's health insurance plan.

- (g) Flexible Spending Accounts. The Town will make Flexible Spending Accounts available to eligible employees in accordance with and as permitted by Section 125 (or similar provision) of the IRS Code.

Section 2. Notwithstanding the above listing of specific carriers, administrators and plans, the Town reserves the right to change carriers, administrators, funding methods or claims procedures, or to implement recommended cost containment procedures, provided the resulting benefits are substantially equivalent to the benefits in effect immediately prior to the change, and provided the cost to employees who comply with such procedures is not greater than it would have been if such changes had not been implemented.

Notwithstanding the provisions of Article VI, Section 3, any grievance regarding a decision by the Town to change carriers shall be initiated at Step 2 within 15 days of written notice by the Town of intent to change carriers, and shall be subject to arbitration under the rules and procedures of the American Arbitration Association. If the Town implements a decision to change carriers, and thereafter an arbitrator rules that the change violated this provision, the arbitrator shall have the authority to establish a remedy or retain jurisdiction while the parties make a good faith effort to agree upon a remedy.

Section 3. Long Term Disability. In the event a disabled officer is employed by the Town pursuant to the provisions of MERF Fund B such employment shall be at salary and with benefits not less than such officer was receiving as of such date of disability.

Section 4. Medical Insurance for Disabled Employees and Surviving Spouses of Employees Killed in the Line of Duty.

- (a) Medical Insurance shall be provided to employees who are permanently and totally disabled, as determined by the Connecticut Municipal Employees' Retirement Commission, as a result of a job related injury, and to employees who retire as a result of a permanent job-related disability. Medical insurance shall also be provided to a surviving spouse of an employee killed in the line of duty; such insurance to cease upon the death or remarriage of the surviving spouse.
- (b) The medical insurance provided to the parties described in paragraph (a) shall be the same plan of coverage made available to active employees, as such coverage is from time to time negotiated; with the exceptions outlined in paragraph (c) and such other differences as may from time to time be negotiated. The plan shall be provided at no premium cost to the parties, except as provided in paragraph (c).

- (c) In the event an individual entitled to health insurance coverage under this paragraph 4 moves outside the Plan's coverage area, the Town shall pay the cost of comparable coverage, not to exceed the cost of the Plan, whichever is applicable, at any point in time. The covered individual shall be responsible for securing comparable coverage, and providing the Town satisfactory evidence of such coverage and its cost at least semi-annually.

Section 5. Medical Insurance for Retirees

- (a) Medical insurance shall be made available to CMERF-eligible retirees who meet one of the following conditions:
  - (i) The attainment of age 55 with at least 15 completed years of consecutive service, or
  - (ii) The attainment of a total number of points equal to 75. One point shall be credited for each attained year of age as of the previous birthday and each completed year of service of the employee, with a minimum of 10 years of service required. Employees hired after the 2018-2021 contract is ratified are not eligible to receive retiree medical benefits as provided in Section (b) or a payment toward a Medicare supplement plan as provided in Section (d).
- (b) The medical insurance provided to the parties described in paragraph (a) shall be the same plan of coverage made available to active employees, including spouses and/or dependents, as such coverage is from time to time negotiated between the Town and the Union; with the exceptions outlined in paragraph (c) and such other differences as may from time to time be negotiated between the Town and the Union.

The Town shall pay sixty percent (60%) of the premium cost (or premium equivalent costs), for the coverage in effect at the time of the individual's retirement, or such other coverage as may be negotiated between the Town and the Union, for a participating retiree who is not yet eligible for Medicare benefits. The balance of the cost of such coverage must be paid by the retiree in order for coverage to be in effect.

When an eligible retiree, as provided in Section 5(a) above, becomes eligible for Medicare, the retiree shall no longer be eligible to participate in the medical plan coverage but his/her spouse may continue to participate in the Town's medical plan until he/she becomes eligible for Medicare, provided that the spouse shall be responsible for paying one hundred percent (100%) of the monthly COBRA rate to continue such participation. Effective upon ratification of the 2018-2021 contract, the Town agrees to pay sixty five percent (65%) of the retiree medical benefit for family coverage; seventy percent (70%) for employee plus one; and eighty percent (80%) for single, which will not be negotiated or changed for current employees and neither the Town nor Union may propose to change it, with side letters to this effect for each member.

- (c) In the event an individual entitled to health insurance coverage under this paragraph 5 moves outside the Plan's coverage area, the Town shall contribute the same amount it would have contributed on behalf of such individual under the applicable plan for the individual to purchase comparable coverage. The covered individual shall be responsible for securing comparable coverage and providing the Town satisfactory evidence of such coverage and its cost at least semi-annually.
- (d) Any retiree under this Section 5 who is eligible to receive Medicare benefits shall receive from the Town of Weston up to \$175.00 monthly for the cost of providing a Medicare supplement health insurance policy for such retiree.

It shall be the responsibility of the retiree to apply for Medicare coverage and to obtain the Medicare supplement health insurance policy. The Town may request proof of coverage from the retiree on an annual basis. If the premium cost of the supplemental policy is less than \$175.00 month, the Town's obligation shall be limited to the actual cost of the premium.

- (e) Any participant who becomes employed by another employer that provides health insurance coverage shall have the employer's health insurance plan designated as the participant's primary health insurance plan while such coverage is in effect. In the event that a participant's covered spouse is also covered under his or her employer's medical benefit plan, such other plan shall be secondary under the existing provisions of the coverage made available by the Town of Weston. All participants will be requested, at least once a year, to provide a statement to the Town confirming whether they or their covered dependents have any other medical coverage.

## **ARTICLE XIX: PENSION**

Section 1. The provisions of the Connecticut Municipal Employee's Retirement Fund B in effect on the date this Agreement is signed shall remain in effect and as said provisions may from time to time be amended by the General Assembly or successor collective bargaining agreement, shall be fully applicable to all employees in the employment of the Weston Police Department, including the Chief of Police, and shall constitute the retirement plan for said employees and Chief of Police, provided, however, that any employee, including the Chief of Police, hired prior to the date this Agreement is signed shall be deemed to have been covered by said Fund B from the first date of his/her hire for all pertinent purposes including, but not limited to, membership in said Fund, "pay" "service" and "continuous service" as those terms are used in Part II of Chapter 113, Section 7-425, et. seq. Connecticut General Statutes, and eligibility for benefits, payment of benefits and retirement as provided in said Part II of Chapter 113.

Section 2. The Town shall do anything and everything necessary to adopt the provisions of Fund B and qualify all present and future employees for coverage thereunder, including the Chief of Police, as of the first date of hire, including, but not limited to payment of a sum of money that is sufficient in the opinion of the Coordinator of the State Municipal Retirement System, to fund the past service liability or accrued liability created by extending the coverage of Fund B to the

date of hire with respect to each employee, including the Chief of Police, hired prior to the date this Agreement is signed, as provided herein. Said payment for past service, in the discretion of the Town, shall consist of either a lump sum payment, to be made not later than 90 days after the signing of this Agreement, or amortized payments made annually over a period of thirty years. Employees, including the Chief of Police, shall not be obligated to make contributions to said Fund in order to obtain credit for years of service prior to the date of signing of this Agreement or in order to obtain any of the retirement benefits provided for therein. The survivor's and dependent benefits provided for in said Connecticut Municipal Employee's Retirement Fund B shall remain fully applicable and shall become fully applicable to include the Chief of Police at 12:01 A.M. on the date this Agreement is signed, and, insofar as such survivor and dependent benefits may be contingent upon length of service of the deceased employee, any employee hired prior to the date this Agreement is signed, including the Chief of Police, shall be deemed to have "service" or "continuous service" from the first date of his/her hire up to and including the date of his/her death.

#### **ARTICLE XX: UNION BUSINESS LEAVE**

Section 1. The two (2) members of the Union Negotiating Committee shall be granted leave from duty with pay for all meetings between the Board of Police Commissioners, or the Town's representatives for the purpose of negotiating the terms of contract when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Board of Police Commissioners or the Town's representatives for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

#### **ARTICLE XXI: MILITARY LEAVE**

Section 1. Any permanent employee who leaves the service of the Town who is inducted in the military forces of the United States during time of war or other National Emergency, who is inducted by Selective Service, shall be placed on military leave without pay.

Section 2. Such leave shall extend for the period of service with military forces and for ninety (90) days after discharge from the service.

Section 3. Any employee on military leave who applies for reemployment to the Police Department within ninety (90) days from date of his discharge, shall be entitled to the position he held at the time his leave was granted provided he is capable of meeting the minimum qualifications of the job; and provided he shall have received an honorable discharge or a general discharge for medical or hardship reason.

Section 4. Employees returning to the Police Department employment from military leave shall be granted all re-employment rights provided under the Selective Service Act.

Section 5. Any vacancies resulting from employees entering the Armed Forces shall be filled on a durational basis.

Section 6. Time so spent on military leave shall be considered as continuous employment with the Town.

Section 7. Military leave shall be granted, not to exceed thirty (30) days, to permanent employees when required to serve on active or reserve or National Guard duty. During this period the employee shall be paid the difference, if any, between his regular police pay and his military pay allowance.

Section 8. Leave provided for in Section 7 shall not be charged to annual leave.

## **ARTICLE XXII: EDUCATIONAL INCENTIVE**

Section 1. Each employee who has completed fifteen (15) semester hours or course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$100.00 annually.

It is clearly understood that no Municipal Academy Training Educational credits shall be applicable unless and until course credits are received from enrollment in an accredited college.

Section 2. Each employee who has completed thirty (30) semester hours or course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$200.00 annually.

Section 3. Each employee who has completed forty-five (45) semester hours of course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$300.00 annually.

Section 4. Each employee who holds an Associate Degree from an accredited college in the field of police or social science, or has completed sixty (60) semester hours, shall be paid in addition to his regular pay, the sum of \$400.00 annually.

Section 5. Each employee who has completed ninety (90) semester hours of course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$500.00 annually.

Section 6. Each employee who holds a Bachelors Degree from an accredited college in the field of police or social science, or has completed one hundred-twenty (120) semester hours, shall be paid in addition to his regular annual pay, the sum of seven hundred dollars \$700.00 annually.

Section 7 Each employee who holds a Masters Degree from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, a sum of eight hundred dollars (\$800) annually.

Section 8 The Town of Weston will pay the tuition and course material cost for up to two (2) courses per semester, not to exceed six (6) courses in any one fiscal year, at an accredited college or university in the field of criminal justice or public administration, in which an employee is enrolled while actively working as a Police Officer for the Town; provided, however, that any tuition cost paid by the Town shall be reimbursed by the employee for any course which is not satisfactorily completed with a passing grade. The Town will reimburse tuition and course material up to a total of \$15,000 per fiscal year per person. Employees hired after the 2018 - 2021 contract is ratified have a \$2,000 cap per fiscal year.

Tuition payments shall constitute a loan to the officer, and the Town shall require execution of a promissory note as a condition of such loan, provided that one-third (1/3) of the loan shall be forgiven if the officer remains employed for twelve (12) months after completing the course, a second one-third (1/3) shall be forgiven if the officer remains employed for twenty four (24) months after completing the course, and the balance shall be forgiven if the officer remains employed for thirty six (36) months after completing the course.

### **ARTICLE XXIII: UNSAFE PRACTICES**

Section 1. The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work. Should such a practice be continued as an operating policy, this shall be grounds for grievance under the procedures and steps so provided for in this Agreement. Nothing in this Article is to be construed as dealing with emergency situations.

### **ARTICLE XXIV: LEAVE OF ABSENCE**

Section 1. Upon the written request of any employee, directed to the Board of Police Commissioners, the Town may grant the employee a personal leave of absence without loss of seniority and without pay for a period of one year.

### **ARTICLE XXV: RESIDENCY**

Section 1. Employees shall be allowed to reside within a thirty (30) mile radius from Town Hall in the Town of Weston. Any Town which may boundary within such thirty (30) mile radius, the employee shall be allowed to reside within such Town.

### **ARTICLE XXVI: PROMOTIONS**

Section 1. A vacancy in the rank of Sergeant or the position of Detective shall be as follows:

Within one hundred twenty (120) days of a vacancy (Sergeant or Detective) the Board of Police Commissioners shall certify that a vacancy does exist and the Board Police Commissioners or the Chief of Police shall designate an agency mutually agreed upon between the Chief of Police,

the Board of Police Commissioners and the Union to conduct a written examination for those candidates who had made timely application and meet the minimum qualifications below:

- (a) In order to be eligible to file for the examination of Sergeant, a candidate shall have a minimum of five (5) years of service as a certified, full time police officer in a Connecticut municipality including a minimum of three (3) years service with the Weston Police Department as of the date of the examination.
- (b) In order to be eligible to file for the examination of Detective a candidate shall have a minimum of three (3) years of service with the Weston Police Department as of the date of the examination.
- (c) All applicants must possess the physical fitness standards required by normal police activities.

Section 2. Candidates for promotion shall appear before the oral board chosen by the Board of Police Commissioners which shall be constituted of three (3) professional police officers of at least one (1) rank higher than the rank being filled and who are residents of Connecticut and neither work or reside within ten (10) miles of the Town of Weston. Should an oral panel member know or recognize an applicant such panel member shall immediately disqualify himself. Such oral panel shall give numerical markings which shall be averaged out amongst those scoring and added to the applicants score according to the following:

- (a) The weights shall be 50% for the written and 50% for the oral with a quarter (1/4) point added to the final grade for each full year of service with the Weston Police Department as of the date of the examination. The quarter (1/4) point shall be applied to all promotional examinations. There shall be no pass-fail. All participants shall be entitled to the oral, written, and final total score posted. The procedure for administering all promotional examinations shall be the written examination first followed by the oral examination, if and only if the participant scores 70 or higher on the written.
- (b) The officer appointed from a promotional list to the position of Sergeant or Detective shall be on probation for six (6) months from the date of appointment to that position.

Section 3. The three (3) individuals with the highest number of points shall be considered for appointment to the position of Sergeant or Detective, whichever is applicable, and additional opening within one (1) year from the publication and/or the posting of the list shall be made from amongst remaining individuals with the highest total score.

Section 4. Appointments to the rank of Sergeant and/or the position of Detective shall be made by the Board of Police Commissioners.

Section 5. Appeals to any portion of the examination shall be made with the Board of Police Commissioners.

**ARTICLE XXVII:  
PHYSICAL, EXAMINATIONS**

Section 1. Each Police Officer shall submit to a complete physical examination once annually. Such physical examination shall be conducted by the employee's regular physician, and to the extent the cost thereof is not covered by the Town's group health insurance plan, it shall be paid by the Town. A substance abuse test shall be included in this annual physical examination, which test shall be conducted in accordance with the applicable provisions of this Article.

Section 2. Upon completion of said physical examination, the physician's certification that the employee is fit and capable of performing the essential functions of his position shall be forwarded to the Chief. If the physician does not so certify, the Chief shall be entitled to obtain the following additional information relating to the condition which renders the employee incapable of performing the essential functions of his position: diagnosis or general description of the injury or illness; prognosis or prospects for recovery and return to full duty; and nature and degree of any limitations or restrictions on the employee's ability to function as a police officer. He shall maintain such information in confidence, unless disclosure is necessary in the course of a proceeding resulting from the employee's failure to accept the Chiefs decision.

Section 3. The Chief of Police will discuss with the Police Officer the appropriate action to take. This may include, but is not limited to, institution of disability benefits as outlined in Municipal Employee's Retirement Fund B, if applicable, or agreed upon further corrective action or recourse to the grievance procedure if not agreed upon.

Section 4. Substance Abuse and Testing Program.

A. The parties agree that abuse of alcohol, controlled substances or illegal drugs by members of the Police Department constitutes a threat to the health and safety of co-workers and the general public, and erodes the public image, credibility and effectiveness of the Police Department. Both parties adopt the goal of a "drug-free" work place, which neither accepts nor tolerates recreational or consistent use of illegal substances, and which directs those in need of counseling and assistance to an appropriate treatment facility. Consistent with this goal, recreational or repeated illegal drug use is expressly prohibited.

B. Any testing of Police Officers for illegal drug use will be conducted in accordance with Connecticut General Statutes Section 31-51t et seq., as the same was in effect on July 1, 2004, together with any amendments enacted thereafter which the parties have mutually agreed to in writing to incorporate herein.

C. If an employee is found to be using illegal drugs, as a result of a test conducted as part of an annual physical exam or as a result of reasonable suspicion of drug use, he/she will be referred to the Employee Assistance Program (EAP) and will be placed on sick leave. At the discretion of the Chief of Police, or his designee, the employee may return to duty while he/she is in the EAP but only in a capacity that would not endanger public health, safety, or security. The employee shall have the opportunity to justify a positive test result by showing a valid prescription or affidavit from a physician treating the employee.

The individual shall be tested on an unannounced basis to verify continued abstention from the use of substance covered. This follow-up testing shall be performed once the department receives a confirmed positive result for the individual in question, and may occur even though the individual has chosen to appeal the confirmed positive result through the procedures provided for such appeal.

D. A second "failure" of a drug test within two (2) years after a confirmed positive result shall cause the individual to be subject to disciplinary action, up to and including discharge.

## **ARTICLE XXVIII: GENERAL PROVISIONS**

Section 1. The Police Department will continue to furnish such equipment as is presently furnished, and whenever possible furnish such additional equipment that will promote the safety and welfare of the Department members, and aid in the efficient performance of their duties.

Section 2. Clothing, watches, dentures and eye glasses damaged or destroyed in the line of duty will be repaired or replaced by the Town, provided such loss is reported within twenty-four (24) hours as provided in Article XI, Section 3.

Section 3. The Town shall assume full responsibility for any policeman sued for alleged false arrest and/or abuse of power and shall furnish the services of the Town Counsel and his staff to act in his behalf, unless it is proven to be a willful and wanton act.

Section 4. The Town shall give to each employee, and to a new employee when he is hired, a copy of this contract, and identification card and a copy of the Rules and Regulations of the Department.

Section 5. The Town shall designate one bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union Business and activities or any other matter pertinent to Union business.

Section 6. Employees shall not be required to make any mechanical repairs, oil changes, or normally change flat tires of Department motor vehicles.

Section 7. Employees shall not be required to perform any function normally done by another Town department, agency, or private concern, except as it is normally considered a police function or in an emergency.

Section 8. All employees shall have the right to review their personnel files upon reasonable request to the Board of Police Commissioners, or its representatives and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.

Section 9. Employees shall receive a copy of communications that are to be entered into their personnel files, and shall be afforded the opportunity to initial such communications prior to entry. Any communications that are in the nature of a complaint, charge or allegation for which the Department elects to take no official action, shall be removed from the personnel file and destroyed not later than one (1) year from the date of entry. Nothing contained herein shall require the Town to destroy or remove from its official records any written documents which constitute a public record or which the State's Attorney or Chief Prosecutor's Office wants to kept in the Department's files.

Section 10. The Town agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slow down or work stoppage during the term of the Agreement.

Section 11. If any Article or any Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid unless they have direct connections and bearing on each other.

Section 12. Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees have enjoyed heretofore unless said practice has been superseded by a provision of this Agreement.

Section 13. In the event an employee is asked or required to work more than one (1) full shift consecutively, and works four (4) or more hours into the second shift, the Town shall pay said employee \$10.00 for a meal, however, in the event an employee is asked or required to work more than two (2) full shifts consecutively, and works four (4) or more hours into the third shift, the Town shall pay said employee an additional \$10.00 for a meal.

Section 14. In the event an employee attends a full day training session where a meal is not provided, the Town shall pay employees \$10.00 for a meal.

Section 15. JURY DUTY: Any employee scheduled for Jury Duty on a normal work day shall be given that day off, with pay (less any payment from the court other than expense reimbursement).

Section 16. The parties mutually agree that members of this bargaining unit shall have the right to use all Town recreational areas/facilities for themselves and families and shall, for all intent and purposes, hold the status of a resident when fees are required for such use.

Section 17. All the provisions of Sick Days, accumulated time, vacation time, holiday pay, longevity pay and educational monies which were due the employee, in the event of death, shall be paid the surviving spouse and/or surviving dependents.

**ARTICLE XXIX:  
TOWN CHARTER PROVISION**

Section 1. This Agreement recognizes that, for many years, traditionally there has been by Town Charter, a "constabulary" made up of part-time police. The Town maintains the right, as in the past, to maintain "constables" or "special police" officers and to continue to use them for special police work and patrol as in the past, except as amended in this Agreement.

**ARTICLE XXX:  
DURATION**

The effective date of this Agreement shall be the date of execution, except where otherwise noted in the Agreement. It shall continue in effect until June 30, 2028, and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, by giving to the other party not more than two-hundred ten (210) days and not less than one hundred eighty (180) days notice of intent to propose amendments. Within thirty (30) days of receipt of such notice, negotiations shall commence between the Town and the Union for the purpose of such amendment, modification, or termination.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 10<sup>th</sup> day of July, 2025.

WESTON POLICE UNION  
FRATERNAL ORDER OF  
POLICE, LODGE 041

TOWN OF WESTON

By: \_\_\_\_\_  
Stephen Egan, Labor Specialist

By:  \_\_\_\_\_  
Samantha Nestor, First Selectwoman

By:  \_\_\_\_\_  
Negotiating Committee

By:  \_\_\_\_\_  
Negotiating Committee

**ADDENDUM A**  
**PROCEDURE FOR OVERTIME SHIFT ASSIGNMENTS**

Section 1. (a) Officers shall not be ordered for a patrol shift during their scheduled two days off unless the officer is needed to meet critical staffing needs. When regular days off have either accumulated time, vacation, or T/Day (or any combination) on each end, it will be constituted a zone where the member will not be called for overtime nor will any refusal be given to the member. (b) There will be an exception in the event of an order-in situation. The member will be called and offered the overtime assignment after the prevailing overtime list of regular officers and sergeants has been exhausted. If the member then refuses, no overtime refusal will be charged, and then special officers will be called.

Section 2. There will be a four (4) hour grace period before the overtime shift begins where the member contacted will not be charged a refusal for the open shift.

Section 3. (a) A member will not be charged a refusal more than once for the same shift. (b) Refusals totaling more hours than the actual shift hours will not be charged to any member.

Section 4. If the member is on military duty on his working day, he will not be called for overtime assignments nor will any refusals be charged.

Section 5. All known overtime assignments will be filled no later than the 7th of every month, and additional overtime assignments occurring after the 7th of the month will be filled as soon as practicable.





**APPENDIX B**

SUMMARY OF BENEFITS  
DENTAL, VISION AND HEALTHCARE

**Summary of Benefits**  
**Anthem Dental Essential Choice**  
**Weston Town & BOE - Town Hall Union**  
**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](http://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.



<b>Annual Benefit Maximum</b> • Per insured person	Calendar Year	<b>\$2,500</b>	<b>\$2,500</b>
<b>D&amp;P applies to Annual Maximum</b>		<b>Yes</b>	<b>Yes</b>
<b>Annual Maximum Carryover / Carry in</b>		<b>No/No</b>	<b>No/No</b>
<b>Orthodontic Lifetime Benefit Maximum</b> • Per eligible insured person		<b>N/A</b>	<b>N/A</b>
<b>Annual Deductible</b> • Per insured person/Family maximum	Calendar Year	<b>\$50/3X Individual</b>	<b>\$50/3X Individual</b>
<b>Deductible Waived for Diagnostic/Preventive Services</b>		<b>Yes</b>	<b>Yes</b>
<b>Out-of-Network Reimbursement:</b>		<b>90th percentile</b>	

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

<b>Diagnostic and Preventive Services</b> <ul style="list-style-type: none"> <li>· Periodic oral exam 2 per 12 months</li> <li>· Teeth cleaning (prophylaxis) 2 per 12 months; w/periodontal maintenance</li> <li>· Bitewing X-rays: 2 sets per 12 months</li> <li>· Full-mouth or Panoramic X-rays: 1 per 36 months</li> <li>· Fluoride application: 1 per 12 months through age 19</li> <li>· Sealants 1 per 60 months; through age 16</li> <li>· Space Maintainers 1 per lifetime through age 18; posterior teeth</li> </ul>	100% Coinsurance	100% Coinsurance	No Waiting Period
<b>Basic Services</b> <ul style="list-style-type: none"> <li>· Consultation (second opinion) 1 per 12 months</li> <li>· Amalgam (silver-colored) Filling 1 per tooth per 12 months</li> <li>· Composite (tooth-colored) Filling 1 per tooth per 12 months</li> <li>· posterior (back) fillings covered as composites</li> <li>· Brush Biopsy (cancer test) Covered, 1 per 12 months; all ages</li> </ul>	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Endodontics (Non-Surgical)</b> <ul style="list-style-type: none"> <li>· Root Canal and retreatments 1 per tooth per 24 months</li> </ul>	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Endodontics (Surgical)</b> <ul style="list-style-type: none"> <li>· Apicoectomy and apexification 1 per tooth per 24 months</li> </ul>	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Periodontics (Non-Surgical)</b> <ul style="list-style-type: none"> <li>· Periodontal Maintenance 2 per 12 months; w/teeth cleaning</li> <li>· Scaling and root planing 1 per quadrant per 24 months</li> </ul>	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Periodontics (Surgical)</b> <ul style="list-style-type: none"> <li>· Periodontal Surgery (osseous, gingivectomy, graft procedures) 1 per quadrant per 36 months</li> </ul>	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Oral Surgery (Simple)</b> <ul style="list-style-type: none"> <li>· Simple Extractions 1 per tooth per lifetime</li> </ul>	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Oral Surgery (Complex)</b> <ul style="list-style-type: none"> <li>· Surgical Extractions 1 per tooth per lifetime</li> </ul>	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Major (Restorative) Services</b> <ul style="list-style-type: none"> <li>· Crowns, onlays, veneers 1 per tooth per 60 months</li> <li>· Cosmetic teeth whitening Not Covered</li> </ul>	50% Coinsurance	50% Coinsurance	No Waiting Period
<b>Prosthodontics</b> <ul style="list-style-type: none"> <li>· Dentures and bridges 1 per tooth per 60 months</li> <li>· Dental Implants Not Covered</li> </ul>	50% Coinsurance	50% Coinsurance	No Waiting Period
<b>Prosthodontic Repairs/Adjustments</b> <ul style="list-style-type: none"> <li>· Crown, denture, bridge repairs 2 per 36 months; 6 months after placement</li> <li>· Denture and bridge adjustments: 2 per 36 months; 6 months after placement</li> </ul>	80% Coinsurance	80% Coinsurance	No Waiting Period
<b>Orthodontic Services</b> <ul style="list-style-type: none"> <li>· None</li> </ul>	Not Covered	Not Covered	N/A



**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)



**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

**Analgesia, 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.

There is a waiting period of up to 24 months for replacement of congenitally missing teeth or teeth extracted prior to coverage under 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 employee benefits booklet. In the event of a discrepancy between the information in this summary and the employee booklet, the employee booklet will prevail.

# Your Vision Benefits Summary



Get access to the best in eye care and eyewear with TOWN OF WESTON and VSP® Vision Care.

## Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye doctor who's right for you.** The decision is yours to make—choose a VSP network doctor or any out-of-network provider. Visit [vsp.com](http://vsp.com) or call **800.877.7195**.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on [vsp.com](http://vsp.com).

**That's it! We'll handle the rest**—there are no claim forms to complete when you see a VSP provider.

## Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

## Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe, CALVIN KLEIN, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more.<sup>1</sup> Visit [vsp.com](http://vsp.com) to find a Premier Program location that carries these brands. Plus, save up to 40% on popular lens enhancements.<sup>2</sup> Prefer to shop online? Check out all of the brands at [eyeconic.com](http://eyeconic.com)®, VSP's preferred online eyewear store.

## Plan Information

**VSP Coverage Effective Date:** 07/01/2018  
**VSP Provider Network:** VSP Signature

TOWN OF WESTON and VSP provide you with an affordable eyecare plan.

Visit [vsp.com](http://vsp.com) or call **800.877.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

1. Brands/Promotion subject to change.  
 2. Savings based on network doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Available only through VSP network doctors to VSP members with applicable plan benefits. Ask your VSP network doctor for details.

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Benefit	Description	Copay
<b>WellVision Exam</b>	<ul style="list-style-type: none"> <li>• Focuses on your eyes and overall wellness</li> <li>• Every 12 months</li> </ul>	\$0
<b>Prescription Glasses</b>		\$20
<b>Frame</b>	<ul style="list-style-type: none"> <li>• \$130 allowance for a wide selection of frames</li> <li>• \$150 allowance for featured frame brands</li> <li>• 20% savings on the amount over your allowance</li> <li>• Every 12 months</li> <li>• Single vision, lined bifocal, and lined trifocal lenses</li> </ul>	Included in Prescription Glasses
<b>Lenses</b>	<ul style="list-style-type: none"> <li>• Polycarbonate lenses for dependent children</li> <li>• Every 12 months</li> </ul>	Included in Prescription Glasses
<b>Lens Enhancements</b>	<ul style="list-style-type: none"> <li>• Tints/Photochromic adaptive lenses</li> <li>• Standard progressive lenses</li> <li>• Premium progressive lenses</li> <li>• Custom progressive lenses</li> <li>• Average savings of 35-40% on other lens enhancements</li> <li>• Every 12 months</li> </ul>	\$0 \$0 \$80 - \$90 \$120 - \$160
<b>Contacts (instead of glasses)</b>	<ul style="list-style-type: none"> <li>• \$130 allowance for contacts; copay does not apply</li> <li>• Contact lens exam (fitting and evaluation)</li> <li>• Every 12 months</li> </ul>	Up to \$60
<b>Extra Savings</b>	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>• Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/specialoffers">vsp.com/specialoffers</a> for details.</li> <li>• 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul> <p><b>Retinal Screening</b></p> <ul style="list-style-type: none"> <li>• No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>• Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>• After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>	

### Your Coverage with Out-of-Network Providers

Get the most out of your benefits and greater savings with a VSP network doctor. Your coverage with out-of-network providers will be less or you'll receive a lower level of benefits. Visit [vsp.com](http://vsp.com) for plan details.

Exam .....	up to \$50	Lined Trifocal Lenses .....	up to \$100
Frame .....	up to \$70	Progressive Lenses .....	up to \$75
Single Vision Lenses .....	up to \$50	Contacts .....	up to \$105
Lined Bifocal Lenses .....	up to \$75	Tints .....	up to \$5

VSP guarantees coverage from VSP network providers only. Coverage information is subject to change in the event of a conflict between this information and your organization's contract with VSP; the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc. is the legal name of the corporation through which VSP does business.

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call (833) 899-7070 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,500/person or \$5,000/family for In-Network Providers. \$2,500/person or \$5,000/family for Out-of-Network Providers.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive Care</u> . Children's eye exam. For more information see below.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> services without cost sharing and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> . You don't have to meet <u>deductibles</u> for specific services.
Are there other <u>deductibles</u> for specific services?	No.	
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$3,500/person or \$7,000/family for In-Network Providers. \$5,000/person or \$10,000/family for Out-of-Network Providers.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, health care this <u>plan</u> doesn't cover, and <u>Out-of-Network</u> Transplants.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.anthem.com/find-care/?alphanumeric=AZL">www.anthem.com/find-care/?alphanumeric=AZL</a> or call (833) 899-7070 for a list of <u>network providers</u> . Costs may vary by site of service and how the <u>provider</u> bills.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>Out-of-Network Provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>Out-of-Network Provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.

Do you need a referral No.  
to see a specialist?

You can see the specialist you choose without a referral.

▲ All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Virtual visits (Telehealth) benefits available.
	<u>Specialist</u> visit	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Virtual visits (Telehealth) benefits available.
	Preventive care/ <u>screening</u> / <u>immunization</u>	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <b>provider</b> if the services needed are preventive. Then check what your <b>plan</b> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Typically Generic (Tier 1)	\$5/prescription (retail and home delivery)	20% <u>coinsurance</u> (retail and home delivery)	
If you need drugs to treat your illness or condition	Typically Preferred Brand (Tier 2)	\$25/prescription (retail) and \$50/prescription (home delivery)	20% <u>coinsurance</u> (retail and home delivery)	For more information, refer to "Essential Drug List" at <a href="http://www.anthem.com/pharmacyinformation/">http://www.anthem.com/pharmacyinformation/</a>
	Typically Non-Preferred Brand and Generic drugs (Tier 3)	\$40/prescription (retail) and \$80/prescription (home delivery)	20% <u>coinsurance</u> (retail and home delivery)	*See Prescription Drug section.
	More information about <u>prescription drug coverage</u> is available at <a href="http://www.anthem.com/pharmacyinformation/">http://www.anthem.com/pharmacyinformation/</a>			
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Emergency room care</u>	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
If you need immediate medical attention	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
	<u>Urgent care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----

\* For more information about limitations and exceptions, see the plan or policy document at <https://eoc.anthem.com/eocdps/>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	100 days/benefit period for Inpatient rehabilitation. -----none-----
	Physician/surgeon fees	0% coinsurance	20% coinsurance	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 0% coinsurance Other Outpatient 0% coinsurance	Office Visit 20% coinsurance Other Outpatient 20% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient -----none----- -----none-----
	Inpatient services	0% coinsurance	20% coinsurance	
	Office visits	No charge	20% coinsurance	<u>Cost sharing does not apply for preventive services.</u> Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
If you are pregnant	Childbirth/delivery professional services	0% coinsurance	20% coinsurance	
	Childbirth/delivery facility services	0% coinsurance	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	0% coinsurance	20% coinsurance	100 visits/benefit period.
	Rehabilitation services	0% coinsurance	20% coinsurance	*See Therapy Services section.
	Habilitation services	0% coinsurance	20% coinsurance	100 days/benefit period for skilled nursing services. *See <u>Durable Medical Equipment</u> section.
	Skilled nursing care	0% coinsurance	20% coinsurance	
	Durable medical equipment	0% coinsurance	20% coinsurance	-----none-----
If your child needs dental or eye care	Hospice services	0% coinsurance	20% coinsurance	
	Children's eye exam	No charge	20% coinsurance	*See Vision Services section.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	-----none-----

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- Children's dental check-up
- Glasses for a child
- Weight loss programs
- Cosmetic surgery
- Long-term care
- Dental care (Adult)
- Routine foot care unless you have been diagnosed with diabetes

\* For more information about limitations and exceptions, see the plan or policy document at <https://eoc.anthem.com/eocdps/>.

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- Acupuncture
- Bariatric surgery
- Hearing aids 1 unit every 24 months
- Infertility treatment
- Private-duty nursing \$15,000 maximum/benefit period in a Home Setting only
- Routine eye care (Adult) 1 exam/benefit period (In-Network)
- Chiropractic care 12 visits/benefit period
- Most coverage provided outside the United States. See [www.bcbsglobalcare.com](http://www.bcbsglobalcare.com)

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Connecticut Department of Insurance, 153 Market Street, 7th Floor, Hartford, CT 06103, (860) 297-3000, (800) 203-3447, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.cciio.cms.gov](http://www.cciio.cms.gov), or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.cciio.cms.gov](http://www.cciio.cms.gov)

Connecticut Department of Insurance, 153 Market Street, 7th Floor, Hartford, CT 06103, (860) 297-3000, (800) 203-3447

Additionally, a consumer assistance program can help you file your appeal. Contact Connecticut Office of the Health Care Advocate, P.O. BOX 1543, Hartford CT 06144, (866) 466-4446, <https://portal.ct.gov/oha>, [healthcare.advocate@ct.gov](mailto:healthcare.advocate@ct.gov)

**Does this plan provide Minimum Essential Coverage? Yes.**

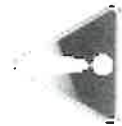
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

**Does this plan meet the Minimum Value Standards? Yes.**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,700</b>
<b>In this example, Peg would pay:</b>	
<u>Deductibles</u>	\$2,500
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$2,570</b>

*What isn't covered*

**Managing Joe's Type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$5,600</b>
<b>In this example, Joe would pay:</b>	
<u>Deductibles</u>	\$2,500
<u>Copayments</u>	\$600
<u>Coinsurance</u>	\$0
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$3,120</b>

*What isn't covered*

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$2,800</b>
<b>In this example, Mia would pay:</b>	
<u>Deductibles</u>	\$2,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$2,500</b>

*What isn't covered*

The plan would be responsible for the other costs of these EXAMPLE covered services.



