



Council Agenda

Council Chambers
Windsor Town Hall
June 16, 2025



Zoom Instructions

Dialing in by Phone Only:

Please call: **305 224 1968 or 309 205 3325**

1. When prompted for participant or meeting ID enter: **835 1001 2339** and then press #
2. You will then enter the meeting muted. During 'Public Comment' if you wish to speak press *9 to raise your hand.
Please give your name and address prior to voicing your comments.

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1. Only if your computer has a microphone for two way communication, then during Public Comment if you wish to speak press **Raise Hand** in the webinar control. If you do not have a microphone you will need to call in on a phone in order to speak.
2. During 'Public Comment' if you do not wish to speak you may type your comments into the Q&A feature.

7:20 PM Public Hearing

To hear public comment on proposed construction of sidewalks on Prospect Hill Road

7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER OR REFLECTION – Councilor Pelkey
3. PLEDGE OF ALLEGIANCE – Councilor Pelkey
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. COMMUNICATIONS FROM COUNCIL MEMBERS
7. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Public Building Commission
8. TOWN MANAGER'S REPORT
9. REPORTS OF STANDING COMMITTEES



10. ORDINANCES

11. UNFINISHED BUSINESS

- a) *Approve the construction of Prospect Hill Road sidewalks per Section 15-33 of the *Windsor Code of Ordinance* (Town Manager)

12. NEW BUSINESS

- a) *Approve Fiscal Year 25 year end transfers (Councilor Naeem)
- b) *Approve Fiscal Year 25 Purchase Orders (Councilor Naeem)
- c) *Approve collective bargaining contract with Windsor Police Department Employee Association for the period of July 1, 2025 through June 30, 2028 (Town Manager)
- d) *Consider Interlocal Agreement with East Windsor for Joint Public Safety Radio System Project (Town Manager)

13. *RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) *Minutes of the June 2, 2025 Public Hearing
- b) *Minutes of the June 2, 2025 Regular Town Council Meeting

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

17. ADJOURNMENT

★Back-up included

Agenda Item Summary

Date: June 16, 2025

To: Honorable Mayor and Members of the Town Council

Prepared By: Suzanne Choate, P.E., Town Engineer

Reviewed By: Peter Souza, Town Manager 

Subject: Prospect Hill Road Sidewalks

Background

The town has a grant commitment through the Local Transportation Capital Improvement Program (LOTICIP) for repaving a section of Prospect Hill Road, between the intersection of Day Hill Road and Lang Road. The initial LOTICIP project includes milling existing pavement and repaving. The State Department of Transportation (DOT) has requested the town to assess the possibility of constructing a sidewalk from Woodduck Farms Road to Day Hill Road. The DOT has indicated they would fund 100% of the sidewalk construction.

Construction of new sidewalks is regulated by Chapter 15 of the Code of Ordinances. Section 15-32 requires review by the Town Planning and Zoning Commission, which was done on May 20, 2025. In accordance with Chapter 15 a public hearing has been set for June 16, 2025 and abutting property owners have been notified by mail of the public hearing.

Discussion/Analysis

Prospect Hill Road is classified as a major collector roadway with an Average Daily Traffic (ADT) volume of approximately 3,200 vehicles per day. The proposed five foot concrete sidewalk would connect with existing sidewalk segments that run continuously to Prospect Hill Road's intersection with Poquonock Avenue. There are several residential subdivisions located off of Prospect Hill Road which have over 230 homes on or within a quarter mile of Prospect Hill Road. The new sidewalk would provide safe separated pedestrian linkages to Northwest Park as well as the multi-use path on Day Hill Road.

This proposed stretch of sidewalk, on the west side of Prospect Hill Road, would fill a gap for pedestrians, provide important connections, improve safety of the traveling public as outlined in the town's Plan of Conservation and Development and helps meet the objectives of the Federal Highway Administration's Safe Streets 4 All program along with working toward CT DOT's Vision Zero which aims to eliminate transportation related fatalities and severe injuries involving pedestrians, bicyclists, motorists and passengers.

The engineering department held a neighborhood information meeting on April 24, 2025 with the majority of those in residents in attendance indicating support of sidewalks.

If the Town Council approves the proposed sidewalk, final design would commence this summer with anticipated project bidding occurring in the upcoming winter of 2026 and construction in summer of 2026.

Financial Impact

The LOTCIP program is structured such that the town is financially responsible for the design of the project and the State, via the Capital Region Council of Governments, funds 100% of the construction. The town has received a Commitment to Fund of \$1.67 million which includes \$1 million for pavement rehabilitation and \$670,000 for sidewalk construction.

Additional design funds for the sidewalk would be allocated from the annual Town Aid for Roads grant in the amount of \$20,000. The design of the roadway rehabilitation, \$70,000, was appropriated from the Capital Projects Fund last year.

The town would be responsible for maintenance and repair of the sidewalk and abutting property owners would have snow and ice removal responsibilities.

Other Board Action

The Town Planning and Zoning Commission reviewed and recommended the construction of a new sidewalk along Prospect Hill Road between Woodduck Farms Road and Day Hill Road during their May 20, 2025 meeting.

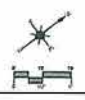
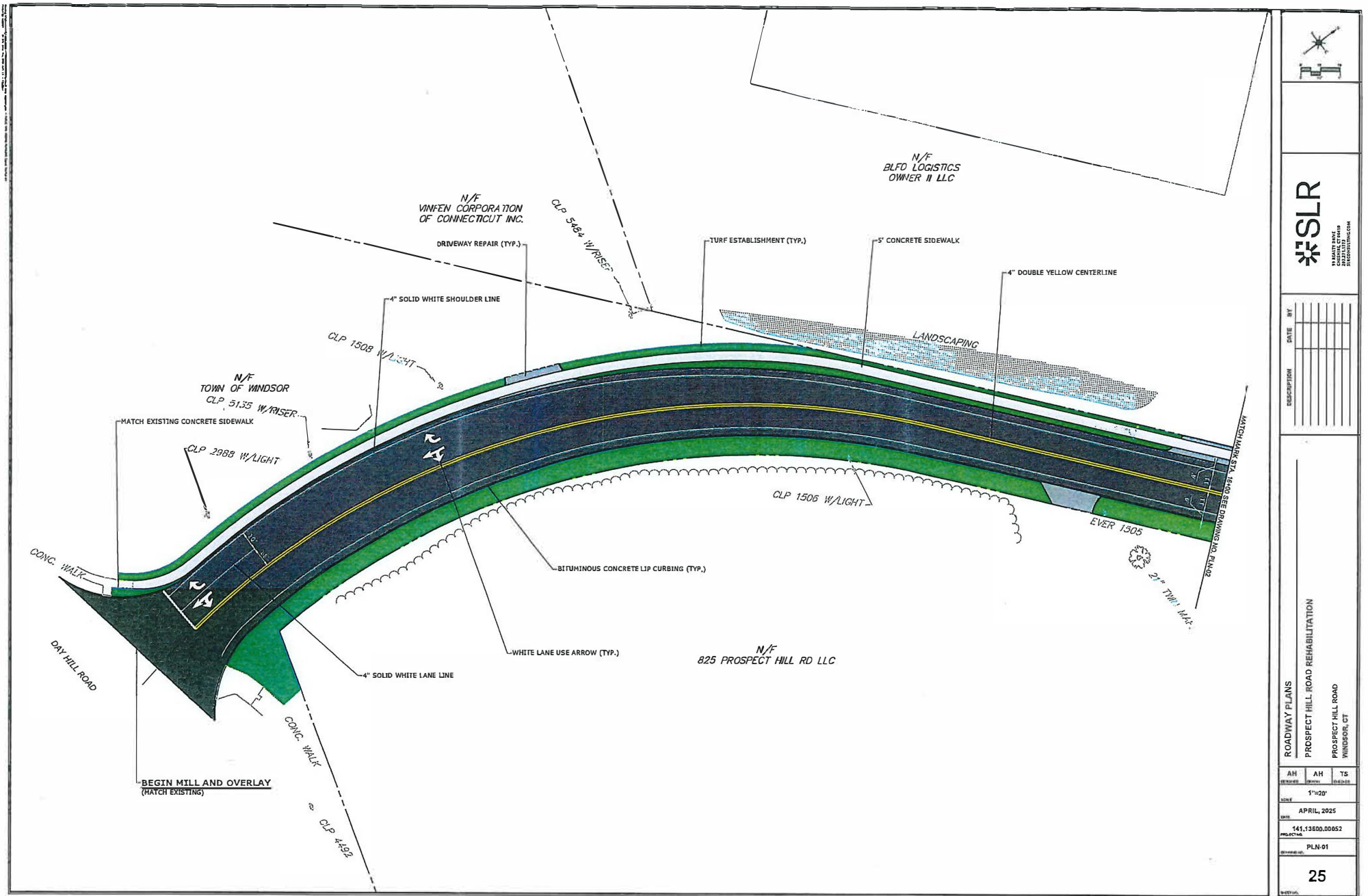
Recommendations

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

“MOVE to approve, per Section 15-33 of the *Windsor Code of Ordinances*, the design and construction of a sidewalk along Prospect Hill Road between Woodduck Farms Road and Day Hill Road.”

Attachments

Preliminary Sidewalk Layout Plan

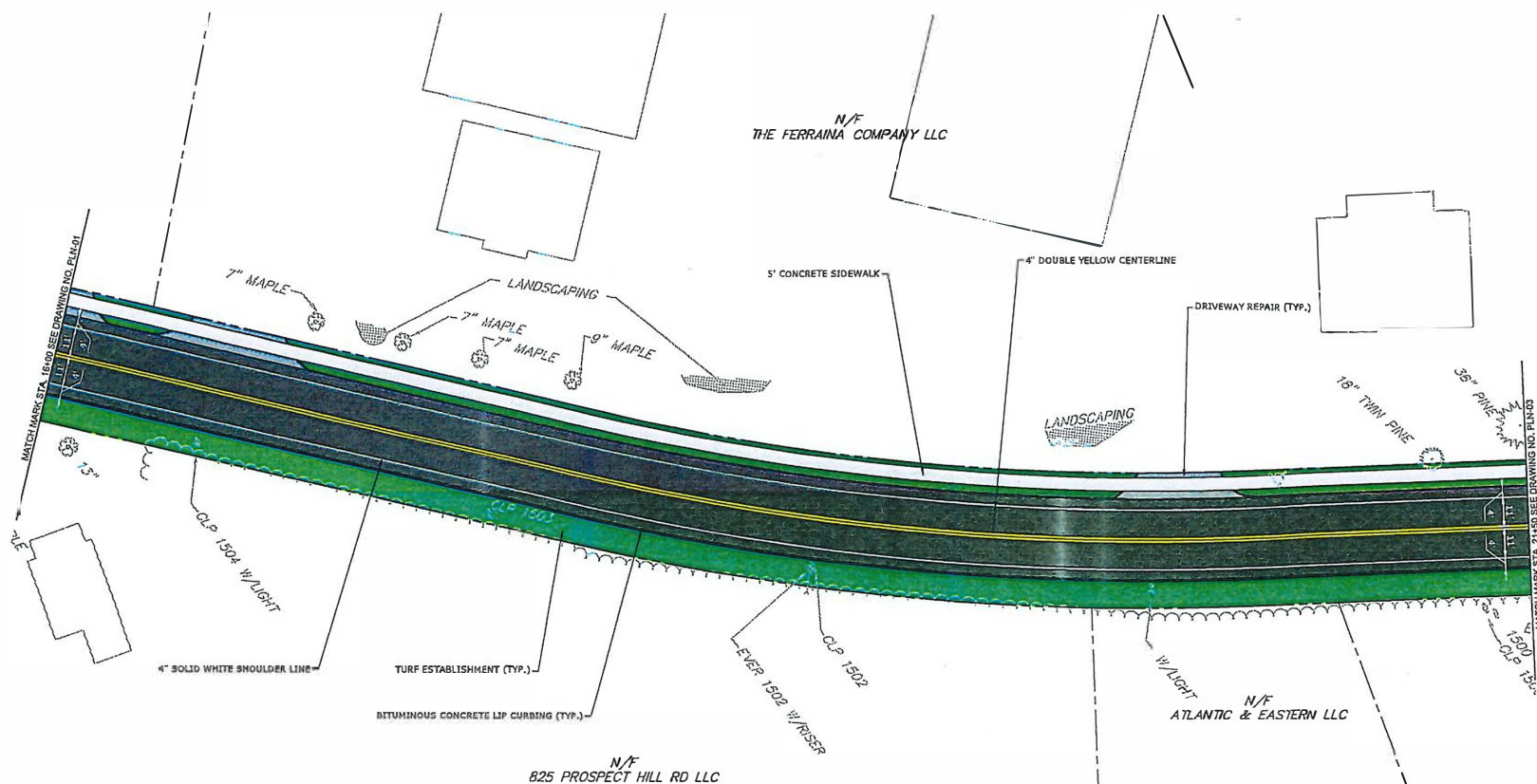


SLR
 30 MAINT ROAD
 SUITE 100
 WINDSOR, CT 06095
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DESCRIPTION	DATE	BY

ROADWAY PLANS
 PROSPECT HILL ROAD REHABILITATION
 PROSPECT HILL ROAD
 WINDSOR, CT

REVISED	DATE	BY	TS

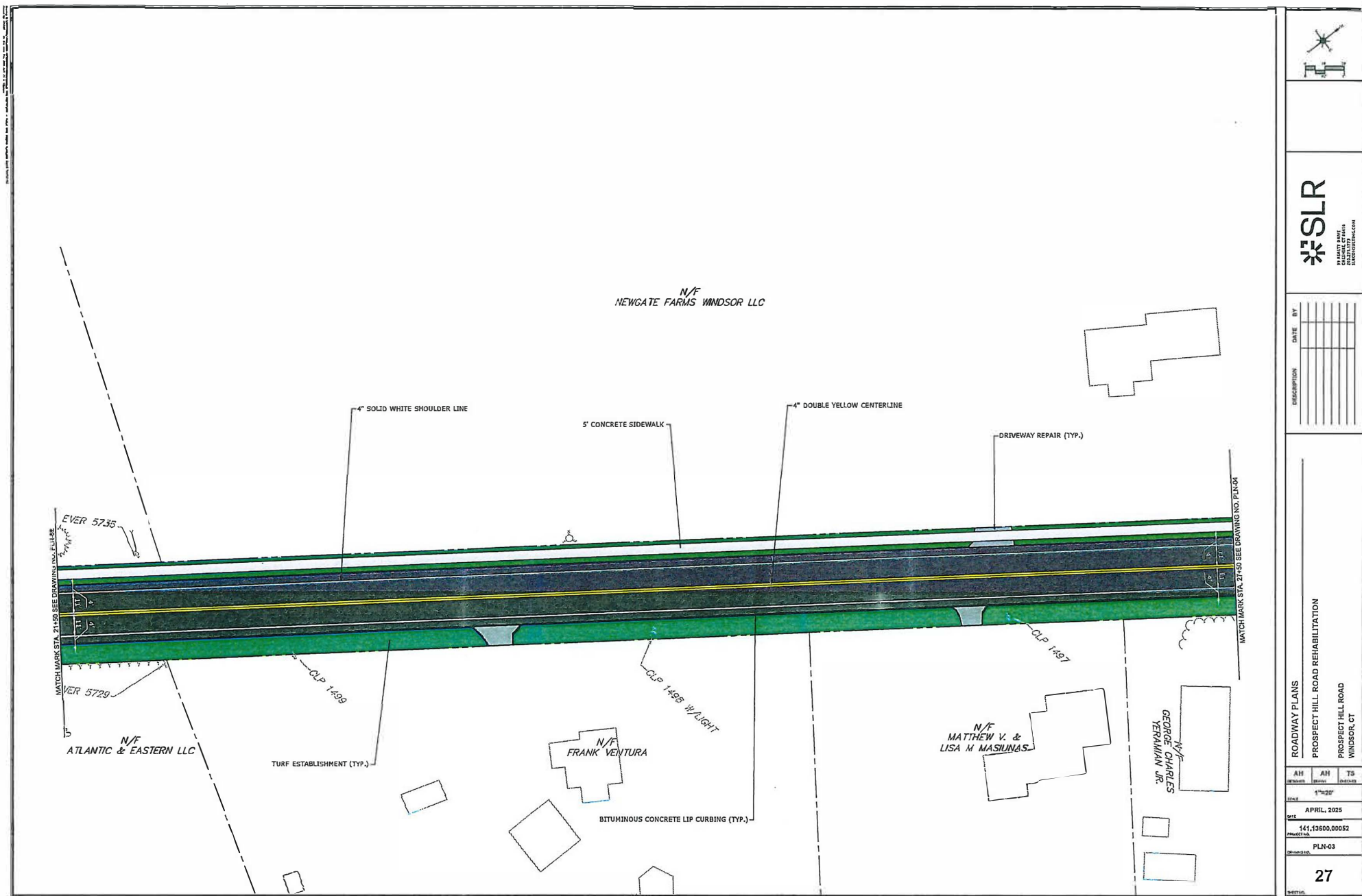


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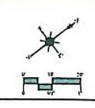


DESCRIPTION	DATE	BY

ROADWAY PLANS
 PROSPECT HILL ROAD REHABILITATION
 PROSPECT HILL ROAD
 WINDSOR, CT

DATE	BY	TS
APRIL, 2025		
141,13600,00052		
PLN-03		

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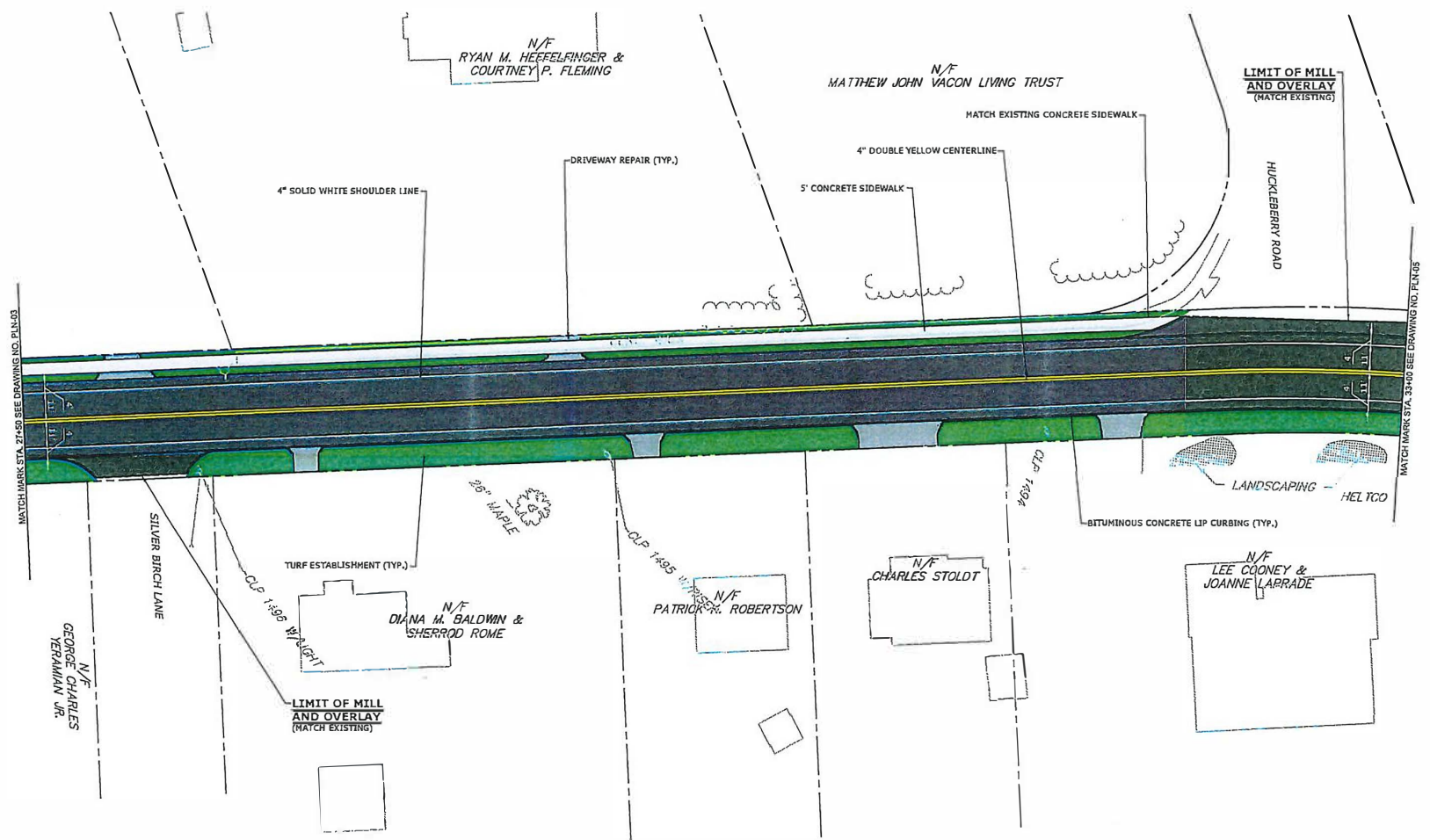


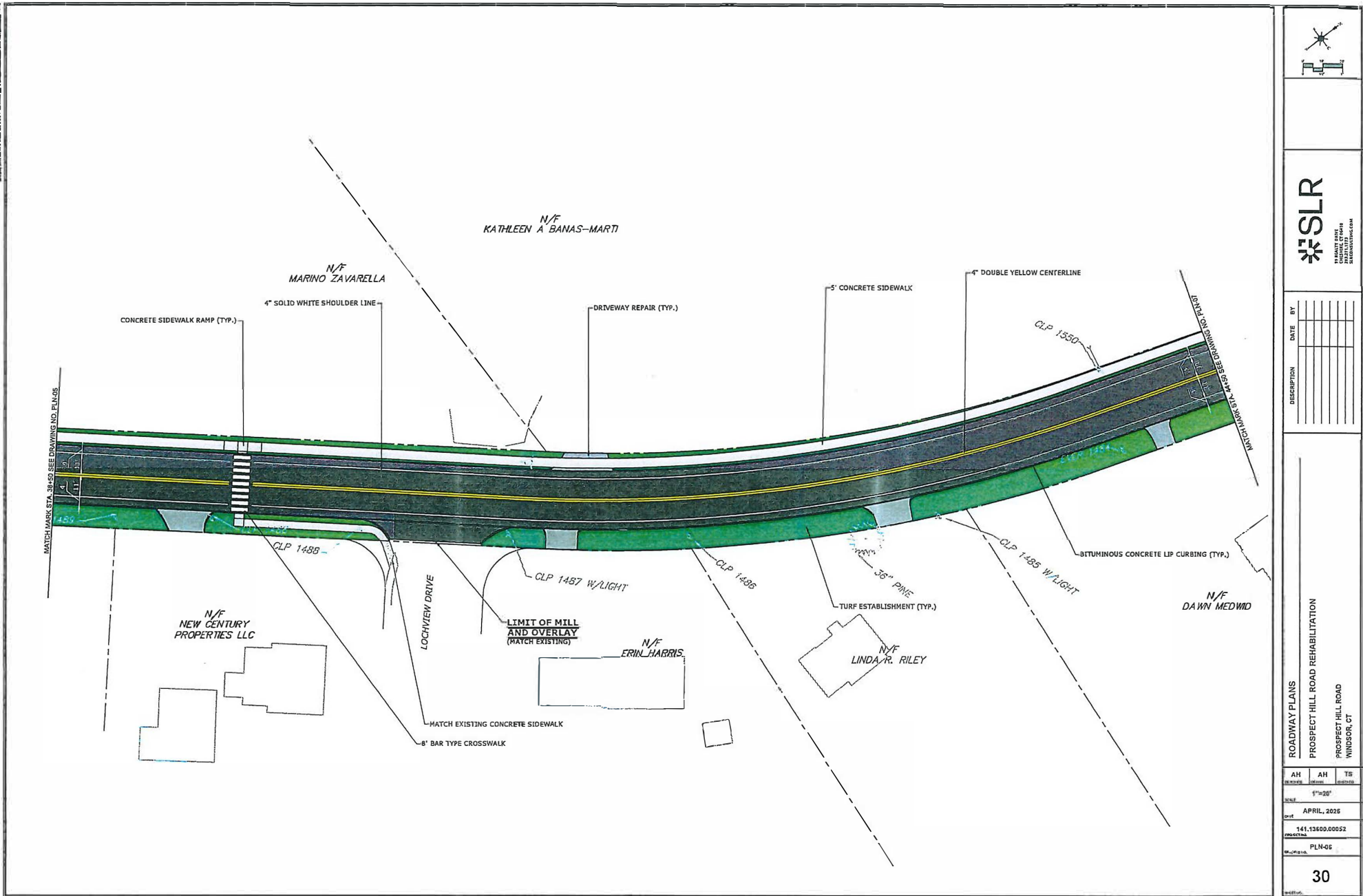
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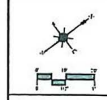
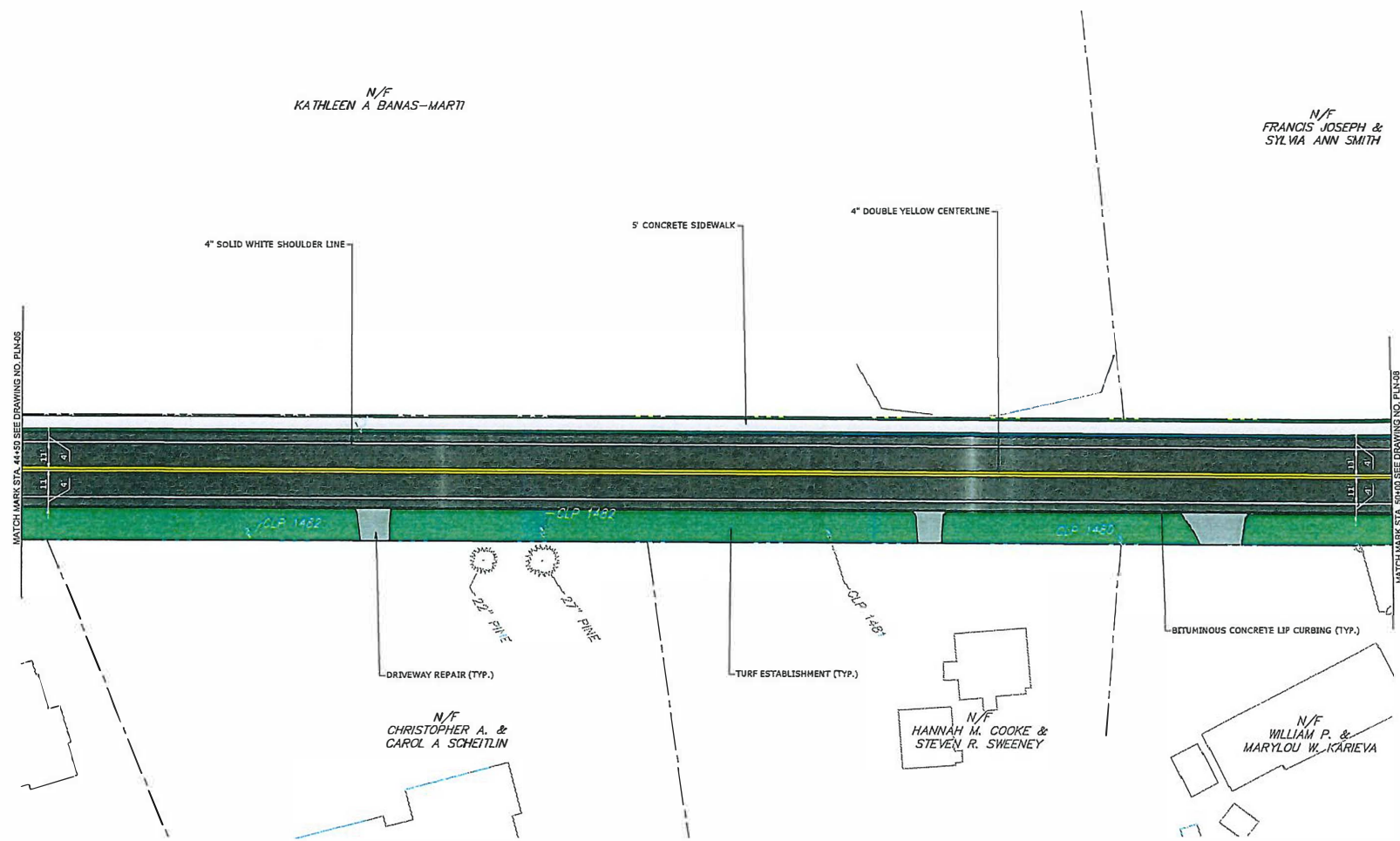
ROADWAY PLANS
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 WINDSOR, CT

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PLN-04			





PROJECT: PROSPECT HILL ROAD REHABILITATION
 DRAWING NO.: PLN-07
 DATE: APRIL 2025
 SCALE: 1"=20'
 SHEET NO.: 31 OF 31



DESCRIPTION	DATE	BY

ROADWAY PLANS

PROSPECT HILL ROAD REHABILITATION

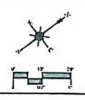
PROSPECT HILL ROAD

WINSTON, CT

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PLN-08







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DATE	BY	DESCRIPTION

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PROSPECT HILL ROAD REHABILITATION

PROSPECT HILL ROAD
WINSTON, CT

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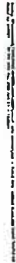
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DATE APRIL, 2025

PROJECT NO. 141,13600.00052

PROJECT NAME PLN-08

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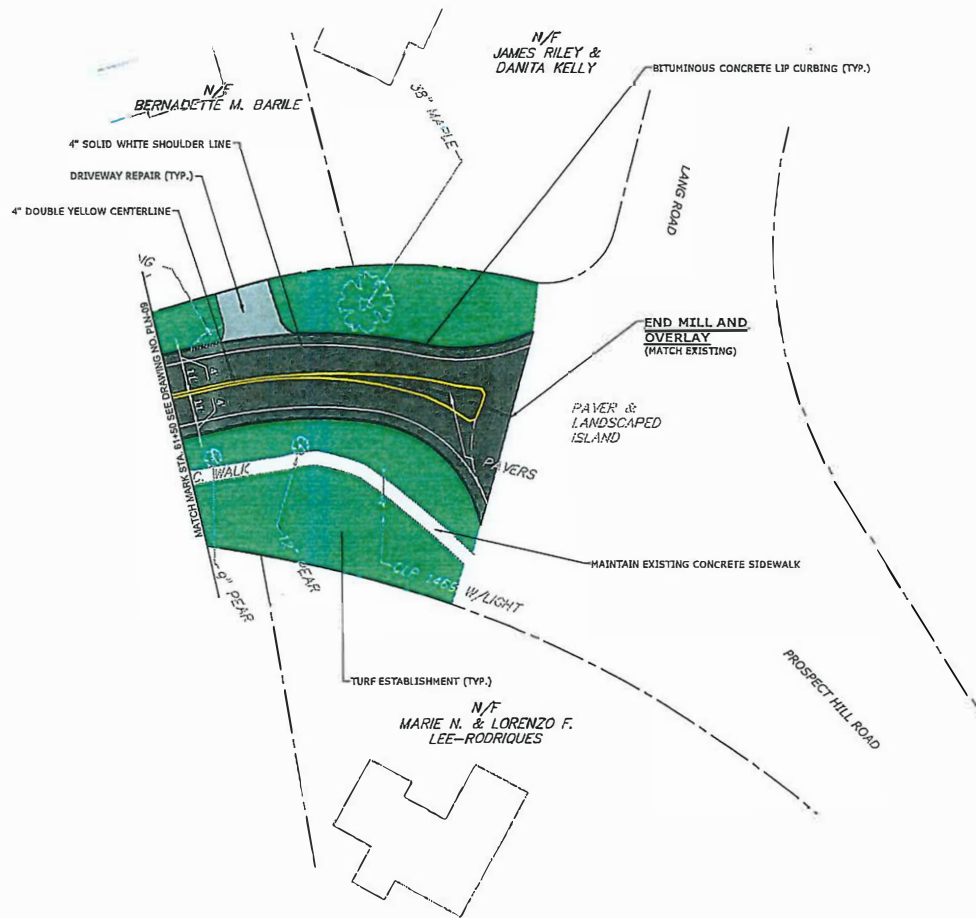


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ROADWAY PLANS
PROSPECT HILL ROAD REHABILITATION
PROSPECT HILL ROAD

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APRIL, 2025		
DATE		
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PROJECT NO.		
PLN-09		
DRAWING NO.		

33



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DESCRIPTION	DATE	BY

ROADWAY PLANS
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 PROSPECT HILL ROAD
 WINDSOR, CT

DATE	11/11/20
BY	SLR
DATE	APRIL, 2025
PROJECT NO.	141.13600.00052
PLAN NO.	PLN-10

Agenda Item Summary

Date: June 16, 2025

To: Honorable Mayor and Members of the Town Council

Prepared By: Jim Bourke, Finance Director

Reviewed By: Peter Souza, Town Manager 

Subject: Approval of FY 25 General Fund Year-End Transfers

Background

Each June the Town Council reviews the projected year-end financial results for the General Fund and considers recommended transfers if needed. Also, the Town Council, with the Finance Committee's recommendation, customarily grants the Finance Director the authority to transfer up to \$5,000 between service units at the end of the fiscal year (offsetting those that have gone over budget with those that have come in under budget). In addition, the Town Council is requested to approve the transfer of funds to service units that are projected to over the adopted budget amount by more than \$5,000.

Discussion/Analysis

The General Government service unit is projected to be over budget by \$44,180, which brings the FY 25 General Fund expenditures for the service unit to \$1,343,810 as opposed to the adopted budget of \$1,299,630. The main drivers for this are additional costs from legal fees for workers compensation cases (\$81,230), and costs incurred related to elections (\$13,450). These costs are offset by savings primarily in the Town Manager, Town Council and Boards and Commissions budgets. It is recommended that a transfer of \$44,180 be made from the FY 25 Safety Services budget.

The General Services service unit is projected to be over budget by \$98,500, which brings the FY 25 General Fund service unit expenditures to \$19,386,190 compared to the adopted budget of \$19,287,690. The main drivers for this are additional costs related to the Great Pond transfer (\$96,160) and MDC sewer charges (\$19,420). These costs were offset by savings in tax refunds. It is recommended that a transfer of \$98,500 be made from the FY 25 Safety Services budget.

At this time, there are no service units that are anticipated to require a year-end transfer by the Finance Director. However, in the event a service unit should exceed the original budget authorization, it is requested of the Finance Committee to recommend to the Town Council that the Finance Director be granted authorization to make year-end transfers of up to \$5,000.

Other Board Action

The Finance Committee met on June 4, 2025 and voted to recommend the Town Council approve the year end transfers as presented.

Recommendations

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

“MOVE that the Finance Director be granted authority to make year-end transfers in the General Fund of not more than \$5,000 per Service Unit, \$44,180 be transferred from Safety Services to General Government, and \$98,500 be transferred from Safety Services to General Services to cover projected year-end deficits.

Attachments

None

Agenda Item Summary

Date: June 16, 2025

To: Honorable Mayor and Members of the Town Council

Prepared by: Jim Bourke, Finance Director

Reviewed by: Peter Souza, Town Manager 

Subject: Approval of FY 25 Year-End General Fund Purchase Orders

Background

Attached are FY 25 year-end purchase orders as of June 4, 2025 for the Town Council consideration and approval. When goods and services are not able to be received and paid for in the current fiscal year, purchase orders encumbering the funds for those goods or services must be extended into the upcoming fiscal year. By extending the purchase orders into the new fiscal year, the Town Council is formally extending budgetary authority for that item or service.

Discussion/Analysis

There are seven FY 25 General Fund open purchase orders totaling \$221,827.01 that are expected to be continued into FY 26. The list of these purchase orders is attached. It is recommended the purchase orders be extended until October 20, 2025.

Other Board Action

The Finance Committee met on June 4, 2025 and voted to recommend the Town Council approve the open purchase orders as presented.

Recommendations

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

“MOVE that the FY 25 General Fund year-end open purchase orders as presented be extended until October 20, 2025.”

Attachment

FY 25 Year-End General Fund open purchase orders

Attachment A

Town of Windsor FY 25 Year-End General Fund Open Purchase Orders As of June 4, 2025				
Department	P.O. #	Vendor Name	Product / Service Description	Open Amount
Public Works Equipment Repair				
Repair & Maintenance	25358	Ray Jurgen Co. LLC	Mobile Column Lifts	\$28,551.00
Police - Uniform Patrol				
Vehicles	25262	Northwest Hills Chevrolet	2025 Chevrolet Tahoe	\$45,850.88
Contractual Services	25342	USA Mechanical	Rooftop HVAC Units - 100 Addison Rd.	\$52,419.23
Repair & Maintenance	25176	Steve Hershman	Lights & Equipment for Vehicles	\$25,749.88
Other Capital Equipment	25366	Adorama Inc.	Public Safety Drone	\$24,356.90
Other Capital Equipment	25362	Parros Gun Shop & Police Supplies	Firearms	\$39,159.12
Other Capital Equipment	25359	Laser Technology Inc.	Laser Speed Detection Units	\$5,740.00

General Fund Total \$221,827.01

Agenda Item Summary

Date: June 16, 2025

To: Honorable Mayor and Members of the Town Council

Prepared By: Amelia Bliss, Director of Human Resources
Don Melanson, Chief of Police

Reviewed By: Peter Souza, Town Manager 

Subject: Windsor Police Department Employee Association (WPDEA)

Background

The collective bargaining agreement with the Windsor Police Department Employee Association (WPDEA) expired on June 30, 2024. A new three-year agreement, effective July 1, 2024 through June 30, 2027 has been reached. The WPDEA members have ratified the contract and Town Council approval is now being requested.

The lengthy negotiation process focused primarily on wages, health insurance, vacation leave, and clarification of policies related to filling overtime shifts, rules related to training and leave time. Notable issues included “order in” language, allowing use of certain types of leave in less than four-hour increments, officer reassignment from their shift to attend mandatory training, and implementing language allowing bi-weekly pay.

Discussion/Analysis

Employee & Retiree Health Insurance

Employee contributions for health insurance premiums will increase incrementally by 0.05% per year, increasing from 23% to 24.5% by July 1, 2026 for the PPO plan and from 19% to 20.5% for the High Deductible Health Plan.

Other changes include:

- Office visit copay increases:
 - \$5 increase for regular visits (to \$40)
 - \$10 increase for specialist visits (to \$50)
- Surgery, hospital, Rx and Retiree changes:
 - Outpatient surgery: \$50 increase to \$250
 - Inpatient hospital: \$25 increase to \$200/day or \$600 per stay
 - Prescription drug copays increased for both plans by \$5 for generic and \$10 for brand and non-formulary
 - Prescription formulary changes, including a cost relief program for specialty medications that reduces the cost for employees and the town.
 - Maximum retiree health insurance contribution will increase from 25% to 30%.

Wages and Salary Schedule

The current pay plan for officers hired after 2016 will be merged into the higher pay plan for officers hired before that date. This alleviates the conflict within the bargaining unit due to having two pay plans for officers performing the same job. It also improves the town's salary

competitiveness in the market and resolves pay compression between the ranks. Pay ranges for detectives, sergeants and lieutenants will now be based on a percentage above the maximum police officer step (e.g., sergeants start at 12% above).

The general wage increase (GWI) is 2.5% for FY 26 and 2.25% for FY 27. The GWI for the animal control officer position is 3.5% annually.

Other

Other negotiated issues that have been agreed to by the union and management include:

- Updating the vacation accrual schedule for officers hired after 2013 who are on a different schedule than officers hired prior to that date. The new schedule reduces the time it takes to reach the 3-week vacation accrual from 7 years to 5 and the 4-week level from 14 years to 13.
- Frontloading vacation on the employees' anniversary date rather than earning small increments each week as an accrual.
- Increasing the detective uniform allowance by \$375 per year.
- Clarifying overtime rules related to ordering in and mandatory training.
- Clarifying language for filling private duty jobs.
- Adding language allowing the town to implement bi-weekly pay.
- Changing the work period for Officers in the academy from 40 hours weekly to 86 hours bi-weekly as allowed by the Fair Labor Standards Act. This change reduces overtime payments a minimum of 3 hours per week saving approximately \$1,950 per recruit at the FY 26 wage rate.

Financial Impact

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

WPDEA General Wage & Step Increases			
	% Increase	Wages + Step Increases	Additional cost each year over the prior year
FY 24 Budget - 4,601,335			
FY 25		4,790,221	188,896
FY 26	2.50%	5,162,835	258,119
FY 27	2.25%	5,376,816	213,982
TOTAL			472,100
Average Wage Increase	2.38%	For Years 2 & 3	

Changes to employee health insurance contributions and the prescription plan changes are projected to result in total avoided cost to the town of approximately \$120,000 over years two and three of the contract.

Other Board Action

None

Recommendations

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

“MOVE to approve the collective bargaining agreement between the Town of Windsor and the Windsor Police Department Employee Association for the period of July 1, 2024 through June 30, 2027.”

Attachments

WPDEA Agreement 7/1/24 to 6/30/27



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

JULY 1, 2024 – JUNE 30, 2027

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PREAMBLE

This Agreement made and entered into by and between the Town of Windsor, Connecticut, hereinafter referred to as the "Town," and the Windsor Police Department Employees Association, hereinafter referred to as the "Union."

WITNESSETH:

Whereas it is the intent of the parties hereto to promote a harmonious relationship in connection with the conditions of employment, deemed essential due to the nature of the duties of the members of said Union, and

Whereas the parties desire to set out certain areas of agreement as to said conditions in accordance with Section 7-467 through 7-477 of the Connecticut General Statutes, as amended, and the Town's Personnel Rules and Regulations;

Now, therefore, in consideration of these premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

ARTICLE I. MANAGEMENT RIGHTS

SECTION 1.1. Management Rights. Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers, and authority heretofore existing, including but not limited to the following: Determine the standards of services to be offered by the Police Department; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibility, and prerogatives are inherent in the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE II. RECOGNITION AND UNIT DESCRIPTION

SECTION 2.1. Recognition and Unit Description. The Town recognizes Windsor Police Department Employees Association as the sole and exclusive bargaining agent for the classifications of Police Officer, Detective, Sergeant, Lieutenant, and Animal Control Officer, including all positions below the rank of Captain.

SECTION 2.2. Non-Discrimination. The Union, its officers and the Town shall not engage in any action or behavior which discriminates on the basis of race, creed, color, sex, marital status or national origin or any other basis prohibited by federal, state or local law.. For the purpose of effectuating non-discrimination on the basis of sex, the masculine and feminine gender shall be interchangeable in this Agreement.

ARTICLE III. UNION SECURITY

SECTION 3.1. Union Security. All employees hired after the effective date of this Agreement must, within thirty (30) days from the date of initial employment, elect whether the employee wished to join, the Association. The Town will supply the Association with the name and address of all new employees within fifteen (15) days of the date of hire.

SECTION 3.2. Check-Off. The Town will deduct from wages of each employee, who individually certifies in writing to the Town that they authorize such deductions, the uniform dues hereafter levied by the Union in accordance with its Constitution and By-Laws. Such authorization, forwarded to the Finance Director in a form approved by the Labor Commissioner shall be effective as soon as practicable, which will ordinarily be the pay date following the receipt of the authorization. Such written authorization shall continue in effect until written notice revoking such authorization is received by the Town.

SECTION 3.3. Deduction Period. Authorized deductions will be made weekly, and all sums deducted shall be remitted to the duly authorized Financial Officer of the Union no later than the end of the calendar month on which the deductions are made. The Town will submit to the Union a monthly record of those employees from whom deductions have been made together with the amount of such deductions. If for any reason a deduction was not made, for an employee who has authorized such deductions, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him/her to bring his/her deductions up to date. The sum, which represents such Union dues deductions, shall be certified to the Town as constituting such by the duly authorized Financial Officer.

SECTION 3.4. Indemnification. The union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

SECTION 3.5 Union Financial Officer. The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

ARTICLE IV. GRIEVANCE PROCEDURE

SECTION 4.1. Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practicable so as to insure efficiency and employee morale.

SECTION 4.2. Definition. A grievance for the purpose of this procedure, shall be considered to be a Union complaint concerned with:

- a. Fair application and interpretation of departmental rules and regulations;
- b. Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

SECTION 4.3. Procedure. The Union shall have available the following grievance procedure on behalf of any employee who feels aggrieved concerning wages, hours, or conditions of employment or on any matter under this contract excepting the wage scale itself set forth herein. Time limits specified below may be extended by mutual agreement if by the nature of the grievance such is required.

- Step 1. Any grievance shall be submitted in writing to the Chief of Police within ten (10) working days of the occurrence which gives rise to the grievance. In the text of the grievance, the grieving party will document that he did discuss the issue at hand with his supervisor, or the supervisor giving rise to the grievance, prior to the written submission. The Chief of Police or his designee shall render a decision within ten (10) working days of receipt of the grievance.
- Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, it shall be presented in writing to the Town Manager or his/her designee within ten (10) working days of receipt of the decision at Step 1. The Town Manager or his/her designee shall render a decision on the grievance within ten (10) working days of receipt of the grievance. Either party shall be granted a ten (10) working day extension provided written notification of such extension is received within the time frame of this Step.
- Step 3. In the event the grievance is not resolved by Step 2, the Union may, within ten (10) working days of the Town Manager's decision, submit the grievance to mediation and arbitration by the State Board of Mediation and Arbitration in accordance with its usual rules and procedures, at the same time notifying the Town's Personnel Office of the submission. The Union's notice to the Town's Personnel Office shall include a copy of each document submitted to the SBMA and shall be served upon the Town at the same time and using the same means of submission as the Union uses to make its submission to the

SBMA. In determining the timeliness of a submission of a grievance to arbitration, the date upon which the SBMA receives the Union's submission shall be controlling.

SECTION 4.4. Arbitration Limits.

- a. Only the Union shall be authorized to submit a grievance to arbitration.
- b. Any arbitrator shall be limited to ruling on interpretations as to the application or meaning of the terms of this Agreement, and shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.
- c. When both parties agree, a single public member arbitrator will be used to arbitrate grievances under this article.

SECTION 4.5. Expedited Arbitration. The parties agree to the utilization of an expedited arbitration system for cases involving suspensions, demotions and all other disciplinary actions except terminations and for such other cases as may be agreed upon by the parties. Cases to be heard in

expedited arbitration shall be conducted in accordance with the expedited arbitration procedures of the State Board of Mediation and Arbitration (SBMA Regulations Section 31-91-51), except that the parties shall have the right to file briefs supporting their positions within fourteen (14) days after the last testimony is taken upon the matter and the Arbitrator's award shall be issued within fourteen (14) days after his or her receipt of said brief(s).

SECTION 4.6. Just Cause. No employee shall be discharged, terminated, demoted suspended or disciplined in any other manner except for just cause.

ARTICLE V. DISCIPLINARY PROCEDURE

SECTION 5.1. Departmental Hearings. The following procedures will be used for internal departmental hearings involving discipline which may result in suspension, involuntary demotion, or dismissal. Departmental hearings may be called at the discretion of the Chief or at the request of the officer. In departmental hearings, the officer charged and the Union shall be provided a written statement of the complaint and/or charges prior to the hearing. The Chief of Police or his/her designee(s) shall sit as the hearing officer(s). There shall be a maximum of three (3) Hearing Officer(s) from within or outside the Department designated by the Chief of Police. All hearing officers shall be sworn officers.

- a. The Hearing Officer(s) shall receive the Department's report and may ask questions of witnesses;

- b. The effected officer(s) or his/her representative may call and cross-examine witnesses;
- c. The hearing will be in private unless otherwise requested by the employee;
- d. The Board shall make its determination within ten (10) working days after the conclusion of the hearing. The Board shall be granted a ten (10) working day extension provided written notification of such extension is received within the aforementioned ten (10) working day period;
- e. Any appeals from the Board's decision will be made to Step 2 of the grievance procedure enumerated in Section 4.3 of this agreement;
- f. Disciplinary action shall be effective with the decision of the Board. Should the officer appeal the decision of the Board to the Town Manager, disciplinary action shall be effective with the Town Manager's decision. Should the officer appeal the decision of the Town Manager to the State Board of Mediation and Arbitration, disciplinary action other than dismissal shall be effective with the decision of the State Board of Mediation and Arbitration;
- g. The Board reserves the right to have a personal legal advisor whenever it deems necessary.

SECTION 5.2. Handling of Citizen Complaints.

- a. Any formal complaint by a person against a Police Officer shall be duly sworn to and signed by the complainant. If the person refuses to sign the complaint, the complaint shall be received and the refusal to sign shall be noted.
- b. The above does not preclude the Chief of Police from initiating a departmental investigation upon the receipt of any type of complaint if he/she determines it to be in the best interest of the Police Department and/or the Police Officer involved. The investigation of an unsigned complaint must be handled in an expeditious manner by the Chief of Police and be concluded within thirty (30) days of the filing of the complaint. The thirty (30) day time period may be extended for unusual circumstances (i.e. witness may be out of town or incapacitated in a hospital, etc.). When the investigation has been concluded, the Police Officer involved shall be notified of the outcome.
- c. In the absence of any further corroboratory evidence after a Departmental investigation, an unsigned complaint on its own standing shall not be used as evidence in any formal departmental hearing against a Police Officer.

- d. If a false complaint, signed or otherwise, is made against any Police Officer, the Chief of Police, the Union Executive Board and the Police Officer involved will meet to review the charges and discuss whether or not the matter should be presented to appropriate prosecutorial persons.

SECTION 5.3. Internal Investigative Procedures. Whenever a Police Officer is under investigation for any reason which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:

- a. Any questioning of the Police Officer shall be conducted at a reasonable hour, normally when the Police Officer is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police.
- b. If the Police Officer under questioning is under arrest or is likely to be placed under arrest, he or she shall be informed of all his or her rights prior to the beginning of questioning.
- c. The Police Officer shall have the right to be represented by counsel of his/her choice at his/her own expense when the officer is being charged or likely to be charged with a criminal offense. If the employee so desires, a local Union representative may be present during any questioning which may lead to suspension, involuntary demotion, dismissal or arrest.
- d. Any Police Officer suspended from his/her duties shall be entitled to a hearing which shall be held as expeditiously as possible, until such hearing is held and a decision is made, said suspension shall be with pay.

SECTION 5.4. Prior to any disciplinary hearing which follows receipt of a sworn or unsworn statement or complaint, a copy of the same shall be given the accused officer as well as a copy of the departmental investigative report concerning the incident or complaint.

SECTION 5.5. Arbitration Limitations. Any arbitrators shall be limited to ruling on interpretations as to the application or meaning of the terms of this Agreement, and shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

SECTION 5.6. Records. All records of verbal reprimands shall be removed from the personnel file after six (6) months. Records of written reprimands shall be removed from the personnel file after two (2) years. Records of suspension of ten (10) days or less shall be removed from the personnel file after three (3) years. Should an officer be subject to subsequent disciplinary action, any records removed may be used to show progressive discipline. If no discipline other than oral reprimands for a period of 5 years, prior discipline cannot be used to show progressive discipline. This shall not apply to discipline resulting in a served suspension of 5 days or more.

SECTION 5.7. Scheduling. Members under departmental charges shall, for good reason, have and enjoy the right of rescheduling their hearing date. Except by mutual agreement, a hearing may be rescheduled no more than twice.

ARTICLE VI. WAGES

SECTION 6.1. Effective and retroactive to July 1, 202~~14~~⁴, for Fiscal Year ~~214-22~~⁵, each employee covered by this Agreement shall receive a ~~2.50%~~ salary increase as follows:

- Police Officers at top step and hired before November 7, 2016 receive a 4.00% salary increase.
- Police Officers hired after November 7, 2016 shall move to the same step in new pay plan on the anniversary date of employment. Employees whose anniversary date is between July 1, 2024 and the ratification of the contract will receive a retroactive wage increase back to their anniversary date. Employees whose anniversary date is after ratification are not owed a retroactive pay increase.
- Detectives, Sergeants and Lieutenants shall move to the step in the new pay plan based on years in rank.
- The Animal Control Officer shall receive a 3.5% salary increase.

Retroactive payment shall be on the base salary and departmental overtime only, and shall not be paid on private duty jobs.

Eligible ~~employees~~ Detectives, Sergeants and Lieutenants not at the maximum step for their classifications shall receive one full step increment on their anniversary date of ~~employment or~~ promotion but shall not exceed the maximum for their classification.

SECTION 6.2. Effective and, if necessary, retroactive to July 1, 202~~25~~⁵, for Fiscal Year ~~2025-~~⁶ ~~20236~~, each ~~employee~~ Police Officer, Detective, Sergeant and Lieutenant covered by this Agreement shall receive a 2.50% salary increase. The Animal Control Officer shall receive a 3.5% salary increase. Eligible employees not at the maximum step for their classifications shall receive one full step increment on their anniversary date of employment or promotion but shall not exceed the maximum for their classification. Retroactive payment shall be on the base salary and departmental overtime only, and shall not be paid on private duty jobs.

Effective July 1, 202~~36~~⁶, for Fiscal Year ~~2026-202~~³⁷, each ~~employee~~ Police Officer, Detective, Sergeant and Lieutenant covered by this Agreement shall receive a 2.25% salary increase. The Animal Control Officer shall receive a 3.5% salary increase. Eligible employees not at the maximum step for their classifications shall receive one full step increment on their

anniversary date of employment or promotion but shall not exceed the maximum for their classification.

~~SECTION 6.3. (a) Employees hired after November 7, 2016, prior to reaching the maximum step for their classification, shall receive one full step increment and the general wage increase, if applicable as indicated in this section, on the anniversary date of employment or promotion, but shall not exceed the maximum for their classification. Those post November 7, 2016 with a hire date between July 1, 2021 and ratification will received the FY 21-22 general wage increase retroactive to said hire date, per Section 6.1 above.~~

~~—(b) Effective upon ratification, the salary schedule for employees hired after November 7, 2016 is adjusted to reflect an increase of \$500 on Steps G and H. Said salary adjustment and scale are set forth in Appendix B.~~

SECTION 6.43. Probationary Increase. During the first year and after successful completion of the Town probationary period, a Police Officer shall be eligible for an increase of one full step, and after one year of service, the rate of such Police Officer shall be determined in accordance with the base rate of the prevailing salary schedule under this Agreement.

SECTION 6.54. Wage and salary rates payable to the employees covered by this Agreement are fully set forth in Appendix B, which is hereby incorporated into, and made a part of, this Agreement. Said rates shall be on a weekly distribution. The Town may implement bi-weekly pay in the future with a minimum of 6-months' notice and implementation would be done in a month with 5 pay weeks.

ARTICLE VII. HOURS OF WORK

SECTION 7.1. Work Period/Work Week: The "Work Period" for employees of this bargaining unit (excluding the Animal Control Officer) shall be the bid duration of Two (2) months, as set forth in Section 7.5(a) of this Article. This Work Period shall also be applicable to all bargaining unit employees (excluding the Animal Control Officer) regardless of whether the employee bids his/her schedule according to Section 7.5(a) of this Article. It is the intent of the parties to this Agreement that this Work Period qualify under Section 7(k) of the Fair Labor Standards Act, and be within the meaning of "work period" as set forth in 29 CFR 553.224. For said employees a "tour of duty" for the purpose of 29 CFR Section 553.220, shall consist of a single bid shift as set forth in Section 7.2 of this Article. The regular workweek for all officers shall consist of five (5) days per week of eight hours and five minutes (8:05) each day or four (4) days per week of ten hours and five minutes (10:05) each day, including thirty (30) minutes for mealtime. Patrol shift supervisors' work week shall include a fifteen (15) minute "early report" for each patrol shift supervised, scheduled in accordance with Section 7.2 and paid at time and one half. Only one "early report" shall be paid for a consecutive sixteen-hour period of work. "Early Reports" shall not be deemed

in conflict with the requirements of Section 8.3(b). Except by mutual agreement, all officers shall have two (2) consecutive days off.

SECTION 7.2. Work Period/Work Week for Police Recruits During Academy Training: In accordance with Section 7 (k) of the Fair Labor Standards Act, the work period for police recruits who start the academy after June 1, 2025 shall be 14 days with a standard 43-hour workweek. Overtime will be paid for hours worked over 43 hours in a workweek. This schedule does not include a 30-minute unpaid lunch period, which recruits are entitled to take each workday. Recruits are expected to report promptly at their designated start times and fulfill all assigned duties and training requirements during their scheduled hours. Adjustments to the work schedule may be made at the discretion of the department to accommodate training or operational needs.

SECTION 7.23. Reporting.

- a. Bid shift hours for Patrol Officers are as follows:

5 day work week Bids:

C Shift	2255 - 0700 hours
A Shift	0655 - 1500 hours
B Shift	1455 - 2300 hours

4 Day work week Bids:

C Shift	2155 - 0800 hours
A Shift	0555 - 1600 hours
B Shift	1555 - 0200 hours

- b. Bid Shift hours for Patrol Supervisors (when supervising) are as follows:

C Shift	-2240-0700 hours
A Shift	-0640-1500 hours
B Shift	-1440-2300 hours

- c. Detectives will bid their shift by seniority following the patrol bid schedule. Whenever the number of permanent detectives assigned to the detective division is four or more, two detectives will be assigned to the evening shift. Should the number of detectives assigned to the detective division go above four, a split shift option will open for bid in addition to the day and evening shifts.

Bid Shifts for Detectives are as follows:

Detective 1:	A Squad	06:55 to 15:00
Detective 2:	A Squad	06:55 to 15:00
Detective 3:	B Squad	13:55 to 22:00
Detective 4:	B Squad	13:55 to 22:00
Detective 5:	A Squad	06:55 to 15:00

The fact that the detective evening shift reporting time is 13:55 hours shall not impede the eligibility of evening shift detectives to swap shifts pursuant to the parties' agreement regarding same, to work overtime on the day shift or to take day shift private jobs. To this end, whenever a detective scheduled to work on the evening shift also works during day shift hours (either for the Department or on a private job), that detective's reporting time will be adjusted for that day to allow the detective to report at 1555 hours. Patrol officers assigned to the detective division under Section 20.21, or for other temporary duty, will not be considered in determining staffing levels as described above. Nothing in this section shall be considered to guarantee a minimum detective staffing.

- d. Other Support Services personnel will work from 0755 hours to 1600 hours Monday through Friday except where specifically agreed between the Town and Union.

SECTION 7.34. Mealtime. Thirty (30) minutes shall be allowed for mealtime, and when the officer is on his/her mealtime, the on-duty supervisor shall see that coverage shall be extended to that position. The thirty (30) minute meal time may be extended to forty-five (45) minutes provided the officer uses the mealtime break to engage in a physical fitness workout in the Department gym or aerobic exercise commencing and ending in the gym.

SECTION 7.45. Report Writing. Report writing is acknowledged to be part of an employee's regular duty and shall be performed during the regular eight (8) hour shift unless otherwise authorized.

SECTION 7.56. Scheduling.

- a. The schedule will be bid on the basis of seniority for a duration of two (2) months for patrol assignments. . The Town agrees to make training available so that patrol officers may qualify for Communication Division overtime (dispatching duties).
- b. Patrol Assignments will be filled utilizing the Bid Process outlined in Appendix A.

- c During the bidding process, each officer, in accordance with seniority, shall have a maximum of 24 hours to indicate their selection. Any officer not making a selection within 24 hours will be passed over and will be assigned at the conclusion of the bidding. Any officer on authorized leave during the bidding process will be notified in order for them to have the opportunity to bid provided the officer has given the department notification of where the officer may be contacted.

SECTION 7.67. Daylight Savings Time. Employees who work C shift on the date when the clocks are moved forward, will report for work one hour earlier than the normal schedule. Employees who work the C shift on the date when the clocks are turned back, will be paid one hour at time-and-a-half for the extra hour worked.

ARTICLE VIII. OVERTIME

SECTION 8.1. Time Worked. Police Officers, Detectives, Sergeants and Lieutenants shall be compensated at the rate of time-and-one-half for all time actually worked over eight hours and five minutes in a tour of duty or forty hours and twenty-five minutes in a workweek. Animal Control Officer shall be compensated at time-and-one-half for all time actually worked over eight hours in a tour of duty or forty hours in a workweek. All leave except sick leave and compensatory time shall be counted as time worked in the computation of overtime.

SECTION 8.2. Replacement Schedule. Overtime shall be offered to officers according to the following procedure.

- a. All Police Overtime, including Private Jobs, shall be offered on the basis of department seniority (seniority determined from the date of hire in the Department) as follows:
 - 1. First Preference to Police Officers on a scheduled day off
 - 2. Second Preference to all remaining Police Officers not originally scheduled for that shift
 - 3. Detectives
 - 4. Sergeants
 - 5. Lieutenants
- b. Supervisory Overtime will be based on rank seniority, not department seniority.
 - 1. First preference to Sergeants on a scheduled day off
 - 2. Second preference to Sergeants getting off duty.
 - 3. To other Sergeants.
 - 4. To any other available Supervisor.

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

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

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

~~dc.~~ Staff meetings shall be held for no more than four (4) hours each, and shall be counted as time worked in the computation of overtime. Such meetings shall be held at a mutually agreeable time.

~~ed.~~ Detective Division On Call / Overtime

1. Detective overtime will be assigned using the Detective Division On Call schedule as outlined in Appendix A
2. Any other Detective Division overtime will assigned according to rank seniority.
3. Detectives will have first preference for overtime duty on stake-outs and surveillance requiring a plainclothes officer.

~~fe.~~ Communications Division Overtime.

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

1. First - offered as overtime to dispatchers
2. Second - offered as overtime to desk qualified officers per preference in Section 8.2a above.
3. Third - offered to desk qualified officers who would be interested in a mutually agreeable reassignment (who are already scheduled to work the same shift as the vacancy) provided if reassignment causes hiring of off-duty officer(s) and there are no volunteers, skip to next subsection D.
4. Fourth – order in a dispatcher
5. Fifth – order in a desk officer – this would only happen in the most extreme circumstance when no dispatchers are available to order.

SECTION 8.3. General. It is agreed that the assignment of overtime shall be regulated by the following:

- a. Overtime assignments shall be made in accordance with the above procedures on the basis of the recorded work schedule. The exchanges or "swaps" of tours of duty shall not be considered in the computation of overtime. The exchanges or "swaps" of tours of duty between two (2) officers shall be permitted subject to compliance with all federal laws and shall not under any circumstances result in any additional cost to the Town. The exchanges or "swaps" of tours of duty among more than two (2) officers shall be subject to a two (2) days advance notification and specific approval of the Police Chief or second-in-command; if neither is available, the request shall be submitted in writing two (2) days in advance to the scheduling Sergeant. The exchanges or "swaps" of tours of duty shall be further subject to compliance with all federal laws and shall not under any circumstances result in any additional cost to the Town.
- b. No officer shall be eligible, except in a dire emergency, to work an overtime shift if it results in his/her working more than sixteen hours and five minutes (16:05) consecutively. No officer shall work an overtime shift if it results in the officer working more than sixteen hours and five minutes (16:05) in a twenty four (24) hour period or thirty two hours and ten minutes (32:10) in a forty eight (48) hour period. In addition to working their normal forty hour and twenty five minutes work week, no employee shall work more than 40 additional hours of actual work (Department and/or Private Duty Jobs) in a week, except in a dire emergency. As provided in Section 7.1, "early reports" shall not be deemed in conflict with this section.
- c. Management retains the right to assign an available superior officer normally to fill an unfilled shift of a subordinate officer (excluding Police Officer except in an emergency) when it is determined by management to be in the best interest of the Town. When two (2) or more supervisors are on duty, the Town may offer a patrol shift assignment to a supervisor to fill the patrol shift in lieu of ordering in a patrol officer. The Town will first offer the shift to patrol officers.
- d. Court duty and assigned off-duty in-service training shall be included as time worked in the computation of overtime. ~~All mandatory off-duty in-service training shall be paid at time and one-half the employee's regular rate of pay. In-service training includes all formal job-related training sessions, but it does not include basic training.~~ Private duty jobs for which compensation is paid by someone other than the Town shall not be included in the computation of overtime. Court Duty worked on an off-duty basis shall be compensated as "call back" time under Section 8.3(e).

- e. An officer, including detectives, shall be deemed to have been called back when he/she is notified, after having completed his/her regular assigned shift and left his/her work station, to return to work. Officers called back to work shall receive a minimum of four (4) hours compensation at the straight time rate or one-and-one-half (1 1/2) times his/her regular rate for all hours actually worked, whichever is the greater. Officers called back for failure to turn in keys, equipment or evidence; for failure to complete log; for failure to complete reports; for failure to report the loss or damage of equipment; and for other reasons mutually agreed to between management and the Union's Executive Board shall not be paid.
- f. Whenever a Detective is called to come in to work from off-duty, he or she shall be paid in accordance with Appendix A.
- g. ~~A Forced Overtime List shall be established listing all officers from least to most senior. This list will reset every two weeks.~~ Separate order-in lists will be established for Officers and Sergeants, ranking from least to most senior person on each list. The Officer's list shall reset every two weeks. The Sergeant's list shall reset every twenty-eight days. If the town is unable to fill its overtime requirements utilizing section 8.2 above, overtime will be filled as follows:
 - 1. The next eligible employee on the respective order-in rotation list coming off shift will be ordered to work the first four (4) hours of the open shift and the next eligible employee on ~~the said~~ order-in rotation list coming on shift will be ordered to work the second four (4) hours of the open shift. In the event that the on-coming employee cannot be reached, the next eligible employee on the respective order-in rotation list coming off shift will be ordered to work the entire open shift. If any of the foregoing will result in the employee working more than sixteen (16) consecutive hours, the next eligible employee on the respective order-in rotation list will be ordered to work the open shift. ~~Either party may elect to terminate this provision as it relates to Sergeants being ordered in~~ and return to the language set forth in the ~~201921-202124~~ collective bargaining agreement on or after July 1, 2023~~6~~, provided the party has informed the other with at least sixty (60) days prior notice.
 - a. Officers and Sergeants with prior department commitments (Private Duty, planned leave, etc.) will be considered not eligible to ~~work~~be ordered.
 - b. Officers and Sergeants on a bidded scheduled day off shall be considered ineligible to be ordered.
 - ~~a.c.~~ Officers and Sergeants who work on a swapped shift on their day off are eligible to be ordered based on their position on the order-in list.

b.d. Prior to ordering a Sergeant for an entire 8-hour vacant shift, any Sergeant going into or coming off from their bidded days off shall be ordered by reverse seniority to work whichever half of the vacant shift that touches their shift. This section (8.3.g.1.(d)) shall not apply if a Sergeant has prior department commitments as outlined in Section 8.3.g.1.(a).

e.e. In the event that only Sergeants on days off are available to fill a vacant shift, the most junior Sergeant on the Sergeant Force List will be forced to work the entire 8-hour shift in lieu of splitting the shift and ordering two Sergeants for 4 hours.

~~2. An officer will not be forced to work twice within the two week period (when the list resets) if other officers who have not been forced are available to work.~~

2. 3. If an eOfficer or Sergeant is scheduled to be forced ordered, a more senior any eOfficer may take a "Voluntary Force Order" in that officer's place. This "Voluntary Force Order" will be marked on the forced overtime list and will count as an force order for this officer. An officer may not take an order from another officer unless that officer voluntarily agrees to gives up their order.

3. 4. If, due to overworked rules, the department is unable to force order an officer from the shift before or the shift after to fill a vacancy, the Department will force the least senior officer from the list that is on a regular day off.

a. Officers on a day off that abuts a vacant shift will be ordered before an officer on a day off that does not abut a shift.

- h. The Union agrees that no provision of this Agreement shall be construed so as to allow the doubling or pyramiding of overtime.
- i. Compensatory time will be allowed as long as it complies with the Fair Labor Standards Act (FLSA) and applicable State law. Compensatory time will be earned at the applicable overtime rate and taken under the same provisions for taking vacation leave (Section 16.2.d). Compensatory time may accrue to a maximum of one hundred twenty (120) hours. No more than eighty (80) hours may be earned and used in each fiscal year.
- j. All bargaining unit members hired before July 1, 2013 shall be credited with the following leave time each year:

At the beginning of the 5th year 16 hours

At the beginning of the 10th year 24 hours

At the beginning of the 15th year 32 hours

At the beginning of the 20th year 40 hours

The foregoing leave time will be credited to the employees Police Leave Time account on each July 1st prior to the employees hiring anniversary date. If upon the crediting of the above amounts, those amounts plus the officer's compensatory time exceeds the compensatory time limit set forth above, the officer shall have 90 days to bring the number of compensatory hours below the limit, or shall be paid a sufficient number of hours of the leave time (at straight time pay) to bring the officer below the limit

Notwithstanding the foregoing, all employees hired on or before June 30, 2013, shall receive the amount of leave time they were credited during the 2012-13 year each year until the employee has reached his/her twentieth (20th) year, when he/she will be credited with forty (40) hours of leave time.

Employees hired on or after July 1, 2013 shall not be eligible for this benefit.

- k. In order for one employee to bump another employee from an overtime assignment, there must be at least ~~twenty-four~~twelve (24~~12~~) hours notice before the start of the job.

ARTICLE IX. STANDBY

SECTION 9.1. Definition - Rate of Pay.

- a. When an employee is subject to call for emergency service but is simply required to keep the employer informed as to the location at which he/she may be contacted and his/her normal freedom of movement or normal activities are not restricted, working time shall begin when the employee is notified of his/her assignment and shall end when the employee has completed his/her assignment.
- b. All time during which an employee is required to be on call for emergency service at a location designated by the employer shall be considered to be working time and shall be paid for as such, whether or not the employee is actually called upon to work.

ARTICLE X. LONGEVITY

SECTION 10.1. Eligibility. For employees hired on or before June 30, 2013 longevity pay shall be earned on the employee's full-time anniversary hiring date. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment in any position.

SECTION 10.2. Longevity pay for the term of this Agreement shall be paid as follows:

<u>Continuous Years of Full-time Service</u>	<u>Total Annual Longevity Pay</u>
6 years but less than 10 years	\$325
10 years but less than 15 years	\$375
15 years but less than 20 years	\$450
20 years or more	\$550

Employees hired on or after July 1, 2013 shall not be eligible for this benefit.

ARTICLE XI. UNIFORMS AND EQUIPMENT

SECTION 11.1 Replacement and Cleaning. The Town shall, at its cost, furnish all regular full-time police employees who are required to work in uniform with the required uniform, clipboards, flashlights and batteries. The Town agrees to replace items of the uniform issue from time to time, as found necessary upon inspection, or when called to the attention of the supervisor by the employee, such replacement to be at the Town's expense unless the need for replacement is the result of negligence or wrongdoing by the employee. If the Town does not furnish such replacement within a reasonable time after the need has been determined, the employee shall be authorized to obtain such replacement by means of a purchase order to be issued by the Town. The Town shall pay for the dry cleaning of issued clothing, except shirts, for all uniformed personnel provided such service is performed by a Town-approved cleaner.

SECTION 11.2. Detective Allowance. Each Detective shall receive, in lieu of a Detective uniform, a uniform allowance of ~~\$625~~\$1,000.00; except that the supervisor assigned to the Detective Division shall receive an advance prorated for the period of assignment.

SECTION 11.3.Detective Dress Code. All investigative personnel shall wear neat appearing clothing to include dress shirt, slacks and sport coat or suit (sport coat becomes optional

during the months of June, July and August, but any weapons must be concealed when out in public).

SECTION 11.4. Personal Item Replacement. Personal clothing, watches, eyeglasses, and other approved personal items determined to be damaged or destroyed in the line of duty shall be repaired or replaced at market value by the Town.

SECTION 11.5. Uniforms. Seasonal uniform options are set forth in a General Order ~~10.04~~12.2 (effective date 024/20123). In the event that the Town wishes to change said uniform requirements, the parties shall negotiate such changes to the extent required by law.

ARTICLE XII. PRIVATE JOBS

SECTION 12.1. Definition and Rate of Pay. It is recognized that there are Town jobs and private jobs. Town jobs are all jobs for which the Town is not reimbursed or the reimbursement is from public funds or budget appropriation. Private jobs are all jobs for which the Town is reimbursed by a firm or individual. Regular police officers shall have first preference on all Town jobs requesting police personnel, excluding church traffic, Shad Derby, and Halloween, where first preference shall go to supernumeraries and traffic safety specialists. No member of the Department shall negotiate or work a private job as a Police Officer for the Town unless such job is contracted for through the Town. Regular Police Officers shall have first preference on the assignment to all private jobs according to Section 8.2.

If a Police Officer is not available the job may be assigned to a Supernumerary Officer. Detectives will have first preference for duty requiring a plainclothes officer. Regular officers assigned to a private job shall be paid as follows:

<u>Length of Duty</u>	<u>Rate of Pay</u>
4 hours or under	4 x highest Police Officer hourly salary x 1 1/2
4 hours to 8 hours	8 x highest Police Officer hourly salary x 1 1/2
8 hours to 12 hours	12 x highest Police Officer hourly salary x 1 1/2
12 hours or over	highest Police Officer hourly salary x 1 1/2 x number of hours worked

SECTION 12.2. Cancellation Notice. A mutually agreeable list will be prepared for clarification of Town jobs versus private jobs. In the event a private job is cancelled with less than four (4) hours notification to the department by the contractor, the officer scheduled for such job shall receive a minimum of four (4) hours pay at the prescribed rate for the job.

SECTION 12.3. Bumping. In order for one employee to bump another employee from a private job, there must be at least twelve (12) hours' notice before the start of the job.

SECTION 12.4 Private Duty Jobs received 12 hours or less from the start time of the job will be posted for 15 minutes for officers to respond. After the 15 minutes, the job will be filled utilizing Section 8.2.

ARTICLE XIII. PROBATIONARY PERIOD

SECTION 13.1. Probationary Period. New employees of the Police Department shall serve a probationary period of not less than twelve (12) and no more than eighteen (18) following completion of the officer's field training and shall have no seniority rights during this period.

Probationary employees have no recourse to any provision of this Agreement in cases of disciplinary action or removal. Effective upon the Town notifying the Union that it has received approval from the State Retirement Board (MERF-B) to commence credited service as of the date of hire (for new hires), the probationary period for any officer employed after such date shall commence upon either the completion of the police academy or the date of hire for certified police officers who have completed academy training.

ARTICLE XIV. HOLIDAYS

SECTION 14.1. Official Holidays. Each full-time member of the bargaining unit may take twelve (12) of the following days as holidays:

New Year's Day	Labor Day
Martin L. King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Easter Sunday or Yom Kippur	Day before Christmas
Memorial Day	Christmas Day
Fourth of July	

Within thirty (30) days of the execution of this agreement and thereafter on or before July 1st of each year, each Bargaining Unit member shall notify the

department of his or her intention to choose holidays under Plan A or Plan B. Plan A is the holiday work for pay plan for existing practice under the Collective Bargaining Agreement which expired June 30, 1999. Under Plan B, employees may bank all twelve (12) holidays (pro-rated for the year commencing July 1, 2000.) and use them in accordance with the requirements for taking vacation time. Under Plan B, employees will not receive any pay or compensation under any circumstances when working on a holiday other than the banking of the holiday as a vacation day. If an employee who has elected Plan B separates from employment from the Town for any reason, he or she will owe or be paid for unused/used banked holidays on a prorated basis in comparison to employees on Plan A on the holiday calendar. The proration between Plans A & B shall be at eight (8) hours straight time under both plans.

SECTION 14.2. Rate of Pay.

- a. On nine (9) of the above listed official holidays, and unscheduled holidays, i.e., days of mourning, dedication or other days given off to all other Town employees in addition to official holidays, the following shall apply: An officer who is scheduled and works on a holiday shall receive compensation at the rate of time-and-one-half his/her regular rate. An officer whose scheduled day off falls on the holiday shall receive another day off, or at the officer's option, an extra day's pay at straight time in lieu of the holiday. .
- b. The three (3) remaining holidays chosen by the officer may be taken as vacation days on or after the actual date of the holiday and in accordance with Section 16.2 and applicable department policies. Holiday time cannot be carried over into the next fiscal year and any unused holiday time will be paid to the employee at straight time.
- c. Employees who are scheduled off on any of the nine (9) holidays chosen by the employee and are called in to work on an official holiday shall be paid double time plus their regular pay at straight time.

SECTION 14.3. Pyramiding Limitation. The Union agrees that, as concerns the overtime provisions specified in this Agreement, no provisions shall be construed so as to allow the doubling or pyramiding of overtime.

SECTION 14.4. Other Leave Conflict. When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to the employee and the department head.

SECTION 14.5. Supervisors. When two supervisors are scheduled to work on a holiday, the Chief of Police may require one supervisor to take the holiday off. If this occurs, the supervisor with the least departmental seniority shall be the one required to take the holiday off.

ARTICLE XV. LEAVE

SECTION 15.1. Sick Leave. Each regular full-time and regular part-time employee whose normal work week is twenty (20) hours or more shall be eligible for sick leave with pay during and after his/her probationary period according to the following:

Years of Continuous Service

Work Days at Full Pay Per Year

0 to Termination

10

- a. Sick leave shall not accrue from year to year except to the extent of fifty (50%) percent of unused sick leave to a maximum of five (5) days carried into the next Fiscal year. Therefore, there shall be a maximum of fifteen days of sick leave available in any fiscal year. Sick leave eligibility will be computed on a fiscal year basis and will be renewed annually on July 1.
- b. Sick leave may be allowed by the department head for the following purposes:
 1. Personal illness, physical incapacity or non-compensable bodily injury and disease.
 2. Enforced quarantine in accordance with public health regulations.
 3. To meet medical and dental appointments in excess of two hours duration when an employee has made reasonable efforts to secure appointments outside his/her normal working hours provided the supervisor is notified at least one day in advance of the day on which the absence occurs.
 4. Illness or physical incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of three (3) days per year.
- c. The Town may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.
- d. On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than two hours after the beginning of his/her

scheduled work assignment, except that where a relief employee is required, such report must be made at least one hour prior to the beginning of his/her scheduled work assignment. Nothing in this Section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this Section due to extenuating circumstances.

- e. Sick leave will be recorded on the basis of whole days, half days, and quarter days. However, the quarter day method of recording would be used if and only if employees report to work at their scheduled time for their scheduled shift and then subsequently, during their shift, leave duty for reasons of illness. When such quarter day absences occur, Section 20.13 (Minimum Staffing) of this contractual agreement will not be in effect.

SECTION 15.2. Supplemental Sick Leave Benefits. Sick leave benefits shall be supplemented by the Town Supplemental Sick Leave Benefit and shall be paid in accordance with the following schedule. Each regular full-time employee ~~and regular part time employee whose normal work week is twenty (20) hours of more~~ shall be eligible for Supplemental Sick Leave benefits payable by the Town in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Work Days at 90% of Reg. Pay</u>	<u>Work Days at 2/3 of Reg. Pay</u>
6 months up to but not including 2 years	0	255
2 years up to but not including 5 years	5	245
5 years up to but not including 10 years	20	230
10 years up to but not including 15 years	50	200
15 years and over	120	130

- a. Supplemental Sick leave benefit payments begin the fourth day of absence due to an "off-the-job" accident and on the sixth day due to illness. An employee is eligible to receive payments under the supplemental sick leave benefit provided he/she has completed six months employment with the Town and is in work status at the completion of his/her six months employment. While it is not necessary to be confined in a hospital, the employee must be under a doctor's care in order to be eligible.
- b. The length of Supplemental Sick Leave Benefit payments is limited to 52 weeks.
- c. The eligibility and benefits under this Section 15.2 shall be the same as those in effect on July 1, 2013.

SECTION 15.3. Injury Leave. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of

his/her duties. Employees of the Town are covered by worker's compensation insurance. The Town, in case of injury leave, shall supplement the payments of the insurance company so that the employee will receive full pay during his/her absence, for a period not to exceed nine (9) months. In the case of injuries causing temporary disability and for absences of three (3) days or less, the Town shall pay the employee's regular salary for such period since payments are not made under worker's compensation insurance for such accidents.

- a. All payments on injury leave shall be made subject to the same rules and regulations as worker's compensation insurance. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

SECTION 15.4. Bereavement Leave. Each regular employee who works twenty (20) or more hours per week shall be granted bereavement leave up to three (3) days by the Town Manager when death occurs in the employee's or spouse's immediate family. For purposes of this rule, "immediate family" shall include: father, mother, sister, brother, wife, husband, children, grandparents, grandchildren, aunts, or uncles by blood, marriage or adoption, or anyone who is domiciled in the employee's household.

SECTION 15.5. Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary which will, together with the jury pay, equal his/her total salary for the same pay period. The employee shall notify his/her department head of the scheduled jury duty in advance.

SECTION 15.6. Personal Leave. Each bargaining unit member shall receive two (2) personal leave days for each fiscal year. Personal leave shall not accrue from year to year.

In addition, employees may earn additional personal leave days by maintaining an exemplary attendance record throughout the fiscal year. If an employee uses either no or very little sick leave, disability leave, or injury leave during the fiscal year, he will earn additional personal leave days according to the following schedule:

<u>Days Absent</u>	<u>Additional Personal Days Earned</u>
0	3
1 or 2	2
3 or 4	1

These additional personal leave days must be taken during the fiscal year immediately following the year in which they are earned, and they may not be carried over into any subsequent year.

~~Whenever there shall be a conflict in requested personal leave days, preference shall be given to employees according to seniority. Notification for personal leave shall be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to~~

~~the Office of the Chief; however, on week-ends, notification may be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the on-duty Supervisor. Extenuating emergency situations shall be considered for requests made less than the aforementioned time frame.~~

SECTION 15.7. Employee Birthday.

- a. Employees hired before July 1, 2013 shall be granted their birthday off with pay, or may choose to receive eight (8) hours of compensatory time in lieu of taking the day off. Employees whose birthday falls on their regularly scheduled day-off will receive eight (8) hours of compensatory time in lieu of their birthday off. Employees will notify their supervisor of their intention to take a birthday off or earn compensatory time under this section in the same time frames as for taking vacation leave. Employees hired on or after July 1, 2013 shall not be eligible for this benefit.

SECTION 15.8. Leave Time Usage – Officers Only

- a. The term "Leave" as used throughout this section means vacation leave, holiday leave, police leave, compensatory leave, personal leave and birthday leave.
- b. An employee may take leave during the year with proper authorization. If authorized, employees may use vacation, police leave, and compensatory leave in one-hour, two-hour, four-hour and full shift increments. Leave used in 2-hour increments or less are not subject to minimum staffing levels.
- a.c. Approval of leave requests submitted more than 28 days, before the first day of leave requested, will be based on seniority up to two officers below the minimum staffing level. Full shift requests will be approved before requests of 4 hours or less. Only full day requests are guaranteed.
- b.d. Approval of leave requests submitted 28 days or less, before the first day of leave requested, will be based on seniority up to one officer below the minimum staffing level. Full shift requests submitted more than 48 hours before the start of the shift on the requested leave date will be approved before requests of 4 hours or less.
- e. Officers may use their 2 personal days as guaranteed days off. These days must be taken as full days. Any personal leave days, earned by maintaining an exemplary attendance record throughout the fiscal year in accordance with Section 15.6, will be approved in accordance with c. and d. above and may be used in one, two and 4-hour increments or as full shifts. Personal Days may not be used on holidays.

- f. Officers who receive birthday leave are guaranteed their actual birthday off if requested, unless their birthday falls on a holiday. If this occurs, g. below applies. If the officer does not choose to take his birthday off, 8 hours of compensatory time will be given in lieu of the day off.
- g. No leave approval will be granted on holidays if it would require an employee to be ordered to work to provide coverage.
- h. ~~d. Whenever there shall be a conflict in requested vacation leave dates, preference shall be given to employees according to seniority. Notification for vacation leave of less than two (2) days shall be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the Office of the Chief; however, on weekends, notification may be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the on-duty Supervisor. Extenuating emergency situations shall be considered for requests made less than the aforementioned time frame.~~
- i. Supervisors may grant leave on a case-by-case basis due to extenuating circumstances for requests that fall outside the guidelines of this leave agreement.
- j. Nothing in this agreement prohibits the Administration from denying leave to provide the safety interests of the public, to include public safety emergencies, pre-planned major events, or when other personnel are not available to fulfill staffing levels.

ARTICLE XVI. VACATION

SECTION 16.1. Eligibility Schedule. Regular, full-time employees employed before July 1, 2013 covered by this Agreement and who have completed six (6) months of service shall earn vacation at the following rates:

Length of Continuous Service

Earned Vacation Leave

1 month up to but not including the 5th year	.83-days per month <u>80 hours/10 days</u>
5th year up to but not including the 10th year	1.25-days per month <u>120 hours/15 days</u>
Beginning the 10th year of service and beyond	1.66-days per month <u>160 hours/20 days</u>

Regular, full time employees hired on or after July 1, 2013 and covered by this Agreement and who have completed six (6) months of service shall earn vacation at the following rates:

Length of Continuous Service

Earned Vacation Leave

~~46 months~~ ~~up to but not including~~ through the ~~85~~th year

~~.83 days per month~~ 80 hours/10 days

Beginning the 86th year ~~up to but not including~~ through the ~~153~~th year

~~1.25 days per month~~ 120 hours/15 days

Beginning the ~~154~~th year of service and beyond

~~1.66 days per month~~ 160 hours/20 days

SECTION 16.2. Guidelines and Limitations.

- a. A regular employee may carry over a maximum of one-half (1/2) his/her earned vacation days from one year to the next and to accumulate vacation leave up to the following maximum limits:

Up to but not including 5 years of service

15 days

5 years up to but not including 10 years

22.5 days

Over 10 years of service

30 days

- b. Vacation leave shall be determined by the length of continuous service.

- ~~1. An employee may take earned vacation leave during the year with proper authorization except that no employee may take vacation leave of less than one-half (1/2) his normal workday.~~ Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation except in the most unusual cases and with the approval of the Town Manager.
2. Effective July 1, 2025 employees' earned vacation will be rolled into the next fiscal year. Employees will also receive the pro-rated amount of vacation earned from July 1, 2025 to the employee's next anniversary date. On each employee's anniversary date, they will receive the amount of vacation earnings for the upcoming year in accordance with 16.1 above.
3. Any employee who leaves employment for any reason shall repay the Town for any vacation leave in excess of the prorated portion of the vacation they were credited on their most recent anniversary date through their last day of employment. This repayment reflects the portion of that year which they have not yet worked. The town is authorized to deduct any such repayment from the employee's pay. If there are insufficient funds to cover the repayment amount, the employee is responsible for paying the remaining amount owed.

2.4. Employees who separate from the town service shall be paid their vacation balance in accordance with the town's Personnel Rules and Section 16.1 and 16.2, a. above. Under extenuating circumstances, the Chief may approve the vacation pay out when the employee has not met the requirements of the Personnel Rules. In the case of an employee's death, all compensation due to the employee, including any vacation pay, will be paid in accordance with the town's Personnel Rules.

~~d.5. Whenever there shall be a conflict in requested vacation dates, preference shall be given to employees according to seniority. Notification for vacation leave of less than two (2) days shall be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the Office of the Chief; however, on weekends, notification may be made at least the day before the requested leave during normal working hours (8:00 a.m. to 4:00 p.m.) to the on-duty Supervisor. Extenuating emergency situations shall be considered for requests made less than the aforementioned time frame.~~

e.6. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a physician's certificate describing indicating the ~~nature and~~ duration of the illness with ~~his/her department head~~ the Office of the Chief.

ARTICLE XVII. INSURANCE

Effective the first day of the month following ratification of this Agreement, the following insurance benefits shall apply:

SECTION 17.1. Hospitalization and Medical Plans. Hospitalization and Medical Plan. Employees in the bargaining unit are eligible to subscribe to the Town's hospitalization and medical insurance plan upon appointment. Enrollment in the Town's hospital and medical insurance plan shall be open to all bargaining unit employees and their dependents. The medical and hospitalization plan for bargaining unit members hired prior to ~~ratification of this agreement~~ November 7, 2016 shall be, at the election of the employee during the annual open enrollment, coverage under one of the following plans, or substitutes therefore with equivalent coverage:

- a. Century Preferred (PPO), as set forth in Appendix D-1 and D-3;
~~Effective July 1, 2022, or as soon as possible after the ratification of this Agreement, the BlueCare Plus I (HMO) plan will be eliminated and the remaining plans shall reflect the plan design and copays as set forth in Appendix D-1 and D-3,~~ which shall include the "Prescription Management Plan" for the PPO and the HDHP/HSA plans

- b. Anthem ~~Lumenos~~ High Deductible Health Care Plan (High Deductible Plan), per Appendix D-2 and D-3.
- c. BlueVue~~iew~~ Vision care plan, in addition to existing vision plan included in the existing health insurance plan. ~~and effective 1/1/22 or as soon as possible after ratification.~~
- d. The medical and hospitalization plan for bargaining unit members hired after ~~ratification of this agreement~~November 7, 2016 shall be the ~~Lumenos~~ High Deductible Health Care Plan, as set forth in Appendix D-2, or substitutes therefore with equivalent coverage.

SECTION 17.2. Premium Share. Effective ~~July 1, 2018 and thereafter~~as soon as practicable after ratification of this agreement, the Town shall pay ~~79~~6.50% of the full premium cost for employees hired prior to November 7, 2016 and who select the Century Preferred PPO plan~~the coverage selected by the employee~~, including vision and dental coverage under Sections 17.5 and 17.7 below, for each subscribing employee and his/her eligible dependents and the employee shall pay ~~21~~3.50% of the full premium cost.

Effective July 1, 2025, the Town shall pay ~~78~~6.0% of the full premium cost for employees hired prior to November 7, 2016 and who select the Century Preferred PPO plan~~the coverage selected by the employee~~, including vision and dental coverage under Sections 17.5 and 17.7 below, for each subscribing employee and his/her eligible dependents and the employee shall pay ~~22~~4% of the full premium cost.

Effective July 1, 20236, the Town shall pay ~~77~~5.5% of the full premium cost for employees hired prior to November 7, 2016 and who select the Century Preferred PPO plan~~the coverage selected by the employee~~, including vision and dental coverage under Sections 17.5 and 17.7 below, for each subscribing employee and his/her eligible dependents and the employee shall pay ~~23~~4.50% of the full premium cost.

Notwithstanding the foregoing, effective ~~July 1, 2018 and thereafter~~as soon as practicable after ratification of this agreement, for employees selecting, or required to select, the ~~Lumenos~~ High Deductible Health Care Plan, the Town shall pay ~~83~~0.50% percent of the full premium cost for the coverage, excluding dental coverage under Section 17.5 and vision coverage under Section 17.7 (which shall be allocated in accordance with the above provisions), for each subscribing employee and his/her eligible dependents and the employee shall pay ~~17~~9.50% of the full premium cost.

Notwithstanding the foregoing, effective July 1, 20225, for employees selecting, or required to select, the ~~Lumenos~~ High Deductible Health Care Plan, the Town shall

pay ~~82~~⁰% percent of the full premium cost for the coverage, excluding dental and vision coverage under Sections 17.5 and 17.7 (which shall be allocated in accordance with the above provisions), for each subscribing employee and his/her eligible dependents and the employee shall pay ~~18~~^{20.0}% of the full premium cost.

Notwithstanding the foregoing, effective July 1, 202~~3~~⁶, for employees selecting, or required to select, the ~~Lumenos~~-High Deductible Health Care Plan, the Town shall pay ~~81~~^{79.50}% percent of the full premium cost for the coverage, excluding dental and vision coverage under Sections 17.5 and 17.7 (which shall be allocated in accordance with the above provisions), for each subscribing employee and his/her eligible dependents and the employee shall pay ~~19~~^{20.50}% of the full premium cost.

SECTION 17.3. Section 125 Flexible Spending Plan. The Town shall make available a Section 125 Plan, as allowable under the Internal Revenue Code, for employees who wish to participate in it.

SECTION 17.4. Retiree Insurance and Premium Share. A retired employee may elect to continue the Town's hospital, medical prescription and dental insurance plan following retirement of the subscribing employee and his or her spouse at the time of retirement (per Appendix C) (other than dental, as set forth below), with the retired employee paying a premium share as set forth below. The hospital and medical insurance plan shall be the plan selected by the retiree from the plan(s) available to current bargaining unit employees at any given time, as it may change from time to time, ~~provided said plan(s) include all those plan(s) available to any current employee. The retiree may also chose from any other group plan(s) available or offered to any other groups of employees employed by the Town, (regardless of and without necessarily meeting any special requirements such as receipt of benefits from Medicare, military or VA), as they may change from time to time. If a retiree selects a plan not offered members of this bargaining unit, the retiree shall pay the same premium share as the employees enrolled in said plan without the limitation set forth below.~~

For health insurance (other than dental) the Town and retiree premium sharing shall be that which is in effect for current employees at any given time, as it may change from time to time with the retiree's share capped at ~~twenty-five (25%)~~^{thirty (30%)} percent of the premium.. For dental coverage the Town shall pay the foregoing premium share for the retiree, and the retired employee may elect to continue coverage for his/her spouse and dependents, and the retired employee shall pay the full premium for such coverage.

No such contribution shall be made if other Hospitalization and Medical insurance coverage is available or becomes available to the retiree through

another employer of the retiree. If the retired employee's spouse has comparable Hospitalization and Medical coverage available to him/her through his/her employer or the retiree's employer, the retiree and his/her spouse shall not be eligible for coverage under the Town's insurance coverage.

To be eligible for benefits hereunder, each retiree shall declare annually in writing under penalties of perjury that he/she does not have coverage available by completing the form required and to be delivered annually by the town, together with a return envelope, to the retiree with the notice of annual open enrollment. If no such written declaration is received, the Town shall be permitted to drop the coverage of retiree and spouse after due notice of such elimination of coverage is sent to the retiree and spouse's last known address by certified mail, return receipt requested. When coverage is no longer available to the retiree or his/her spouse, the retiree and spouse may re-enroll in coverage provided by the town as indicated in Section 17.2 above.

When the retiree and/or spouse become Medicare eligible, Medicare will become the primary insurance and the retiree and spouse will be eligible to enroll in the Medicare supplement plan/s offered to retirees at that time if no other coverage is available in accordance with the above provisions.

If a retiree and spouse/dependent opt-out of retiree medical or dental insurance (or do not continue said coverage upon initial retirement) the retiree (spouse/dependent) may "opt in" during the open enrollment period or upon a "qualifying event" as provided in the insurance contract(s) in effect with no change in coverage or contribution other than as set forth above.

The Town will provide the following Medicare Supplements: (1) The Hartford's Plan F Medicare Low Option Plan, High Option 83 (Base Supplement Plan); and (2) Medicare High Option Medicare Advantage Plan, Plan F with BlueScript for the retiree and spouse as each shall become eligible for Part A coverage without additional charge.

The retiree premium sharing shall be that which is in effect for current employees at any given time, as it may change from time to time capped at ~~twenty-five~~thirty (~~25~~30%) percent of the premium for the above provided coverage(s) selected by the retiree.

If the above ~~High~~Plan F Medicare Low Option ~~83~~ and/or ~~Plan F with BlueScript~~Medicare High Option Medicare Advantage Plan is/are no longer available, the Town will obtain substantially equivalent plan(s) if available, or substantially similar plan(s) if no such substantially equivalent plan(s) is available, which shall become the Town provided plan(s) for purposes of determining premium sharing. In determining if a plan is substantially equivalent or substantially similar, plan design (including internal copayments, etc.) taken in

conjunction with Medicare coverage, provider network and cost shall be considered.

Notwithstanding the foregoing, for all employees hired on or after July 1, 2013, the Town and retiree premium sharing shall be that which is in effect for current employees at any given time, as it may change from time to time for coverage for the retiree only. The retired employee may elect to continue coverage for his/her spouse and dependents, and the retired employee shall pay the full premium for such coverage. No Town contribution shall be made if other Hospitalization and Medical Coverage is available or becomes available to the retiree through another employer of the retiree. However, availability of any coverage for the retiree through the retiree's spouse is irrelevant.

SECTION 17.5. Dental Plan. Employees in the bargaining unit are eligible to subscribe to the Town's dental plan upon appointment. Enrollment in the Town's dental plan for bargaining unit members shall be the Connecticut Blue Cross Full Service Plan for Dental Care plus Rider A.

SECTION 17.6. Retiree Dental Plan. The Town's dental plan shall continue in effect following retirement of the subscribing employee, with the Town paying the same percentage of premium as it pays for current employees at any given time, as it may change from time to time with the retiree's share capped at twenty five (25%) percent of the premium. At the employee's option, he/she may elect to continue coverage for their dependents and/or spouse after retirement; however, the premium for such coverage shall be paid by the retiree.

SECTION 17.7. Vision Plan. Effective January 1, 2022 or as soon as practicable after ratification of this agreement, employees in the bargaining unit are eligible to subscribe to the Town's vision plan as set forth in Appendix D-4.

SECTION 17.8. Accident and Sickness Insurance. Regular employees who have completed six (6) months employment shall be covered by the Town's accident and sickness insurance plan (weekly disability indemnity). The Town shall pay the full accident and sickness insurance premium of each eligible employee.

SECTION 17.9. Life Insurance. Regular employees who have completed six (6) months employment shall be eligible to subscribe to the Town's life insurance plan. The life insurance is payable to the employee's designated beneficiary in the event of the employee's death as provided for in the Group Life Insurance Plan in force and effect during the 2019-2021 collective bargaining agreement. The schedule of insurance benefits and premium cost to the employee is based upon the employee's annual base earnings in accordance with the Plan of Group Life Insurance which will be made effective with the signing of this Agreement.

- a. Group Term Life Insurance Eligibility - Regular employees who have completed six (6) months employment working twenty (20) or more hours per week are covered by the Town's group term life insurance plan.
- b. Type of Plan and Benefits - The group term life insurance benefit is payable to the employee's designated beneficiary in the event of the employee's death. Benefits shall be paid in accordance with the life insurance contract in force.

The group term life insurance benefit is equal to one-and-one-half (1 1/2) times the employee's annual base earnings rounded up to the next higher \$1,000 amount, to a maximum of \$50,000.

- c. Payment of Premium - The Town shall pay the full premium for each eligible employee.
- d. Conversion - Eligible employees who are separated from the Town Service shall have the privilege to convert the group term life insurance to an individual policy in accordance with the life insurance contract in force.

SECTION 17.10. Accidental Death and Dismemberment. Regular employees who have completed six (6) months employment shall be covered by the Town's accidental loss of life, limb or sight insurance plan. Coverage is for the employee only in case of an off-duty accident. Benefits rendered under the plan shall be in accordance with the contract in force. The benefit under the plan will be equal to two-and-one-half (2 1/2) times the employee's basic annual salary rounded up to the next \$1000, to a maximum of \$100,000. The Town shall pay for the full accidental life insurance premium for each eligible employee.

SECTION 17.11. Alternate Carrier Coverage. The Town has the option of providing hospitalization, medical and dental coverage through ~~Mass Mutual (or Blue Cross/Blue Shield)~~ ~~for those electing Mass Mutual (or Blue Cross/Blue Shield)~~, or through another plan that provides equivalent benefits and substantially similar services. If the Town chooses to implement this option during the term of the Agreement, the Town will negotiate the proposed change with the Union prior to its implementation.

It is agreed that the purpose of such negotiation is to assure that the proposed change provides for equivalent benefits and substantially similar services, and the Union agrees not to seek improvements in its benefits or services during such negotiations. Nothing herein shall prevent the Town and Union from agreeing to improve such benefits and services by mutual agreement.

During the term of this contract, the Town shall have the right to offer additional health insurance plans with such conditions as the Town determines. Nothing in said Plan(s) shall affect coverages or premium-sharing under the Blue Cross/Blue Shield Plans presently in effect.

ARTICLE XVIII. SENIORITY

SECTION 18.1. Definition. The seniority rights of all members of the Department shall be based upon length of service and shall be determined from the day such person or persons were officially appointed as a regular officer in the Department. It is provided, however, that there shall be seniority in rank and that rank seniority shall be an exception to this Section. Rank seniority shall accrue from the first day of appointment to any given rank, provided that if any employee is demoted or voluntarily resigns from a given rank and then later is promoted back into that rank, rank seniority shall accrue from the first day of the most recent promotion only.

SECTION 18.2. Application. In the event of a dispute between employees concerning any issue not covered by the terms of this Agreement all other things being equal, seniority shall prevail.

SECTION 18.3. Layoff. In the event of a reduction in the force, lay-offs shall be in the inverse order of hiring and recall shall be by seniority. For the purpose of this Section, rank seniority shall not prevail.

SECTION 18.4. Seniority Interruption. Seniority shall not be interrupted by absence from duty, including suspension, termination or demotion followed by reinstatement unless otherwise ordered by an arbitrator, paid leave as provided under this Agreement and military leave. Any authorized leave of absence without pay, pursuant to the Personnel Rules, shall result in loss of seniority for only the period of time the employee is on said leave without pay. Termination (other than as stated above), resignation and retirement shall result in the end of seniority.

ARTICLE XIX. TRAINING

SECTION 19.1. Definition - Rate of Pay. All authorized time spent by police personnel in in-service training shall be counted as time worked in the computation of overtime. There shall be a minimum training call-out of four (4) hours and a maximum training time of eight (8) hours per session, except that there may be one annual station meeting for all departmental personnel which shall be a minimum training callout of two (2) hours scheduled with proper notice. Any authorized expenses incurred by employees in connection with assigned training will be reimbursed by the Town. An employee may be required to attend, and will be paid for, two (2) hours of training (at time and one-half the officer's regular base wage) annexed to either end of his/her shift (and not any part of his/her regular shift) with at least thirty (30) days prior notice and no more than once during each month of the fiscal year. The assignment shall be for training only.

SECTION 19.2. Training and Reassignment for Training Purposes: The Department has the right to reassign officers from their regularly scheduled shifts to attend mandatory training during regular duty time, provided that officers are given at least three (3) weeks' advance notice of the reassignment. If such reassignment creates overtime on the officer's

originally scheduled shift due to minimum staffing requirements, the officer has first right to work that shift as overtime. If the assigned training occurs on an officer's regular days off, the officer may choose to attend the training on an overtime basis or may opt to adjust their days off so the training counts as part of their normal scheduled workweek. In either scenario, the Department will make reasonable efforts to minimize disruption to the officer's schedule and apply these provisions fairly and equitably to all officers.

SECTION 19.3 Monthly Training for Specialized Assignments: Officers assigned to specialized units such as K-9, SWAT, Accident Reconstruction, and similar roles are required to attend monthly training sessions necessary to maintain proficiency in their specialized duties. Officers attending such training will be reassigned from their normal work schedule to accommodate the training. Overtime for attending this training shall be determined at the discretion of the Chief's office, based on operational needs and budgetary considerations. If a reassignment creates overtime on the employee's shift, the employee has the first right to work that overtime. The Department will provide reasonable notice of the training schedule to ensure officers can plan accordingly.

SECTION 19.24. Notices - Eligibility. All notices of police schools to which the Department intends to send someone shall be posted, when possible, at least two (2) weeks prior to said school dates. All officers shall have the right to request that they attend when enrollment permits. Whenever there is an extra person on a shift, any member of said shift desiring to attend said school shall be allowed to do so with approval of the Chief of Police, provided the opportunity is provided on a fair and equitable basis.

SECTION 19.35. Physical Fitness.

- a. Frequency. Officers covered by this Agreement shall be required to undergo a physical examination in minimum intervals as follows:

Eighteen (18) - Forty-five (45) years of age - every five (5) years.

Forty-five plus (45+) years of age - every two (2) years.

Any deviation from the foregoing schedule shall only be made for reasonable cause.

- b. Cost. The Town shall bear the cost of such examination.
- c. Results of Examination. The results of the physicals shall be sent to each officer upon completion of the physical. When the examination results in recommendations for remedial measures or treatment, a notification of the treatment recommended shall be furnished to the Chief. It shall be the duty of the officer concerned to reasonably comply with the recommendations concerning remedial measures or treatment made by the examining physician, unless he/she requests a second opinion from another

physician and the recommendations are not the same. Such second opinion, if requested, shall be secured at the employee's personal expense.

Should the recommendations determined by the employee's physician be different from that of the Town's examining physician, a mutually agreeable physician shall be selected for a third, final and binding opinion.

- d. All employees hired prior to the ratification of this Agreement shall participate in a physical fitness program that is individually designed by a certified counselor. Counseling shall be done within work hours. The Town will provide nutritional and physical fitness counseling to each individual member and shall make available a physical fitness facility for all members. While participation in the physical fitness program is mandatory, no discipline shall be imposed on any member for failing to meet the physical standards or expectations of the counselors. As part of the physical fitness program, weight lifting shall not be mandatory.

Prior to any physical fitness program being implemented, all officers shall have a physical examination (as specified in Section 19.3) to determine if they are physically able to participate in the program. The nutritionist/physical fitness counselor shall be selected by mutual good faith agreement by the parties. The physical fitness program is intended to help each individual officer regarding their physical fitness and is not intended to be punitive in any manner whatsoever.

- e. All employees hired after December 5, 2008 shall participate in the following fitness program.
 - 1. The purpose of the fitness program is to ensure the ability of the employee to come to the aid of citizens and fellow officers who are in need of assistance while minimizing the potential risk of injury to the employee.
 - 2. A committee on fitness testing will be established that will include rank and file members of the Department to provide advice and direction to the Department's fitness manager to ensure a real and reasonable program.
 - 3. All sworn personnel hired after the date of the ratification of this Agreement will be tested annually with testing procedure that is reasonable but no more stringent than the POST council's fitness test at the 40% level.
 - 4. Employees hired on or after the ratification of this Agreement will be followed up with counseling and retesting at 3 month intervals. If at the end of 1 year, the employee is not able to pass the test, they will be placed on a 1 year Probationary period. Counseling and retesting at 3-

month intervals will continue during the ensuing second 12- month period. At the end of this second year, if the employee is not able to pass the test, the employee will be dismissed from employment.

5. Reasonable adjustments will be made for employees with injury or ongoing medical conditions that make it difficult for them to take or pass a portion of the test, while still allowing them to fully perform the job. For example, an injured shoulder that makes it difficult to do pushups could result in a waiver of that particular testing component until the employee is restored to health. Similarly, an ongoing lower back problem that allows full functioning on the job but makes it difficult to make the sit-ups standard, might result in an agreed upon substitute standard or testing regimen to accommodate this medical condition. Consultation will take place among the fitness counselor, Town physician, Dept. fitness manager and employee to work out reasonable compliance standards.

SECTION 19.46. Psychological Evaluation. When the Chief of Police deems it necessary to send an officer for a psychological/psychiatric evaluation to determine fitness for duty, a report will be provided to the Chief by the examiner in the following manner:

- a. Fit for duty - if the officer is found to be fit for duty, the examiner shall report only that finding.
- b. Unfit for duty - if the officer is found to be unfit for duty, a full report will be provided to the Chief of Police.

SECTION 19.57. Drug Testing. The department will conduct drug testing pursuant to G.O. ~~11.053.4~~ Drug Abuse, Alcohol Misuse, and Testing

ARTICLE XX. GENERAL PROVISIONS

SECTION 20.1. Position Classifications. Copies of all present, new or amended position classifications for positions covered by this Agreement shall be forwarded to the Union.

SECTION 20.2. Insurance Contracts. The Union has the right to receive copies of the insurance contracts covering police personnel.

SECTION 20.3. Town Council Agendas. The secretary of the Union shall receive the agenda of all Town Council meetings.

SECTION 20.4. Union Meetings. Employees on duty, whenever possible and when necessary, shall be permitted to attend meetings of the Union.

- a. The members of the Union's bargaining committee (not to exceed seven (7) and no more than three (3) members from the same shift) who are scheduled to work a tour of duty during the Collective Bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, or its agents or representatives, and the Union held for the purpose of negotiating the terms of the contract or any supplement thereto.
- b. The President, the shift steward and employees involved in any grievance shall be granted leave of absence without loss of pay for the time required to discuss and process any grievance with the employee involved, and to participate in any grievance step as described in this Contract or in any arbitration proceedings consequent thereto.
- c. The Union officers, one (1) chief steward and a shift steward, or his/her designee shall be permitted to discuss official Union business with (a) the Chief of Police and his/her assignees during his/her working hours and (b) with employees prior to on-duty roll call and/or off-duty roll call. The Union president and a steward shall be permitted to discuss official Union business during regular working hours with any employees on matters pertaining to such an employee's grievance, at a time during said regular working hours that the Chief of Police shall designate.
- e. One (1) Union member shall be allowed to attend a Union related function, i.e., seminar, convention, etc. once each fiscal year, not to exceed three (3) consecutive on-duty days. This member shall suffer no loss of pay while on such leave and the Union president shall be required to submit the name of the member to the Chief prior to the posting of the work schedule.

SECTION 20.5. Safety. The Town recognizes the importance of insuring the safety of employees herein and shall at all times take all necessary measures to effectuate the same.

- a. Employees shall not be required to operate a four-wheeled cruiser without appropriate lighting and protective devices such as siren, emergency lights, first aid equipment, fire extinguisher, and a suitable radio except by mutual agreement of the employee and the supervisor.

SECTION 20.6. Off-Duty Response. An off-duty officer shall be considered to be acting in the line of duty when he/she responds to any situation requiring that he/she render assistance as a Police Officer. In this event, the dispatcher shall be notified as soon as possible. Such response shall be subject to and consistent with statutory authority to render assistance as a Police Officer granted by the Connecticut General Statutes.

SECTION 20.7. Information Meetings. The Town and the Union Executive Board will, at the request of either party, schedule an information meeting to be held once each month. Members of the Union Executive Board shall attend such meeting without loss of pay if such

meetings are scheduled during the regular working hours of the employees involved. At such meeting the Union's opinions will be welcome in all matters affecting the Police Department.

SECTION 20.8. Maintenance Limitations/Requirements. Except for a dire emergency, personnel of this collective bargaining unit shall not be required to do any maintenance work on police vehicles or buildings. All police cruisers are to be washed, vacuumed and disinfected as needed and maintenance checked at least once a week. When, in the judgment of the operator, a cruiser is defective, said operator shall bring the condition to the attention of his/her supervisor who shall take proper action.

SECTION 20.9 Mileage Allowance. When private vehicles are used for official police business, there shall be a mileage allowance equal to the business travel IRS mileage allowance per mile and the same shall be covered for liability and property damage in the same amount as Town vehicles are presently covered. Where prior authorization has not been granted, the officer will make every reasonable effort to obtain same by radio or other communication.

SECTION 20.10 Protection from Suit. In the event that an individual employee is sued and his/her property attached for an incident occurring while acting in the line of duty, then the Town agrees to provide counsel and to defend said employee and to furnish bonds to release any attachments or garnishments made.

SECTION 20.11. Savings Clause. In the event that any portion of this Agreement is declared invalid by a court, such invalidity shall not affect the remainder of this Agreement.

SECTION 20.12. Minimum Staffing. The Town will provide a minimum staffing level of five patrol districts on the "B" shifts seven (7) days per week and a minimum staffing level of five patrol districts on the "A" shift Monday through Friday, and a minimum of four patrol districts on the "A" shift on Saturday and Sunday. The Town will also provide a minimum staffing level of four patrol districts on the "C" shift seven (7) days per week. Sergeants shall not be counted for minimum staffing

SECTION 20.13. Continuation of Contract. During any future periods of negotiations where there is no collective bargaining contract in force, the expired contract shall continue in full force and effect. In addition, eligible step increases shall be continued only for those regular employees employed as of the date of contract signing.

SECTION 20.14. Residency Requirement. There is no residency requirement for employees of this bargaining unit.

SECTION 20.15. Awards Policy. The present awards policy shall be maintained for the duration of this Agreement, except that the practice of granting "award days" shall be discontinued immediately upon the effective date of this Agreement.

SECTION 20.16. Grooming. All Police Officers must present a generally neat and clean appearance according to the basic guidelines stated below:

- a. Haircuts. Whatever hairstyle the individual chooses to wear must be neatly groomed. The length of the hair will not extend beyond one inch below the base of the collar, unless pinned up, in all cases, the bulk and length of the hair will not interfere with the proper and normal wear of any uniform department head gear.
- b. Moustache. The pattern shall be neatly trimmed and tidy.
- c. Sideburns. If worn, they must be neatly trimmed and the base will be a clean shaven horizontal line not more than two (2) inches below the ear lobe.
- d. Beards and Goatees. If worn, must be closely trimmed, neat and clean, and the length of such facial hair shall not exceed one-half (1/2) inch.
- e. Jewelry. Wristwatches, identification bracelets and rings are authorized for wear with the uniform. Small post-type pierced earrings may be worn with the uniform.

SECTION 20.17. Special Assignments. All special assignments shall be for a maximum of four (4) years. This does not prohibit periods of less than four (4) years. Officers in a specialized assignment for more than two (2) years must return to patrol for a one (1) year period before being assigned to a subsequent special assignment. This shall not apply if no other officers are interested in the assignment.

SECTION 20.18. Performance Evaluation. The performance evaluation system for all sworn personnel shall be that which is detailed in General Order 11.20 – Performance Evaluations. All such evaluations shall be subject to the Grievance Procedure provided in Article IV of this Agreement.

SECTION 20.19. Animal Control Officer. The position of Animal Control Officer shall be exempt from the replacement schedule contained in Section 8.2 of this Agreement and the provisions of Section 8.3 shall not apply to this position. The Animal Control Officer shall be compensated at the rate of time-and-one-half pay for all time actually worked over forty (40) hours in a work week or eight (8) hours in a day. The maintenance limitations stated in Section 20.8 shall not pertain to the position of Animal Control Officer.

During snow storms of large accumulations, the Animal Control Officer shall not be required to shovel snow from around the pens and building.

SECTION 20.20. Detective Bureau Training. The Town may establish the practice of assigning police officers to the Detective Bureau for training when the number of detectives is staffed by a minimum of five (5) detectives, , and when the availability of patrol manpower so allows. This detective training assignment may be for a period of up to six (6) months. Police officers

assigned as detectives for up to six (6) months shall be paid the officer's regular rate of pay for the duration of said assignment.

SECTION 20.21 Tuition Reimbursement. Each employee shall receive reimbursement of fifty (50%) percent of the costs for tuition and/or books incurred in the pursuit of post-high school education at an accredited institution up to a maximum of \$2,100 per person per fiscal year. The conditions for such reimbursement are set forth in the Town's Personnel Policy.

SECTION 20.22 ICMA Mission Square Contribution. Commencing July 1, 2002, each employee may direct the Town to divert any longevity payment due under Article X of this Agreement directly into the employee's ICMA Mission Square account. This directive shall be made in writing at least thirty (30) days prior to the employee's full time anniversary hiring date unless the employee already has a written directive on file which shall remain in effect until rescinded by the employee in writing. Any such contribution shall be governed by the terms of the ICMA Mission Square Plan and applicable I.R.S. regulations.

Upon ratification the Town will implement a loan program allowing employees to borrow against their Mission Square 457 account, subject to the rules of Mission Square and any federal or state requirements.

SECTION 20.23. Wellness Program. The Town may, during the term of this agreement, institute a voluntary wellness program, which may include monetary and other incentives. The Town may terminate or modify said voluntary wellness program and/or incentives at its discretion.

Section 20.24 Take-Home Vehicle. All Lieutenants shall be assigned a take-home vehicle for travel to and from work and other official business.

SECTION 20.24 Smoking Policy. As a condition of employment, employees hired on or after November 1, 2015 are prohibited from using any smoking or tobacco products. Isolated use of tobacco products such as the birth of a child, weddings, etc., shall not be considered a violation of this agreement and will be reviewed on a case by case basis.

Should an employee violate the prohibition, the Town will adhere to the following course of conduct and correction:

1. Corrective measures (such as smoking cessation programs) shall, when deemed necessary, be offered prior to taking disciplinary action;
2. Any discipline shall be consistently applied; and
3. The Town retains its contractual rights with respect to probationary employees.

ARTICLE XXI. DESK OFFICER FUNCTION

The Town will continue to offer training in order to allow officers to become "desk qualified." An officer who wishes to become "desk qualified" shall notify Command Staff,

and such training shall be arranged for the officer. Once "desk qualified", an officer must work a minimum of one (1) shift every month either as overtime or a re-assignment. The town reserves the right to reassign a desk qualified officer to work a dispatch shift to meet this requirement. Detectives and Supervisors who are "desk qualified" are eligible to work Dispatch Overtime in accordance with Section 8.2.f. Detectives and Supervisors will be paid at the top patrol officer rate. If Detectives and Supervisors request training to become "desk qualified", the timing of this training will be determined at the discretion of the Chief or his/her designee.

ARTICLE XXII. LIEUTENANT PROMOTION

, The parties agree that for the Lieutenant test only, the parties will use the Assessment Center or best practice as agreed to by the parties. If after trying the Assessment Center it is unsatisfactory to either party, the parties agree to negotiate over the testing method for the position of Lieutenant.

ARTICLE XXIII. DURATION

This Agreement shall be effective upon ratification and shall be retroactive only to the extent set forth in this Agreement, and shall remain in full force and effect until June 30, 2024 and thereafter shall continue in effect from year to year, except it may be amended at any time by mutual agreement or upon the termination date of said Agreement by giving to the other party not less than one-hundred-fifty (150) days, nor more than one-hundred-eighty (180) days, written notice of intention to propose amendments.

Appendices A, B, C, and D are all incorporated into this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of ~~February, 2022~~ June, 2025.

FOR WINDSOR POLICE DEPARTMENT
EMPLOYEES ASSOCIATION:

FOR THE TOWN OF WINDSOR:

Signed

Signed

Signed

Signed

Signed

Signed

Appendices

Appendix A

Bid Schedule

1. **Two month bid cycle. Bid two cycles at a time.**
 - a. The Bid sheet will be posted a minimum of two months before the beginning of a bid period. The bid will be complete no later than 3 weeks before the start of the bid. Period.
The Bid cycle starts on the 1st Sunday of July, September, November, January, March, and May.
2. **The following bid slots will be posted: (Reporting Times are defined in Section 7.2)**

C SQUAD

OFC 1	11P-7A
OFC 2	11P-7A
OFC 3	11P-7A
OFC 4	11P-7A
OFC 5	11P-7A
OFC 6	11P-7A
OFC 7	11P-7A
OFC 8	11P-7A

A SQUAD

OFC 1	7A-3P
OFC 2	7A-3P
OFC 3	7A-3P
OFC 4	7A-3P
OFC 5	7A-3P
OFC 6	7A-3P
OFC 7	7A-3P
OFC 8	7A-3P
OFC 9	7A-3P

B SQUAD

OFC 1	3P-11P
OFC 2	3P-11P
OFC 3	3P-11P
OFC 4	3P-11P
OFC 5	3P-11P
OFC 6	3P-11P
OFC 7	3P-11P
OFC 8	3P-11P
OFC 9	3P-11P
OFC 10	3P-11P

The number of officers allowed to bid each shift will be determined based on staffing needs. Should the department need to limit the number of officers bidding a squad below the numbers listed above to allow for probationary or K-9 officers, Officers bidding the squad will bid their days off before any probationary or K-9 officer with less seniority are assigned their days off.

3. **Officers can bid their shift and their days off for the positions listed.** Officer can bid up to 5 districts on A and B Squad and 4 districts on C Squad. Remaining officers on each shift will be relief officers to be assigned as appropriate by Squad Supervisors. Days off will be posted on the bid shift to allow officers to bid their days off. If staffing allows, the department may post additional positions for each squad. These additional positions above those listed will be bid by shift only. Days off for these additional slots will be assigned by the shift supervisor.
4. **Probationary officers and shift bids.** Probationary officers will be assigned their shifts by the Patrol Lieutenant on a monthly basis for the first 3 full bid periods (6 months) after completion of Field Training. If performance issues are identified, the Patrol Officer can be extended for an additional 3 bid periods. Probationary officers will be balanced on each squad. (One bid slot on each shift will be filled by a probationary officer before a second slot on a shift is filled with a 2nd probationary officer. If there are less than 27 officers bidding for patrol, only one bid slot can be used for probationary officers.)
5. **For unforeseen circumstances such as an officer disability or long term worker's comp.** the administration, with seven days' notice, may change the shift and/or days off of any probationary officer assigned to a shift for the remainder of a bid period to meet staffing needs. If no officers on a shift are on probation, the administration may change the days off of the most junior officer on a shift to meet staffing needs. If a need exists to change the days off of the junior officer during the first month of a bid, the change will take effect at the start of the first Sunday of the second month. In any circumstance, the officer must be given seven days' notice before any such change. Any change will be on the same shift that the affected officer bid. If it is more beneficial to move an officer from one shift to another, the department may ask for a volunteer from a particular shift to fill a slot on another shift. The volunteer will be chosen by seniority. No officer shall be forced to a squad they did not bid.

Once a bid is posted, the department will not be required to rebid any slot that is filled using this procedure.

6. **Officers returning to the patrol division from extended leave or special assignment** during a bid period that they did not bid will be placed on the patrol squad the officer last worked, unless changed by mutual agreement. These officers will count towards minimum patrol staffing. Days off for the remainder of the bid period will be assigned by the patrol squad supervisor.
7. **All special assignments shall be for a maximum period of four years.** This does not prohibit periods of less than four years. Officers in a specialized assignment for more than two years must return to patrol for a one-year period before be assigned to a second special assignment. This shall not apply if no other officers are interested in the assignment.
8. **Officers on Special Assignment will be included in the bidding overtime and Private Duty job rotation.** Officers on Special Assignment shall no longer receive a special services stipend.
9. **Employees on special assignments shall have their days and hours of work posted on the bid for purposes of position on the overtime and private duty rotation.** Any changes to a special assignment officer's schedule to meet assignment needs shall not be considered time off for purposes of distribution of overtime and private duty jobs.
10. **Officers assigned to patrol related specialized assignments (Bike Officers, Traffic Enforcement, Crime Suppression, Warrant Service, etc) may be pulled from their assignment and used towards minimum staffing in patrol.** If available, officers assigned to traffic enforcement will respond to and investigate MV accidents
11. **With the addition of 10-hour work days on A, B, and C Squads, minimum staffing on C Squad between the hours of 2 am and 6 am will be 3 officers.** This does not preclude the C Squad supervisor from holding over a B squad officer that is scheduled to work from 4p – 2a over if coverage above 3 cars are needed to answer calls for service. If C Squad on Saturday or Sunday falls below 4 officers between 2 am and 6 am, the department will offer a 4-hour overtime for this period. This will be on a voluntary basis. This does not prevent a supervisor from holding over officers if necessary due

unforeseen circumstances, such as higher call volumes or critical incidents requiring additional officers.

12. Officers working 10-hour shifts shall be charged 1.25 days of leave time for any leave taken.

13. When officers working a 10-hour shift are scheduled for any full day training, their work week when the training occurs will revert to a 5 day – 8 hour schedule. The work week for the 6 slots will be as follows:

- | | |
|------------------------------|----------------|
| a. C Squad Ofc 1: F-S-S-M-T | Days off: W-Th |
| b. C Squad Ofc 2: T-W-Th-F-S | Days off: S-M |
| c. A Squad Ofc 1: T-W-Th-F-S | Days off: S-M |
| d. A Squad Ofc 2: S-S-M-T-W | Days off: Th-F |
| e. B Squad Ofc 2: M-T-W-Th-F | Days off: S-S |
| f. B Squad Ofc 2: T-W-Th-F-S | Days off: S-M |

Officers may select to use two hours of leave time per day in lieu of changing their schedule.

14. Overtime Shifts will be offered in from 7a-3p, 3p-11p, and 11p-7a, regardless of whether the vacancy is 8 or 10 hours. Officers working 10 hour shifts will be offered 6 hours overtime.

15. K-9 Officers will bid shifts based on Seniority. K-9 Officers may not bid the same shift. If the department maintains three K-9 Officers, one K-9 officer will be assigned to each patrol squad.

16. Sunset Clause: After a one-year trial period, either the Town or WPDEA may, unilaterally, determine that this plan has not met the goals and objectives desired from a new shift plan. If both the Town and WPDEA are in agreement to modify specific portions of this plan to better meet the needs of officers and the department, a second trial period will be used to further evaluate this shift plan. If either party, after the trial period, determines that this plan is not acceptable and should not be continued, both sides agree to revert back to the shift plan in place prior to implementation.

Detective Division Schedule / Call Out Procedures

1. Detectives will bid their shift by seniority following the patrol bid schedule. Whenever the number of permanent detectives assigned

to the detective division is four, two detectives will be assigned to the evening shift. Should the number of detectives assigned to the detective division go above four, a split shift option will open for bid in addition to the day and evening shifts.

Bid Shifts for Detectives are as follows:

Detective 1:	A Squad	06:55 to 15:00
Detective 2:	A Squad	06:55 to 15:00
Detective 3:	B Squad	13:55 to 22:00
Detective 4:	B Squad	13:55 to 22:00
Detective 5:	Split Squad	06:55 to 15:00

2. From Monday through Friday, a detective will be assigned each night as the on-call detective, covering the overnight hours (2300-0730 hours). The schedule will rotate one day each week. Detectives will not be compensated for this weekday coverage. Any actual recall to duty shall be paid in accordance to Section 8.3 (e).
3. The weekend coverage will be from Friday at 2200 hours to Monday at 0700 hours. The detective assigned for the weekend coverage will be compensated either 4 hours of pay or 4 hours of compensatory time at straight time rate. Should the on call detective be recalled to duty, the detective will receive overtime pay at time and one half for a minimum of four hours in lieu of the on call pay. Any subsequent recalls during the same on call period will be compensated per section 8.3 subsection e. The Compensatory time limitations listed in section 8.3 subsection i apply.
4. Detectives will be allowed to take home their assigned vehicle on the night/weekend they are covering. Vehicle use is restricted to call back response only to and from Windsor and will not be used for personal use.
5. An on-call schedule will be available for Patrol Division Supervisors. Patrol Supervisors will be notified of any changes to on call responsibilities to assure on-call coverage for each day/weekend.
6. If a detective uses a full day's leave on the day they are assigned weekday coverage, the coverage will be offered out by seniority.
7. If a detective takes a week or more off when the detective is assigned weekend coverage, the weekend coverage will be offered out by

seniority. If no detective accepts weekend coverage, the junior detective will be assigned to cover the weekend.

8. Sunset Clause: After a one year trial period, either the Town or WPDEA may, unilaterally, determine that this plan has not met the goals and objectives desired from a new shift plan. If both the Town and WPDEA are in agreement to modify specific portions of this plan to better meet the needs of officers and the department, a second trial period will be used to further evaluate this shift plan. If either party, after the trial period, determines that this plan is not acceptable and should not be continued, both sides agree to revert back to the shift plan in place prior to implementation.

Appendix B Pay Plans

FY 25 (July 1, 202~~3~~⁴ – June 30, 202~~4~~⁵)

STEPS

PAY GRADE	<u>A01</u>	<u>B02</u>	<u>C03</u>	<u>D04</u>	<u>E05</u>	<u>F06</u>	<u>G07</u>	<u>H08</u>	<u>O9</u>
Pay Grade P1* <u>OFC</u> Police Officer P1-A Police Officer P1-B	71,904 75,893	73,683 78,974	76,673 82,179	79,785 85,514	83,023 88,985	86,392 92,596	90,421 96,353	95,941 100,264	104,275 104,275
					<u>D1</u>	<u>D2</u>	<u>D3</u>		
Pay Grade P2 <u>DET</u> Detective			87,390 87,390	91,883 91,883	96,621 <u>106,360</u>	101,616 <u>108,446</u>	106,486 <u>110,531</u>		
					<u>S1</u>	<u>S2</u>	<u>S3</u>		
Pay Grade P3 <u>SGT</u> Sergeant			95,308 95,308	100,235 100,235	105,418 <u>116,788</u>	110,901 <u>118,873</u>	116,834 <u>120,958</u>		
				<u>L1</u>	<u>L2</u>	<u>L3</u>			
Pay Grade P4 <u>LT</u> Police Lieutenant			107,800 107,800	113,407 <u>123,044</u>	119,314 <u>126,172</u>	125,546 <u>129,300</u>			
			<u>ACO 1</u>	<u>ACO 2</u>	<u>ACO 3</u>	<u>ACO 4</u>			
Pay Grade DW <u>ACO1</u> Animal Control Officer			69,569 <u>72,004</u>	72,636 <u>75,178</u>	75,767 <u>78,419</u>	79,171 <u>81,942</u>			

*P1-A—Officers hired after 11/7/16

~~P1-B~~—Officers hired before 11/7/16

Appendix B Pay Plans

FY 26 (July 1, 2025 – June 30, 2026)

STEPS

PAY GRADE	O1	O2	O3	O4	O5	O6	O7	O8	O9
<u>Pay Grade OFC</u>									
Police Officer	77,790	80,948	84,233	87,652	91,210	94,911	98,762	102,771	106,881
					D1	D2	D3		
<u>Pay Grade DET</u>									
Detective					109,019	111,157	113,294		
					S1	S2	S3		
<u>Pay Grade SGT</u>									
Sergeant					119,707	121,845	123,982		
					L1	L2	L3		
<u>Pay Grade LT</u>									
Police Lieutenant					126,120	129,327	132,236		
			ACO 1	ACO 2	ACO 3	ACO 4			
<u>Pay Grade ACO1</u>									
Animal Control Officer			73,804	77,058	80,379	83,991			

Appendix B

Pay Plans

FY 27 (July 1, 2026 – June 30, 2027)

STEPS

PAY GRADE	O1	O2	O3	O4	O5	O6	O7	O8	O9
<u>Pay Grade OFC</u>									
Police Officer	79,541	82,770	86,129	89,624	93,262	97,046	100,984	105,083	109,286
					D1	D2	D3		
<u>Pay Grade DET</u>									
Detective					111,472	113,658	115,843		
					S1	S2	S3		
<u>Pay Grade SGT</u>									
Sergeant					122,401	124,586	126,772		
					L1	L2	L3		
<u>Pay Grade LT</u>									
Police Lieutenant					128,958	132,236	135,515		
			ACO 1	ACO 2	ACO 3	ACO 4			
<u>Pay Grade ACO1</u>									
Animal Control Officer			75,465	78,792	82,188	85,880			

NOTES:

- ~~Annual Salary represents % increase noted over the prior year's salary.~~
- Weekly Distribution is computed by dividing Annual by 52.
- Daily Distribution is computed by dividing Weekly Distribution by 5.
- Hourly Distribution is computed by dividing daily distribution by 8.
- Overtime Shift Rate is computed by multiplying the daily distribution by 1 1/2.
- ~~*Step P2G is for full-time promoted Detectives only. Detectives shall move to this Step after completing 3 years as Detective.~~

Appendix C

Retiree Health Insurance

It is agreed between the Town of Windsor and the Windsor Police Department Employee Association that the retirees' medical insurance benefits set forth in Article XVII of this Agreement shall take effect only if the employee has:

- a. Completed 25 years of aggregate service as a police officer for employees hired prior to the date of this agreement November, 16, 2016; or
- b. Completed 25 years of aggregate CMERS service with at least 20 years as a Windsor police officer, for employees hired after the date of this agreement ~~(date to be filled in)~~ November 16, 2016;
- c. Has reached the statutory normal retirement age of 55, as defined in Section 7-428 of the CT General Statutes, provided such employee has had ten years of continuous service with the Town of Windsor Police Department or a participating municipality; or
- d. Has retired as a result of a bona fide disability which arose out of and in the course of his employment as defined by the Workers' Compensation Act, Section 7-433p, of the Connecticut General Statutes, or other Workers' Compensation provisions and is eligible for and receiving CMERS retirement benefits; or
- e. Has retired as a result of a bona fide non-service connected disability and is eligible for and receiving retirement benefits within the provisions of the CMERS.

Officers who have CMERS service, not earned by working as a police officer (i.e. earned by working in another CMERS position or purchased military time) as of October 4, 2016 will be allowed credit for up to four (4) years of such service towards the 25 years of aggregate service as a police officer needed to be eligible for retiree health insurance under provision a. above. This only applies to employees who currently have other CMERS service credit as of October 4, 2016 and whose names are on the attached list, and will not apply to employees who purchase time in the future or who are hired in the future.

Employees who use this credit and retire with less than 25 years of aggregate CMERS service as a police officer will pay a premium share of

30% when they enroll in the town's insurance coverage and the premium contribution will be capped at 30%

The purpose of this language is to clarify the intent of the contract where benefits are provided to employees who retire at the normal retirement age, as defined by Section 7-428 of the Connecticut General Statutes as amended. Should a future amendment to the statute take place, it is assumed that the employee would be eligible for said benefits as a result of the change.

Appendix D

Health Insurance

D-1, Health Plan Comparison Chart

D-2, ~~Luminous HSA~~ [HDHP](#) Plan Summary

D-3, Health Plan Change Summary:

- Prior Authorization -High Cost Diagnostics, Physical Therapy and Rx Plan
- Gastric Bypass procedures
- Domestic Partner coverage
- [Infertility Treatment](#)[PPO Plan](#)
 - [Rx formulary change](#)
- [HDHP](#)
 - [Change to the Essential Rx Formulary](#)
 - [Add exclusive specialty formulary](#)
 - [Add Cost Relief Program for specialty medications](#)

D-4, Optional Vision Plan

APPENDIX D-1

TOWN OF WINDSOR
PLAN COMPARISON

WPDEA EMPLOYEES

Effective 7/01/2025

	CENTURY PREFERRED (PPO) 008053-016	Plan eliminated 6/30/2022 per FY 22-FY 23 contract BLUEGARE PPO (HMO) 008053-017	LUMENOS HIGH DEDUCTIBLE HEALTH PLAN (HSA) 008053-216
Costshares	In-Network services- subject to copays Out-of-Network services subject to deductible and coinsurance Copay - \$25 \$40 Office Visit, \$40 \$50 Specialist Office Visit \$125 Emergency Room (waived if admitted), \$75 Urgent Care Centers \$200 \$250 Outpatient Surgery \$100 Ambulatory Surgical Copayment Inpatient \$175 \$200 per day/ \$225 \$600 per stay/ \$4-575 \$1,800 maximum per calendar year Out of Network Deductible - \$400/\$800/\$1,200 & 80/20% Coinsurance In-Network Out-of-Pocket Maximum \$6,600/\$13,200/\$13,200 Out-of-Network Out-of-Pocket Maximum \$1,400/\$2,800/\$3,200 Lifetime Maximum In-Network - Unlimited	In-Network services covered ONLY- subject to copays No coverage for Out-of-Network services \$35 Office Visit Copay; \$40 Specialists \$125 Emergency Room (waived if admitted); \$75 Urgent Care Centers 20% DME, Prosthetics Copay \$200 Outpatient Surgery \$100 Ambulatory Surgical Copayment Inpatient \$175 per day/\$525 per stay/\$1,575 maximum per calendar year NA In-Network Out-of-Pocket Maximum - \$6,600/\$13,200/\$13,200 NA Lifetime Maximum In-Network - Unlimited	In-Network services- subject to deductible and coinsurance Out-of-Network services- subject to deductible and coinsurance In-Network & Out-of-Network Deductible - \$2,000/\$4,000 In-Network Coinsurance - 100% Out-of-Network Coinsurance - 80/20% In-Network Out-of-Pocket Maximum - \$5,000/\$6,850 Out-of-Network Out-of-Pocket Maximum - \$5,000/\$10,000 100% Preventive Care Coverage Prescription Copays after deductible - \$10/25/40 for a 30 day supply and \$10/50/80 for a 90 day supply via the mail order program Lifetime Maximum In-Network - Unlimited
Preventive Care			
Pediatric	No Copay Out of Network - subject to deductible and coinsurance	No Copay	100% Covered Out of Network - subject to deductible and coinsurance
Adult	No Copay Out of Network - subject to deductible and coinsurance	No Copay	100% Covered Out of Network - subject to deductible and coinsurance
Vision	\$25 \$40 Copay Covered once every two years Out of Network - subject to deductible and coinsurance	No Copay Covered once every two years	100% Covered Out of Network - subject to deductible and coinsurance
Hearing	No Copay Covered once every two years as part of routine exam	No Copay Screening part of physical exam	100% Covered Out-of-Network - subject to deductible and coinsurance
Gynecological	No Copay Covered once per year Out of Network - subject to deductible and coinsurance	No Copay Covered once every year	100% Covered Out of Network - subject to deductible and coinsurance
Medical Services	\$25 \$40 Copay - PCP; \$40 \$50 Copay - Specialist	\$25 Copay - PCP \$40 Copay - Specialist	Deductible and Coinsurance Out of Network - subject to deductible and coinsurance
Medical Office Visit	Out of Network - subject to deductible and coinsurance		
Outpatient PT/OT/ST/Chiro	No Charge 50 Combined visits per member per calendar year (for PT/OT/ST/Chiro) Out-of-Network deductible and coinsurance	\$40 Copay Unlimited visits subject to medical necessity	Deductible and Coinsurance 50 Combined visits per member per calendar year (for PT/OT/ST/Chiro); excess benefits paid as out-of-network Out-of-Network deductible and coinsurance
Allergy Services	\$40 \$50 Copay for office visits and testing No copay for injections \$0 visits in 3 years Out-of-Network deductible and coinsurance	\$40 Copay for office visits and testing No copay for injections maximum benefit - 60 visits in 2 years	Deductible and Coinsurance Unlimited Out-of-Network deductible and coinsurance
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance	Covered	Deductible and Coinsurance Out-of-Network deductible and coinsurance
High Cost Diagnostics ex. CAT scan, PET scan, MRI...	\$50 Copay per event with a \$350 Copay Maximum per member per calendar year	\$50 Copay per event with a \$350 Copay Maximum per member per calendar year	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Inpatient Medical Services	Covered Out-of-Network deductible and coinsurance	Covered	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Surgery Fees	Covered Out-of-Network deductible and coinsurance	Covered	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Office Surgery	Covered Out-of-Network deductible and coinsurance	Covered	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Outpatient Mental Health/ Substance Abuse	\$30 \$40 copay Out-of-Network deductible and coinsurance	\$30 copay	Deductible and Coinsurance Out-of-Network deductible and coinsurance

TOWN OF WINDSOR PLAN COMPARISON

WPDEA EMPLOYEES

Effective 7/01/2025

	CENTURY PREFERRED (PPO) 008053-016	Plan eliminated 6/30/2022 - new FY 23 FY24 contract BLUE CARE PPO (HMO) 008053-017	LUMENOS HIGH DEDUCTIBLE HEALTH PLAN (HSA) 008053-216
Emergency Care			
Emergency Room	\$125 Copay (waived if admitted)	\$125 Copay (waived if admitted)	Deductible and Coinsurance
Urgent Care	\$75 Copay Urgent Care Network must be utilized for coverage	\$75 Copay Urgent Care Network must be utilized for coverage	Deductible and Coinsurance Urgent Care Network must be utilized for coverage
Ambulance	Covered	Covered	Deductible and Coinsurance
Inpatient Hospital	Pre-certification required	Pre-certification required	Pre-certification required
General/Medical/ Surgical/Maternity (Semi-private)	Per Admission Copay Inpatient \$175 \$200 per day \$525 \$600 per stay up to \$1,575 \$1,800 max per year Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient \$175 per day \$525 per stay	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Ancillary Services (Medication, Supplies)	Covered Out-of-Network deductible and coinsurance	Covered	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Psychiatric	Per Admission Copay Inpatient \$175 \$200 per day \$525 \$600 per stay up to \$1,575 \$1,800 max per year Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient \$175 per day \$525 per stay	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Substance Abuse/ Detox	Per Admission Copay Inpatient \$175 \$200 per day \$525 \$600 per stay up to \$1,575 \$1,800 max per year Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient \$175 per day \$525 per stay	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Rehabilitative	Covered up to 60 days per condition Inpatient \$175 \$200 per day \$525 \$600 per stay up to \$1,575 \$1,800 max per year Out-of-Network deductible and coinsurance	Covered up to 60 days per condition Inpatient \$175 per day \$525 per stay	Covered up to 100 days per condition Deductible and Coinsurance Out-of-Network deductible and coinsurance
Skilled Nursing Facility	Covered up to 120 days per calendar year Per Admission Copay Inpatient \$175 \$200 per day \$525 \$600 per stay up to \$1,575 \$1,800 max per year Out-of-Network deductible and coinsurance	Covered up to 90 days per calendar year Per Admission Copay Inpatient \$175 per day \$525 per stay	Covered up to 120 days per calendar year Deductible and Coinsurance
Hospice	Unlimited No Charge Out-of-Network deductible and coinsurance	Unlimited No Charge	Unlimited Deductible and Coinsurance Out-of-Network deductible and coinsurance
Outpatient Hospital			
Outpatient Surgery Facility Charges	In-network \$200 \$250 Copay Out-of-Network deductible and coinsurance	In-network \$200 Copay Covered	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Ambulatory Surgery at a Ambulatory Surgical Facility	In-network \$100 Copay Out-of-Network deductible and coinsurance	\$100 Copay	
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance	Covered	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Pre-Admission Testing	Covered Out-of-Network deductible and coinsurance	Covered	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Other Services			
Durable Medical Equipment	Covered Out-of-Network deductible and coinsurance	20% coinsurance Unlimited	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Prosthetics	Covered Out-of-Network deductible and coinsurance	20% coinsurance Unlimited (Replacement requires prior authorization)	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Home Health Care	200 visits per calendar year No Charge Out-of-Network \$50 deductible and 80/20% coinsurance	Covered	200 visits per calendar year Deductible and Coinsurance Out-of-Network deductible and coinsurance
Prescription Coverage	with Express Scripts	with Express Scripts	After deductible:
Retail 30 day \$40 \$15 generic/ \$25 \$35 form. brand/ \$45 \$55 nonform. Mail Order \$20 \$30 generic/ \$50 \$70 form. brand/ \$90 \$110 nonform. Brand: Mail Order mandatory after 1st 90 days (upon 1st refill)	Retail 30 day \$40 \$15 generic/ \$25 \$35 form. brand/ \$45 \$55 nonform. Mail Order \$20 \$30 generic/ \$50 \$70 form. brand/ \$90 \$110 nonform. Brand: Mail Order mandatory after 1st 90 days (upon 1st refill)	Retail 30 day \$40 \$15 generic/ \$25 \$35 form. brand/ \$45 \$55 nonform. Mail Order \$20 \$30 generic/ \$50 \$70 form. brand/ \$90 \$110 nonform. Brand: Mail Order mandatory after 1st 90 days (upon 1st refill)	\$40-\$15 Tier 1/ \$25 \$35 Tier 2/ \$40 \$50 Tier 3 for a 30 day supply at a \$40-\$30 Tier 1/ \$50 \$70 Tier 2/ \$80 \$100 Tier 3 for a 90 day supply via the mail order program

With Express Scripts (Prior Authorization, Step Therapy, DQM)

APPENDIX D-2

TOWN OF WINDSOR

HSA PLAN INFORMATION POLICE - Effective 7/1/25

	LUMENOS HIGH DEDUCTIBLE HEALTH PLAN (H S A) 008053-216
Costshares	In-Network services- subject to deductible and coinsurance Out-of-Network services- subject to deductible and coinsurance In-Network & Out-of-Network Deductible - \$2,000/\$4,000 In-Network Coinsurance - 100% Out-of-Network Coinsurance - 80/20% In-Network Out-of-Pocket Maximum - \$5,000/\$6,850 Out-of-Network Out-of-Pocket Maximum - \$5,000/\$10,000 100% Preventive Care Coverage Prescription Copays after deductible - \$40\$15\$25 \$35/\$40\$50 for a 30 day supply and \$10/50/80 for a 90 day supply via the mail order program Lifetime Maximum In-Network - Unlimited
Preventive Care	
Pediatric	100% Covered Out of Network - subject to deductible and coinsurance
Adult	100% Covered Out of Network - subject to deductible and coinsurance
Vision	100% Covered Out of Network - subject to deductible and coinsurance
Hearing	100% Covered Out-of-Network - subject to deductible and coinsurance
Gynecological	100% Covered Out of Network - subject to deductible and coinsurance
Medical Services	Deductible and Coinsurance
Medical Office Visit	Out of Network - subject to deductible and coinsurance
Outpatient PT/OT/ST/Chiro	Deductible and Coinsurance 50 Combined visits per member per calendar year (for PT/OT/ST/Chiro); excess benefits paid as out-of-network Out-of-Network deductible and coinsurance
Allergy Services	Deductible and Coinsurance Unlimited Out-of-Network deductible and coinsurance
Diagnostic Lab & X-ray	Deductible and Coinsurance Out-of-Network deductible and coinsurance
High Cost Diagnostics ex. CAT scan, PET scan, MRI...	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Inpatient Medical Services	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Surgery Fees	Deductible and Coinsurance Out-of-Network deductible and coinsurance

Office Surgery	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Outpatient Mental Health/ Substance Abuse	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Emergency Care	
Emergency Room	Deductible and Coinsurance
Urgent Care	Deductible and Coinsurance Urgent Care Network must be utilized for coverage
Ambulance	Deductible and Coinsurance
Inpatient Hospital	Pre-certification required
General/Medical/ Surgical/Maternity (Semi-private)	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Ancillary Services (Medication, Supplies)	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Psychiatric	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Substance Abuse/ Detox	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Rehabilitative	Covered up to 100 days per condition Deductible and Coinsurance Out-of-Network deductible and coinsurance
Skilled Nursing Facility	Covered up to 120 days per calendar year Deductible and Coinsurance Out-of-Network deductible and coinsurance
Hospice	Unlimited Deductible and Coinsurance Out-of-Network deductible and coinsurance
Outpatient Hospital	
Outpatient Surgery Facility Charges	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Ambulatory Surgery at a Ambulatory Surgical Facility	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Diagnostic Lab & X-ray	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Pre-Admission Testing	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Other Services	
Durable Medical Equipment	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Prosthetics	Deductible and Coinsurance Out-of-Network deductible and coinsurance
Home Health Care	200 visits per calendar year Deductible and Coinsurance Out-of-Network deductible and coinsurance

Prescription Coverage	After deductible:
<i>(Prior Authorization, Step Therapy, DQM)</i>	\$40 \$15 Tier 1/ \$25 \$35 Tier 2/ \$40 \$50 Tier 3 for a 30 day supply at a retail pharmacy
	\$40 \$30 Tier 1/ \$50 \$70 Tier 2/ \$80 \$100 Tier 3 for a 90 day supply via the mail order program

APPENDIX D-3

Effective as soon as practicable after ratification, the Town shall implement the following medical insurance plan changes:

1. PPO Plan - change the prescription drug formulary from the Basic Formulary to the National Preferred Formulary.
2. HDHP Plan - change the prescription drug formulary from the National Formulary to the Essential Formulary. Add the Exclusive Specialty formulary requiring specialty medications to be filled through CarelonRx Specialty Pharmacy. Add the Cost Relief Program that leverages manufacturers coupons and allows members to get covered specialty medication for zero cost.
- ~~3. Copay changes – as indicated on the plan comparison charts in appendix D-1 and D-2.~~

Effective 1/1/17, the Town shall implement the following medical insurance plan changes:

High Cost Diagnostics Quality Management Program – Prior authorization will be required for the following non-emergency outpatient imaging services: CT, CAT, MRI, MRA, PET, and SPECT. No other radiology services furnished by a participating provider (such as x-rays, mammograms, or ultrasounds) will require prior authorization. The radiology services rendered in an emergency room or rendered in an inpatient setting will not be subject to the prior authorization requirements. Effective 7/1/17, the Town shall implement the following prescription plan changes for the PPO and HMO health plans. Effective January 1, 2022 or as soon as possible following ratification of this agreement, Rx Prior Authorization, Duration Quantity Management and Step Therapy as described below will be implemented for the ~~Lumenes~~ HSA Plan:

1. Prior authorization – will be required for specific medications. The doctor will be required to answer a few questions to determine if the patient meets the clinical criteria for the medication. If yes, the Rx is authorized; if no, other questions are asked including, will another Rx work (generic or preferred brand).

2. Duration Quantity Management – Ensures prescribing is being done according to manufacturer’s recommendations and clinical criteria.

~~1. Copay changes as indicated on the plan comparison charts in appendix D-2.~~

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

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

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

APPENDIX D-4

Optional Vision Insurance Plan

Blue View VisionSM
FS.A.20.20.130.130
Town of Windsor



Welcome to your Blue View Vision plan!

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

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

YOUR BLUE VIEW VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK	FREQUENCY
Routine Eye Exam			
A comprehensive eye examination	\$20 Copay	Reimbursed Up To \$48	Once every calendar year
Eyeglass Frames			
One pair of eyeglass frames	\$130 Allowance, then 20% off any remaining balance	Reimbursed Up To \$64	Once every calendar year
Eyeglass Lenses (instead of contact lenses)			
One pair of standard plastic prescription lenses			Once every calendar year
o Single vision lenses	\$20 Copay	Reimbursed Up To \$36	
o Bifocal lenses	\$20 Copay	Reimbursed Up To \$54	
o Trifocal lenses	\$20 Copay	Reimbursed Up To \$69	
Eyeglass Lens Enhancements			
When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost			
o Transitions Lenses (for a child under age 19)	\$0 Copay	No allowance when obtained out-of-network	Same as covered eyeglass lenses
o Standard polycarbonate (for a child under age 19)	\$0 Copay		
o Factory Scratch Coating	\$0 Copay		
Contact Lenses (instead of eyeglass lenses)			
Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.			
o Elective conventional (non-disposable) OR	\$130 Allowance, then 15% off any remaining balance	Reimbursed Up To \$105	Once every calendar year
o Elective disposable OR	\$130 Allowance (no additional discount)	Reimbursed Up To \$105	
o Non-elective (medically necessary)	Covered in full	Reimbursed Up To \$210	

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

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

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

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Plano sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

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

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

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

Orthoptics. Orthoptics or vision training and any associated supplemental testing

OPTIONAL SAVINGS AVAILABLE FROM BLUE VIEW VISION IN-NETWORK PROVIDERS ONLY		In-Network Member Cost (after any applicable copay)
Retinal Imaging – at member's option, can be performed a time of eye exam		Not more than \$39
Eyeglass lens upgrades When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.	- Transitions lenses (Adults) - Standard Polycarbonate (Adults) - Tint (Solid and Gradient) - UV Coating - Progressive Lenses¹ - Standard - Premium Tier 1 - Premium Tier 2 - Premium Tier 3 - Anti-Reflective Coating² - Standard - Premium Tier 1 - Premium Tier 2 - Other Add-ons	\$75 \$40 \$15 \$15 \$65 \$85 \$95 \$110 \$45 \$57 \$68 20% off retail price
Additional Pairs of Eyeglasses Anytime from any Blue View Vision network provider	- Complete Pair - Eyeglass materials purchased separately	40% off retail price 20% off retail price
Eyewear Accessories	Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail
Contact lens fit and follow-up A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.	- Standard contact lens fitting³ - Premium contact lens fitting⁴	Up to \$55 10% off retail price
Conventional Contact Lenses	Discount applies to materials only	15% off retail price

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

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

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

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

Cannot be combined with any other offer. Discounts are subject to change without notice. Discounts are not covered benefits under your vision plan and will not be listed in your certificate of coverage. Discounts will be offered from in-network providers except where State law prevents discounting of products and services that are not covered benefits under this plan. Discounts on frames will not apply if the manufacturer has imposed a no discount on sales at retail and independent provider locations.

Some of our in-network providers include:



LENSCRAFTERS



Online stores:

GLASSES.com
glasses.com

contactsdirect
contactsdirect.com

1800contacts
1800contacts.com

LENSCRAFTERS
lenscrafters.com



OPTICAL
targetoptical.com

Ray-Ban
ray-ban.com/insurance

ADDITIONAL SAVINGS AVAILABLE THROUGH ANTHEM'S SPECIAL OFFERS PROGRAM

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

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

OUT-OF-NETWORK

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

TO FAX: 866-293-7373
 TO EMAIL: oonclaims@eyewearspecialoffers.com
 TO MAIL: Blue View Vision
 Attn: OON Claims
 P.O. Box 8504
 Mason, OH 45040-7111

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Agenda Item Summary

Date: June 16, 2025

To: Honorable Mayor and Members of the Town Council

Prepared By: Paul Goldberg, Fire Department Administrator

Reviewed By: Peter Souza, Town Manager 

Subject: Shared Public Safety Radio System with Town of East Windsor

Background

The Town of Windsor purchased a new digital radio system in early 2019 that enables the Police, Fire, EMS, DPW and other town departments to communicate throughout the town and with each department. The new radio system solved the problems of radio coverage issues throughout town, replaced infrastructure that was at end of life and created the ability for the radio system to grow into the future. In the last year we have been in discussion with the Town of East Windsor to expand the radio system that would benefit each town. East Windsor has received bonding funds from the State of Connecticut that will not only enable the equipment to be purchased for this expansion project, but would also enable both towns to be part of the State of Connecticut's state wide radio system (CLMRN).

At this time, the Town Council is respectfully requested to authorize the Town Manager to finalize and execute an inter-local agreement with the Town of East Windsor for development and operation of a shared public safety radio system.

Discussion/Analysis

The town's radio system is scheduled for both software upgrades and life cycle replacement of certain infrastructure components. This work has been placed on hold the past year or so while discussions of incorporating East Windsor have been occurring.

Per the project design, East Windsor will be able to utilize radio system infrastructure on three of the privately owned communication towers that are presently located at Town of Windsor facilities. Additionally, two new tower sites will be constructed in their town which will greatly enhance radio coverage for East Windsor as well as strengthen our coverage beyond our town boundaries.

This project will benefit Windsor in several ways;

- Provide enhanced regional and statewide radio coverage
- Provide redundancy for equipment back-up, including the ability for either town to use the other town's dispatch center in case of emergency.
- Create interoperability with regional and state agencies
- Provide direct communications with East Windsor EMS, who is the backup service for Windsor EMS

- Mitigates capital outlay for infrastructure replacement as well as future annual system maintenance costs
- Includes planned system infrastructure updates/life cycle replacement needs as part of annual maintenance agreement

A draft inter-local agreement has been developed which calls for a 10 year initial term, and outlines initial project administration, ongoing system management /oversight and a cost sharing approach for annual maintenance costs.

Financial Impact

The expansion and upgrade of the radio system is being funded by the town of East Windsor with support from the State of Connecticut bond funds. Future radio system maintenance costs would be shared between Windsor and East Windsor. (53% and 47% respectively) It is expected that Windsor's share will be approximately \$210,000 per year plus incremental annual increases starting the second year the radio system is completed. While these annual maintenance costs are roughly \$40,000 higher than currently, they are approximately 55% less than we would expect to pay annually if we were to remain a stand-alone system. It is projected that by moving to a shared system, Windsor would avoid over \$1.5 million in costs over a five year period.

Other Board Action

None

Recommendations

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

“RESOLVED that the Town Manager is authorized to finalize and execute an inter-local agreement with the Town of East Windsor relative to the development and operation of a shared Public Safety Radio System.”

Attachments

Draft Inter-local Agreement

INTER-LOCAL AGREEMENT

DRAFT

Between the Town of East Windsor and the Town of Windsor, CT Joint Project-25 Phasc-2 700 MHz Radio System Development and Operation

This Memorandum of Understanding was entered into on this _____ day of, 2025.

This Memorandum of Understanding [hereinafter referred to as the "Agreement"] is entered into by and between the Towns of East Windsor and Windsor [hereinafter jointly referred to as "the Parties"] to facilitate each Party's communications capabilities between and among its departments for routine and emergency communications.

RECITALS

WHEREAS, Windsor currently operates a three-site P25 Phase-2 700 MHz trunked radio system ["Windsor System"] providing public safety communications;

WHEREAS, Windsor intends to upgrade its radio system to maintain compliance with industry standards, connect to the Connecticut Land Mobile Radio Network [CLMRN] Shared Core to improve service and performance;

WHEREAS, East Windsor's primary communication system currently consists of a legacy UHF trunked radio network that is no longer supported by the manufacturer; and has determined that developing a compatible two-site P25 trunked system is essential to its public safety operations;

WHEREAS, The Parties seek to expand and share Windsor's P25 Prime Site to extend coverage into East Windsor by integrating two additional transmitter sites. This Prime Site serves as a Windsor-East Windsor zone, interfacing with the CLMRN Shared Core to manage call processing, talkgroup assignments, and site affiliation within the zone.

WHEREAS, The Parties desire to interconnect their integrated systems and jointly connect to the shared CLMRN Shared Core to ensure interoperability, statewide talkgroups, network monitoring, system performance metrics, dispatch console integration, and cost efficiencies;

WHEREAS, East Windsor has secured an \$8 million public safety communications grant to fund system expansion, including infrastructure and capital investments for both towns;

WHEREAS, The Parties desire to define their respective responsibilities for construction, operation, grant management, and ongoing maintenance of the joint regional system.

SECTION 1: PURPOSE

The purpose of this Agreement is to establish a framework for the expansion, interconnection, and shared use of a regional P25 radio communications system that supports interoperable public safety communications for both Windsor and East Windsor by leveraging the CLMRN Shared Core. The Towns of East Windsor and Windsor acknowledge the mutual necessity and benefit of collaborating to enhance public safety communications, improve system interoperability, and address existing radio coverage deficiencies within their respective jurisdictions.

The Parties further agree that the expansion of the Windsor 700 MHz Radio System to include infrastructure within East Windsor shall serve the public interest and provide a substantial benefit to each Party. Accordingly, the services and commitments set forth herein shall be deemed to constitute adequate consideration and to be in the best interest of both Parties.

SECTION 2: SYSTEM EXPANSION & INTEGRATION

2.1 Expansion into East Windsor

East Windsor shall construct two P25 transmitter sites within its jurisdiction. These sites will be integrated via microwave links into the existing Windsor System through shared network access to Windsor's Prime Site, expanding system coverage and ensuring seamless interoperability.

2.2 System Design and Interoperability

The Parties shall operate their respective radio communications systems in an integrated configuration utilizing the CLMRN Shared Core to facilitate centralized call routing, statewide interoperability, coordinated talkgroup administration, system monitoring, and system redundancy. All such operations shall at all times be conducted in full compliance with applicable FCC Part-90 Rules and Regulations.

2.3 Shared Core Connectivity

Both towns will jointly coordinate connectivity with the Shared Core, following CLMRN participation requirements. Windsor, as the host of the Prime Site, agrees to facilitate integration and support configuration management in consultation with CLMRN administrators and East Windsor.

SECTION 3: FUNDING AND GRANT MANAGEMENT

3.1 Grant Allocation

East Windsor has secured an \$8 million grant to support P25 system upgrades and expansion. The grant shall fund infrastructure investments for both towns, including construction of two new sites in East Windsor and upgrades required to integrate with Windsor's Prime Site and the CLMRN Shared Core.

3.2 Grant Management

East Windsor shall serve as the lead fiscal agent for grant reporting, administration, and compliance. Windsor shall support grant-related activities where its facilities for system modifications are included within the funded scope.

3.3 Cost Overruns

Any cost over runs beyond the grant allocation shall be negotiated and apportioned based on the location, benefit, and ownership of the impacted components.

SECTION 4: OPERATION AND MAINTENANCE

4.1 Shared Maintenance Responsibilities

The Parties agree to allocate system costs using a weighted, multi-factor formula that proportionally distributes financial responsibility based on each Party's relative use of and contribution to the joint radio regional communications system. This methodology ensures an equitable distribution of costs by considering three key variables: number of RF site infrastructure, number of dispatch console positions, and the number of microwave links.

Cost Components: Each Party's share of costs shall be calculated using the following weighted factors:

1. RF Site Proportion Infrastructure Weight): Based on the number of RF sites located within each Party's jurisdiction relative to the total number of sites in the system.
2. Console Position Proportion (Dispatch Load Weight): Based on the number of dispatch console positions operated by each Party relative to the total.
3. Microwave System Participation (Transport Infrastructure Weight): Based on each Party's total number of links within the town relative to the total.

Weighting of Factors: Unless otherwise agreed in writing by the Parties, each factor shall carry equal weight, with one-third (1/3) of the total cost allocated based on each component.

System repair coordination

In the event of the need of a radio system repair or issue the Windsor PSAP will take responsibility for notifying Motorola or the designated vendor to report the issue. If the issue is in East Windsor, a follow-up call will be made to the East Windsor PSAP from Windsor indicating the course of action that will be needed for the repair.

4.2 Vendor Contracts

The Parties shall jointly coordinate all maintenance contracts with third-party vendors that support the operation and sustainability of the shared radio regional communications system. This coordination shall include, but not be limited to, the joint development, review, and approval of scopes of work, performance standards, contract renewals, service level agreements (SLAs) and response time expectations. The Parties shall ensure that maintenance services are coordinated across all system components to promote consistent performance, prevent service disruptions, and provide equitable support for both jurisdictions.

All maintenance activities shall be conducted in a manner consistent with the operational standards, technical requirements, and policy directives of the CLMRN. The Parties shall ensure that contracted services adhere to CLMRN guidelines and do not compromise interoperability, system security or network integrity. Any proposed changes to maintenance vendors, terms, or levels of service shall require mutual agreement and documented approval by both Parties as well as the CLMRN.

4.3 CLMRN Coordination

The Parties agree to work together to follow all operational, technical, and policy requirements set by the CLMRN for the shared regional radio system. This includes staying up to date with system standards, software updates following network rules, and making sure both systems continue to work together as part of the statewide network.

SECTION 5: GOVERNANCE AND COORDINATION

5.1 Joint Oversight Committee

The Parties shall establish a Joint Oversight Committee composed of the two town police chiefs, or their designee, and one representative from each Town as designated by the Town Manager or First Selectman. This Committee shall serve as the primary forum for collaborative governance of the shared radio communications system. The Committee shall convene at least twice per year, or more frequently as needed by mutual agreement, to:

1. Conduct regular reviews of system performance metrics, reliability and uptime reports, and end-user feedback to assess overall system effectiveness. This process shall inform operational adjustments, identify areas requiring maintenance or upgrades, and ensure the system continues to meet the needs of all stakeholders.
2. Identify, pursue, and secure available federal, state, and private grant opportunities to enhance, sustain, and expand system operations, infrastructure, and service delivery. This includes ongoing research into applicable funding programs, timely submission of grant applications, and strategic alignment of funding priorities with operational needs.
3. Review and approve annual operating and capital budgets, including detailed maintenance schedules, anticipated lifecycle replacements, and proposed system upgrades. This includes evaluating cost projections, funding sources and long-term sustainability to ensure responsible fiscal management and alignment with operational priorities.

4. Evaluate ongoing compliance with all applicable CLMRN operational standards, technical specifications, and administrative directives. This includes reviewing integration protocols, interoperability requirements, system updates and policy adherence to ensure alignment with CLMRN governance and statewide public safety communication objectives.
5. Facilitate collaborative planning efforts between the Parties to identify, prioritize, and coordinate system improvements and future expansion opportunities. This includes assessing emerging technologies enhanced regional interoperability goals, and evolving public safety needs to ensure the system remains scalable, resilient, and responsive to long-term operational demands.
6. Promptly address and resolve any operational technical or policy-related disputes that may arise between the Parties through cooperative dialogue and mutual problem-solving. Dispute resolution efforts shall prioritize continuity of service, alignment with shared objectives and adherence to established protocols or governance structures, with escalation to the Joint Oversight Committee or a designated third-party mediator if necessary, to include the CLMRN.
7. The Committee may, at its discretion, invite technical advisors, third-party vendors, subject matter experts and representatives from the CLMRN to attend and participate in meetings. Their involvement shall support informed decision-making by providing specialized knowledge, operational insights and guidance on system compliance, performance optimization and future enhancements.

5.2 Decision-Making

All decisions made by the Joint Oversight Committee shall require either a consensus of all members or a majority vote. However, for any action to be approved, the majority must include at least one affirmative vote from a representative of each participating town. This provision ensures that neither town is bound by decisions made solely by the representatives of the other.

SECTION 6: TERM AND TERMINATION

6.1 Term

This Agreement shall take effect upon the date of execution by all Parties and shall remain in full force and effect for an initial term of ten years. The term may be extended beyond the initial period upon mutual written agreement of the Parties, provided such extension is executed prior to the expiration of the then-current term. Any such extension shall be subject to the same terms and conditions herein, unless otherwise modified in writing and agreed to by all Parties.

6.2 Termination and Transition Planning

Either Party may terminate this Agreement upon providing no less than twenty-four [24] months' prior written notice to the other Party. In the event of such termination, the Parties shall collaboratively develop and implement a comprehensive decommissioning or transition plan that addresses the disposition, continued operation, or equitable transfer of all shared system assets, infrastructure, and ongoing obligations. This plan shall include, but not be limited to, equipment ownership, cost-sharing settlements, data migration, and operational impacts to interoperability and statewide connectivity. All actions taken under the plan shall ensure continued compliance with the technical operational, and policy requirements of the CLMRN, including coordination with the Network Administrator to mitigate any disruption to the Shared Core or regional interoperability.

SECTION 7: GENERAL PROVISIONS

This Agreement shall be governed by the laws of the State of Connecticut. Modifications must be in writing and signed by authorized representatives of both Parties.

This Agreement represents the full understanding of the Parties and supersedes prior discussions.

INTERLOCAL AGREEMENT

Between the Town of East Windsor and the Town of Windsor, CT Joint Project-25 Phase-2 700 MHz Radio System Development and Operation

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives:

East Windsor, CT

Windsor, CT

By: _____
signature

By: _____
signature

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:



**Town Council
Resignations/Appointments/Reappointments
June 16, 2025**

Resignations

None

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

None

Names submitted for consideration of appointment

None



**TOWN OF WINDSOR
TOWN COUNCIL
HYBRID MEETING
JUNE 2, 2025
PUBLIC HEARING**

UNAPPROVED MINUTES

1) CALL TO ORDER

The Public Hearing was called to order at 7:20 p.m. by Mayor Black-Burke.

Present: Mayor Nuchette Black-Burke, Deputy Mayor Darleen Klase, Councilor Mary Armstrong, Councilor Ronald Eleveld, Councilor Kristin Gluck Hoffman, Councilor Anthony King, Councilor Ojala Naeem, Councilor William Pelkey, and Councilor Lenworth Walker

Mayor Black-Burke read aloud the notice of the public hearing to hear public comment on:

- APPLICATIONS SUBMITTED FOR THE NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM ADMINISTERED BY THE CONNECTICUT DEPARTMENT OF REVENUE SERVICES

2) PUBLIC COMMENT - None

3) ADJOURNMENT

Mayor Black-Burke declared the Public Hearing closed at 7:24 p.m.

Respectfully Submitted,

Helene Albert
Recording Secretary



TOWN COUNCIL
HYBRID MEETING – VIRTUAL AND IN-PERSON
JUNE 2, 2025
Regular Town Council Meeting
Council Chambers

UNAPPROVED MINUTES

1) CALL TO ORDER

Mayor Black-Burke called the meeting to order at 7:30 p.m.

Present: Mayor Nuchette Black-Burke, Deputy Mayor Darleen Klase, Councilor Mary Armstrong, Councilor Ronald Eleveld, Councilor Kristin Gluck Hoffman, Councilor Anthony King, Councilor Ojala Naeem, Councilor William Pelkey and Councilor Lenworth Walker

2) PRAYER REFLECTION

Councilor Naeem led the group in prayer/reflection

3) PLEDGE OF ALLEGIANCE

Councilor Naeem led the group in the Pledge of Allegiance.

4) PROCLAMATIONS AND AWARDS

- a) Proclamation declaring the month of June 2025 as National Caribbean-American Heritage month

Councilor Walker read aloud the proclamation declaring the month of June 2025 as National Caribbean-American Heritage month.

5) PUBLIC COMMUNICATIONS AND PETITIONS

George Slate, 74 Ethan Drive, stated that he has sent several emails in the past month regarding senior tax relief for the benefit of some of our most vulnerable citizens. There is the dire circumstance that over 1,000 of Windsor's residents will face soon regarding the loss of their medical insurance as a result of the Budget Reconciliation Bill that the house recently passed and which is now in the Senate. He explained how he came up with the figure of 1,000 citizens. He added that in the Hartford Courant there is an article about Senator Murphy where he encounters something new--intense fear. He came across the effective dates of several of the provisions in the bill that the citizens will face. Several of them are on a date of enactment. The bill in some form with the punishing



provisions in the House Bill has to be enacted because of the absolute necessity of extending the debt ceiling in late July or early August. He listed the cuts and their impacts and consequences of the bill. He explained why he was airing this all out today and what the town can do to mitigate the issue. The famous phrase is hope for the best, prepare for the worst. He hopes that the Windsor community will step up soon for their vulnerable fellow residents who will be devastated by the Budget Reconciliation Bill.

Charles Jackson, 310 High Path Road, stated he is a constable in town. Several people have reached out to him regarding vehicle violations in town, specifically commercial vehicles. He's not sure what we can do about the situation because he doesn't know how much of this is fines or if they are passed down by the State. He's not sure if we can set our own rates here in town or not. He's also been told that the police department can't do anything about vehicles over 24 feet. He can't find anything in the ordinances about 24 feet. What is found there is that commercial vehicles unattended for over an hour are in violation of the ordinance. Section 16-34 Penalties and Impoundment speaks on commercial vehicles. This section also talks about commercial vehicles and restricted areas and residences. He thinks we should look at those two areas and see if there's something that can be suggested to the Legislature about changing the fees. He explained why this should happen. He pointed out that there are three vehicles that are sitting on the right hand side of the road on Wilson Avenue. They've been there for over a month. He would really like somebody to check them out. A couple of them are using illegal plates. They are expired or canceled. He would appreciate it if somebody could look into the situation.

6) COMMUNICATIONS FROM COUNCIL MEMBERS

Mayor Black-Burke wished Deputy Mayor Klase a blessed, happy birthday and she thanked her for her service. She gave a shout out to Windsor students all around. The Harford Courant listed all of the Windsor residents that attend UCONN who made the Dean's list. She's very proud of our Windsor students. This weekend in New Haven at Southern Connecticut State University, we did have Victoria Acevedo who is a sophomore at Windsor High School participate in the Connecticut Hugh O'Brien Youth Leadership program there. It's a youth leadership development program. Our very own Andrew Goldberg is part of that program as well. He is one of the ambassadors that works with the students. On Friday, June 6th at 10:00 AM, at the Windsor Senior Center the Commission on Aging and Persons with Disabilities will be hosting an event 'African Americans Finding Themselves' in their family history. All are invited to attend this event.

Councilor King said congratulations to the Windsor High School seniors that are graduating. It's very exciting. We've seen many good kids come through the system and achieve some really good things. He gave a shout out for the start of Pride Month to all the LGBTQ folks out there. It's a good month to celebrate in addition to the Caribbean Heritage month.



Councilor Eleveld stated he will let the others talk about Memorial Day and the Volunteer Appreciation brunch. He gave a shout out to the Windsor High School graduation group. While looking out his window, he saw that there was a whole mess of flamingos on his front lawn. He got 'flocked'. His wife started this program when his daughter was a senior in high school. The flocking is a way for them to raise money for project graduation. He said to keep an eye open for the opportunity to flock your neighbors in the future.

Councilor Naeem thanked all the speakers that came out to speak tonight. It's always good to hear from you all. She wanted to extend her gratitude to all the volunteers that came out for the volunteer brunch. To those that could not make it, thank you for your service to this town. Last week, there was a wonderful event over at Windsor Worx. They host a women's networking meet up. It was a really great topic last month and there was a good turnout. This is a great opportunity to network with other small business owners, entrepreneurs but also a lot of great content and value comes out of those meetings. She congratulated the Windsor High School class of 2025. She wished everyone the best in their future endeavors. She wished Deputy Mayor Klase a happy birthday.

Councilor Pelkey stated he participated in that flocking that Councilor Eleveld was talking about. He did it to a couple of his friends in town. It's always fun to do and you're supporting a good cause at the same time. He said the 2025 Battle of the Badges between the Windsor Volunteer Fire Department and the Bloomfield Fire Department is scheduled for 3:00 PM on Saturday, July 19th at Windsor High School. Just keep an eye out on the Windsor Volunteer Fire Department's Facebook page for more information. The Windsor team name is the 'Ash Kickers'. All are invited to attend and support this effort. If you have any questions about wanting to join the department, you'll have plenty of people available to help you out on that day.

Councilor Armstrong said she's glad to see those that came out this evening to speak and they are always welcome to participate even if its virtual. She gave a shout out to the Department of Public Works. She, Deputy Mayor Klase and Mayor Black-Burke attended the open house they had. It was a very action-packed event where people climbed up into the vehicles that the department uses. She sent her kudos to them for keeping Windsor a '5 star' town. She attended the QPR Suicide Prevention program that was presented by the Windsor Health Department. The information was profound, but the attendance was scarce. Hopefully, this will be scheduled again to inform Windsor residents of its importance. She stated that although they cannot interact with those that speak at Town Council meetings during public comment, she wants those that participated to know that they heard their voice and opinions tonight. She's very proud of the Windsor school system. When you hear students saying that they wish school wasn't ending, you must know that there's something really good going on with the school system. She congratulated all the Windsor seniors on their graduation. She wished all to take care of themselves and to watch out because folks are walking in this good weather. Be careful with speeding. She wished Deputy Mayor Klase a happy birthday.

Councilor Gluck Hoffman extended a wonderful, beautiful happy birthday to Deputy Mayor Klase and thanked her for spending her time there with them. The volunteer appreciation

brunch was a wonderful event. She enjoys it every time. It's such a joy to go around and talk to everybody that she doesn't get to see all the time, but knows how hard they work in the community. She thanked them for that. She thanked Public Works for all they do. She also thanked the law enforcement and Windsor Fire Department for all they do.

Councilor Walker wished Deputy Mayor Klase a happy birthday. He thanked Mayor Black-Burke for the proclamation honoring and acknowledging Caribbean American Heritage month. He mentioned that some of the councilors participated in the Memorial Day parade. The Marshal was Nicholas Dally, a Caribbean American, who was a former marine. His speech was very inspiring. He attended the volunteer appreciation brunch which is for the volunteers that help make Windsor run. He can't understate the contributions that volunteers do for our town. It was a well put together function.

Deputy Mayor Klase wanted to remind folks about the POCD June 4th focus group at 6:30 PM on economic development, open space and natural resources that will be held at town hall in the Council Chambers. She was able to attend the Climate Action team's presentation on ozone which was very interesting. Since they received a grant, they could bring in a speaker and provide some snacks for individuals as well. She thanked them for the presentation.

Mayor Black-Burke stated she celebrated with all the volunteers yesterday morning at the brunch event. She thanked Town Manager Souza and his team at town hall for always orchestrating that event. It's always a great time. She thanked all the volunteers for all their services to the town. That's a lot of hours that people put in to ensure that our town continues to be a great place to work, live and play.

7) REPORT OF APPOINTED BOARDS AND COMMISSIONS

a) Board of Education

Mr. Leonard Lockhart, Board of Education, gave the following report:

- The Windsor High School Class of 2025 Commencement will take place on Tuesday, June 10, 2025 at the Bushnell Performing Arts Center at 6:30 PM. The last day of school for students Pre-K to Grade 11 will be Monday, June 9, 2025.
- After more than many nominations across the district, building level interviews and 12 district finalists, the WPS District Selection Committees announced two amazing staff members who will go on to represent the district at the state level. Last week, the Paraeducator of the Year and Teacher of the Year were surprised at their respective schools by the requisite selection committees. The Paraeducator of the Year is Ms. Danielle Franklin at Poquonock School. The Teacher of the Year is Ms. Eleanor Lloyd. She is the art teacher at both John F. Kennedy School and Poquonock School.

- On May 19, WPS proudly unveiled Windsor's first-ever mobile classroom — a bold and innovative initiative designed to bring academic support, enrichment, and joy directly to students in their neighborhoods. This mobile unit, built from the ground up over the past nine months, reflects our district's deep commitment to equity, access, and community-centered learning. By removing barriers to after-school support and reimagining how and where learning can happen, the mobile classroom serves as a rolling extension of our schools — offering tutoring, academic interventions, enrichment activities, and family engagement opportunities in the very communities we serve. This initiative is a testament to what's possible when vision meets action and when we center students in everything we do. We are excited for this next chapter and look forward to sharing its impact across Windsor.
- Congratulations to over 16 seniors who have signed to play athletics at a college/university next fall. Colleges/universities include Assumption University, Hofstra University, Nichols College, SCSU, CCSU ECSU, University of St. Joseph, Bowling Green, AIC, Rivier University, Hartwick College, Morgan State and Johnson and Wales University.
- On May 22, 2025, Windsor High School held their annual Art Show. The following students' art work were selected as the purchase prizes:
 - BOE Purchase Prize selected by BOE President David Furie
 - *Sky's Up...Eye's Up* by **Victoria Dupre**
 - Superintendent's Purchase Prizes selected by Superintendent Dr. Terrell Hill
 - *A Sparkling Spotted Joe-Pye Weed* by **Rosepreet Kaur**
 - *Stained Glass* by **Lilliana Yohe**
 - Windsor High School Purchase Prize selected by Principal Breon Parker
 - *Waterfall* by **Elizabeth (Jay) Reilly**
- Dr. Hill's Coffee Talks have concluded for this school year. Please watch for his Coffee Talks for the 2025-2026 school year, which will be posted on the district website.
- The BOE's next regular meeting will be on Tuesday, June 17, 2025 at 7:00 PM in the Board Room at LP Wilson Community Center.

Deputy Mayor Klase asked where they can see the art pieces and where they are hung? Mr. Lockhart stated the current awardees are hung in the board room and then as they cycle through, those pieces are hung on the wall in the district office itself or around selected common places where the public can see them.

Councilor Eleveld said he saw a high production video about the mobile classroom. Since it might be used during the summer, could we get a report in January as to the success of the program? The Town Council would like to hear about it. Mr. Lockhart said he would bring that back to Board President Fury, as a request through the Mayor to the Board of Education. Mayor Black-Burke said she knows that across the State people have already been reaching out to the Windsor public schools to find out about it because it's something new in our State. She is looking forward to the mobile classroom.



8) TOWN MANAGER'S REPORT

Plan of Conservation and Development Focus Group meeting

Come join us at the next Plan of Conservation and Development (POCD) Focus Group on Wednesday, June 4, at 6:30 PM at the town hall. The two discussion topics will be Economic Development and Open Space / Natural Resources. Please join the conversation and give your thoughts and ideas to help shape the future of economic development, open space and natural resources in our community. The POCD is a strategic guide for managing growth and preserving valuable resources within the Town of Windsor. For questions, please contact Todd Sealy at 860-285-1981 or go to <https://plan.windsorct.com/>

MDC work

The MDC is planning overnight construction work in the Deerfield Road and I-291 area starting tonight.

Starting June 2nd, the MDC will be replacing a water main on Deerfield Road and Putnam Highway (I-291 off ramp). Work will be done between 6:00 PM and 5:00 AM.

Deerfield Road northbound from the I-291 off ramp to the Taylor & Fenn driveway will be closed. Northbound traffic will be detoured to Windsor Avenue.

Once the Deerfield Road section is completed, Putnam Highway from Deerfield Road to Windsor Ave will be closed for replacement of water lines in that road segment. All construction is expected to be complete by the end of June.

Summer Programs and Pools

Goslee and Welch Pools will open on Monday, June 16. Pool hours are posted on the Windsor Recreation website. For more information go to: <https://townofwindsorct.com/recreation>

Other programs to register for on the Windsor Recreation website include:

- Swim lessons - registration has begun and is ongoing.
- Summer Fun Camp - begins on June 23 and runs through August 8 for ages 5–13. Campers will enjoy weekly swimming, exciting in-house field trips including mini-golf and silent disco, educational nature programs from Northwest Park, plus daily games, crafts, and sports activities—all supervised by our trained, dedicated staff.

For complete information and registration, visit us at: <https://townofwindsorct.com/recreation>

Wonder of Windsor “For the Birds” photo contest

Don't forget to cast your vote by June 14th for your favorite bird photo for the “For the Birds” Photo Contest sponsored by the Conservation Commission. The “For the Birds” contest



was developed to make individuals more aware of the bird population in Windsor. Check out the photos online!

There will be first and second place prizes for adults and youth that have submitted their photos! Please cast your vote at: <https://townofwindsorct.com/planning/photo-contest/>

Trails Day 2025

In honor of Trails Day 2025, on June 7th, Windsor Recreation is hosting a scenic, 1-mile round-trip walk that offers beautiful views of the Connecticut River and is a perfect way to connect with nature. The trail is wheelchair accessible and pet-friendly, so bring your walking shoes, pup, and sense of adventure! This event is free, no registration required.

The walk starts at 10:00 a.m. Please park at the East Barber Street boat launch parking lot in Wilson and meet Recreation staff at the trailhead. Don't forget to bring water for yourself and your furry friend!

For more information, visit: <https://trailsday.org/events/east-barber-street-walk/>

Hartford Vet Center Returns to Windsor

In partnership with our Social Services Department, the Hartford Vet Center will once again host bi-weekly office hours at the L.P. Wilson Community Center to support veterans and their families. Services include: individual counseling, group counseling, marriage and family counseling, referrals and connections to additional VA and community resources. June appointments are available on June 6 and June 20. To schedule an appointment in Windsor or learn more, individuals can contact the Hartford Vet Center directly at 860-563-8800. <https://www.va.gov/hartford-vet-center/>

'AAA' Credit Rating Affirmed

I'm pleased to let you know that Standard and Poor's (S & P) has reaffirmed the Town's AAA credit rating. Jim Bourke, Finance Director, myself, along with the town's financial advisor Mark Chapman from Munistat, recently conducted a credit rating call with representatives from Standard and Poor's (S & P) to discuss in detail a range of topics such as the local and regional economy, recent economic development activity, fiscal and debt management practices, budgetary performance and retirement plan stewardship. The Credit Profile report was issued today and documents a number of positive assertions put forth by S & P, such as our "strong economy, strong financial management practices and consistent financial performance" to name a few. The town will be issuing \$5.4 million in general obligation bonds on June 10th. The term of the bonds will be 10 years.

Councilor Pelkey asked for an update about the park down in the Wilson area. From what his understanding is, it is not fully completely done yet. He saw some people utilizing it in the evening hours. He asked the Town Manager if he could give them an update on it. Town Manager Souza said the contractor is between 95-99% complete. There are basically minor items left to take care of. We'll also have to resurface the final pavement of the parking area which needs to be completed and weather permitting, that will be done in the next several business days, if not early next week. We are encouraging folks to not



use the park yet. We're in the midst of planning a community day to celebrate opening the park and that will be around July 12th or so. We'd like folks to stay off the grass a little bit so it can grow properly in the next few weeks.

Mayor Black-Burke asked regarding pool passes. Do we direct folks to social services? Is that broadly shared? She knows many of the seniors ask about the pool passes. Town Manager Souza said he would guide them to the Recreation office.

Mayor Black-Burke asked about the WinWag contest. Has that been announced to the winners? Town Manager Souza said he believes the voting is still going on and should end in the next few days. Mayor Black-Burke said if you haven't gotten your pictures in yet, you still have time to do that.

Councilor Armstrong asked Town Manager Souza to tell the public where they can get helmets from. Town Manager Souza stated the Health Department sells the helmets for biking, skateboarding, and skiing. They are located at the top floor at town hall.

9) REPORTS OF STANDING COMMITTEES

Town Improvements Committee – Deputy Mayor Klase – no report tonight.

Finance Committee – Councilor Naeem – no report tonight.

Health and Safety Committee – Councilor Armstrong stated they will be having a meeting on June 17th at 6:30 PM.

Joint Town Council/Board of Education Committee – Deputy Mayor Klase – nothing to report.

Personnel Committee – Mayor Black-Burke stated there will be items later on in the agenda.

10) ORDINANCES – None

11) UNFINISHED BUSINESS - None

12) NEW BUSINESS

- a) Approve resolution for Neighborhood Assistance Act

MOVED by Deputy Mayor Klase, seconded by Councilor Pelkey that the attached resolution approving applications for participation in the 2025 Neighborhood Assistance Act Tax Credit Program administered by the Connecticut Department of Revenue Services be approved.



WINDSOR TOWN COUNCIL

NEIGHBORHOOD ASSISTANCE ACT (NAA) TAX CREDIT PROGRAM

RESOLUTION

- WHEREAS, the State of Connecticut, acting through its Department of Revenue Services, administers a program authorized by the state legislature entitled the Neighborhood Assistance Act (NAA) Tax Credit Program which provides corporations with tax liability in the State of Connecticut an opportunity to receive tax credits for donations made to participating municipal and tax-exempt organizations; and
- WHEREAS, in order to utilize the NAA Program eligible municipal and non-profit organizations must first secure the approval of the local governing body in a town served by the applicant; and
- WHEREAS, the organizations listed below have submitted applications for assistance in the NAA Program and the Town Council believes that the proposed activities are in the best interests of Windsor’s residents;

NOW THEREFORE BE IT RESOLVED BY THE WINDSOR TOWN COUNCIL that the following applications for participation in the 2025 Neighborhood Assistance Act Tax Credit Program are hereby approved:

<u>Applicant</u>	<u>Request</u>	<u>Activity</u>
Archer Memorial African Methodist Episcopal Zion Church	\$ 36,600	Energy Efficiency upgrades
Madina Academy	\$150,000	Energy Efficiency upgrades
Oliver Benoit Foundation	\$ 90,000	Distribution of personal care packages for Homeless and Shelter Residents

Flavia Rey De Castro, Community Development Specialist, stated the Office of Community Development issued media releases and sent email notices to non-profit organizations in an effort to ensure that eligible organizations are aware of the NAA Program. In addition, the public hearing was duly noticed.

The applications received this year include the following:

<u>Applicant</u>	<u>Request</u>	<u>Activity</u>
Archer Memorial African Methodist Episcopal Zion Church	\$ 36,600	Energy Efficiency upgrades



Madina Academy	\$150,000	Energy Efficiency upgrades
Oliver Benoit Foundation	\$ 90,000	Distribution of personal care packages for Homeless and Shelter Residents

The dollar amounts listed above for each applicant are essentially fundraising goals for participating organizations. It is up to the applicants to secure donations from corporate sponsors using the NAA Tax Credit program as a financial inducement. The cost for the town to participate is minimal, essentially limited to promotion of the program, publication of a legal notice for the public hearing, and minimal staff time.

Councilor Naeem stated she understands that this isn't funding that is guaranteed to them. They still have to raise the funds. It's a fundraising goal that they've set. Is there a sort of list of organizations that they can reach out to then advocate for funding? Ms. Rey De Castro said it is in two phases. The first is the Town Council's approval at the local level, then the corporations have to get it approved at the State level separately. Once corporations get approved, then they have available all the applications that have been approved at the State level and they can then choose who they would fund.

Councilor Naeem asked if there is anywhere that they can find a list of what corporations have been approved for the program? Town Manager Souza said there's not a list of corporations. There is a list of the organizations that are approved by DAS and nonprofits. The ability for nonprofits is to go and seek donations so they can go to any corporation. Councilor Naeem said so they can go to any corporation because they can leverage a program like if you donate 'x' amount of dollars through this program you'll get the benefit. Town Manager Souza said for the tax credit program, that is correct.

Mayor Black-Burke asked how many total applications were received for this? Ms. Rey De Castro said typically, this is what we usually get, two or three.

Councilor Gluck Hoffman asked if she could be told from last year, who were the folks that applied for the organizations? Were they the same? Ms. Rey De Castro stated that they are not all the same. Oliver Benoit Foundation did apply along with Madina Academy last year. They were awarded some funds partially, and then the third applicant last year was the Police Cadets.

Motion Passed 9-0-0

- b) Authorize the submittal of a grant application to the State of Connecticut's Community Investment Fund for the Senior Housing Planning project

MOVED by Deputy Mayor Klase, seconded by Councilor Gluck Hoffman that the Town Manager is authorized to submit an application to the Department of Economic and



Community Development pursuant to the attached resolution for the Community Investment Fund in the amount of \$250,000 and that a commitment of \$25,000 in general funds be made as a local match.

MUNICIPAL RESOLUTION

WHEREAS, pursuant to Connecticut General Statutes Section 32-285a, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the Town of Windsor make an application to the State for \$250,000 in order to undertake the Windsor Senior Housing Planning project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE WINDSOR TOWN COUNCIL:

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by 32-285a.
2. That the filing of an application for State financial assistance by the Town of Windsor in an amount not to exceed \$250,000 is hereby approved and that Town Manager Peter Souza is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of Windsor.

Patrick McMahon, Director of Economic Development, stated that Windsor has an aging population with approximately 18% being 65 years or over. Many Windsor senior and disabled residents are interested in downsizing from their single family homes but there is a lack of alternative housing options especially for those who are on fixed incomes. We have received public input that senior residents would like to remain in Windsor where they raised their families but now find it challenging to locate affordable housing units. To demonstrate the demand, there is a waiting list of 325 for the three Windsor Housing Authority facilities at Mill Brook, Fitch Court and Shad Run which have a total of 152 units. Typically, the waitlist average is one to five years and that depends on the vacancy rate which is typically no more than 1% per year.

Most of the 590 units of new apartments that are under construction or have been permitted through the zoning process will be market rate units. Approximately 44 units are set aside for people that make less than 80% of the area median income and are not restricted to the senior and disabled population. Also, many seniors on fixed incomes would need an affordability between 30% and 50% of area median income. So though

there are some affordable units in the pipeline, additional senior and disabled housing choices are needed.

The Fitch Park property is 4.47 acres. We are exploring the development of this property as it is adjacent to the Windsor Housing Authority's Millbrook Village and Fitch Court facilities and its connectivity to Windsor Center amenities/services. A preliminary concept layout utilizing the entire property could yield approximately 95 units in several two and three-story structures. Such a plan would necessitate the relocation of one or two Little League ballfields to an alternative site to be identified as part of the study.

The study would incorporate several planning elements, including a property survey analyzing the soil, suitability for construction, an environmental study to rule out any contaminated soils, conceptual site planning, zoning analysis, schematic architectural plans as well as elevations, a market analysis preliminary project, pro formas for both the development budget as well as the operating budget of such a facility.

If awarded, town staff would work closely with the housing authority on these planning efforts as well as seek input from the Commission on Aging, and Persons with Disabilities on the needs for senior and disabled housing.

Councilor Armstrong asked what type of units these are. Mr. McMahon stated they are generally single bedroom, small studio type of apartments like you would see at any of the housing authority properties.

Councilor Armstrong asked if the Fitch Court was the former Board of Education building. Mr. McMahon said it was. Councilor Armstrong asked if that is the court that has the softball field next to it? Mr. McMahon explained there are two little league fields. Councilor Armstrong said that she heard Mr. McMahon mention that he wanted to have another field. So, this one would be in addition to that? Mr. McMahon answered as part of the planning study, we would determine the need to move one or two fields to another location in the community identifying appropriate location and then funding that would be necessary to relocate those fields.

Councilor Pelkey asked who currently owns that land including the fields? Mr. McMahon said it is owned by the Town of Windsor. Councilor Pelkey asked who would be putting up the buildings if it got to that point? Mr. McMahon said that would be a part of the study determining the developer whether it's a nonprofit developer, likely some kind of private partnership that would be identified through the study. Councilor Pelkey asked then who owns the buildings and the property afterwards? Mr. McMahon said all of that would be determined by the study. His assumption is that the Windsor Housing Authority would be wrapped in, in some form or fashion. Councilor Pelkey said in some way the thought currently is that this would end up being maybe not the same as, but similar to Fitch Court or Millbrook, it would operate similarly? Mr. McMahon stated that was correct.

Councilor Gluck Hoffman stated the housing bill that just passed the House last week is going to the Senate for next week. Is that going to affect zoning? Would that affect this project going forward or not? Mr. McMahon answered that bill is, as far as he's aware, actually has funding for housing, authority, feasibility, and expansions. So, this might be very good timing relative to that.

Councilor Eleveld stated he believes that both these fields are being used by little league groups. He presumes that in the study they will look at where else to move them. Then, if they were able to be moved, who would pay for rebuilding the fields or would that be a part of the study? Mr. McMahon stated it would be part of the study. Town Manager Souza said there are many ways that can be approached and they see it in different ways. He explained the ways in which it could be approached.

Deputy Mayor Klase stated she would love to see us put in the proposal for the evaluation of the buildings, green and sustainable energies in that building construction as much as possible, if not fully. That would be a nice 'add' for her.

Councilor Walker asked in looking at this project long term, however it flushes itself out, would there be set asides for Windsor residents? Or is that possible legally? Mr. McMahon said the model that ultimately gets developed may or may not be solely for Windsor residents. If it were through a for-profit model, it may have a wider net. If it's a nonprofit model, again, it might be able to be identified just as Windsor residents. Town Manager Souza added that part of that will be how the project is financed. We could start using State and Federal dollars to a certain degree, then that will most likely trigger needs that can't be solely dedicated to Windsor residents. But part of that will hinge upon the overall financing sources.

Mayor Black-Burke feels the feasibility study needs to be conducted to look at all pieces of the housing as well as how we work with relocating these fields.

Motion Passed 9-0-0

- c) Set a Public Hearing for June 16, 2025 at 7:20 p.m. to solicit public comment on proposed construction of sidewalks on Prospect Hill Road

MOVED by Deputy Mayor Klase, seconded by Councilor Armstrong to set a Public Hearing on the proposed construction of a new sidewalk along Prospect Hill Road between Woodduck Farm Road and Day Hill Road for Monday, June 16, 2025 at 7:20 p.m.

Suzanne Choate, Town Engineer, stated Prospect Hill Road is classified as a major collector roadway with an Average Daily Traffic (ADT) volume of approximately 3,200 vehicles per day. The proposed five foot concrete sidewalk would connect with existing sidewalk segments that run continuously to Prospect Hill Road's intersection with Poquonock Avenue. There are several residential subdivisions located off of Prospect Hill Road which have over 230 homes on or within a quarter mile of Prospect Hill Road. The

new sidewalk would provide safe separated pedestrian linkages to Northwest Park as well as the multi-use path on Day Hill Road.

This proposed stretch of sidewalk would fill a gap for pedestrians, provide important connections, improve safety of the traveling public as outlined in the town's Plan of Conservation and Development and helps meet the objectives of the Federal Highway Administration's Safe Streets 4 All program along with working toward CT DOT's Vision Zero which aims to eliminate transportation related fatalities and severe injuries involving pedestrians, bicyclists, motorists and passengers.

Councilor Pelkey asked how many attendees there were at the community event? Ms. Choate said there was about 12-15 individuals. Councilor Pelkey asked if she knew how many of those people were actual property owners who would now have this sidewalk in their property? Ms. Choate said there were several that were across the street that would not be on the same side of the street. The remainder were on the street. Councilor Pelkey said for clarification, even if these people who haven't ever had a sidewalk in front of their house and they are put in, they will suddenly have to take care of snow removal, etc. Ms. Choate said that is correct.

Deputy Mayor Klase wanted to confirm that she thought for the abutters they would get notified of the public hearing. Town Manager Souza that is correct. The direct abutters get notified about the public hearing by mail.

Mayor Black-Burke said just to look at the dollars again, we have a grant commitment for this. As a town, we would need to put in additional funds for design and that's the \$20,000, correct? Town Manager Souza nodded yes.

Motion Passed 8-0-1 (Councilor Pelkey abstained)

13) RESIGNATIONS AND APPOINTMENTS

MOVED by Councilor King, seconded by Councilor Naeem to:

- A. Appoint Mike Douville as an Unaffiliated member to the Conservation Commission for a five year unexpired term to expire November 30, 2026 or until a successor is appointed
- B. Appoint Mike Douville as an Unaffiliated member to the Housing Code Board of Appeals for a five year term to expire October 31, 2028 or until a successor is appointed
- C. Reappoint Milo Peck as a Democratic member to the Public Building Commission for a three year term to expire November 30, 2027 or until a successor is appointed



- D. Reappoint Steven Fraysier as a Republican member to the Inland Wetlands and Watercourses Commission for a four year term to expire March 31, 2029 or until a successor is appointed
- E. Appoint Alfred Tanguay as an Unaffiliated member to the Greater Hartford Transit District for a four year term to expire February 28, 2028 or until a successor is appointed
- F. Appoint Donald Trinks as a Democratic member to the Windsor Housing Authority for a five year unexpired term to expire July 31, 2026 or until a successor is appointed
- G. Appoint Christina Crosset as a Democratic member to the Arts Commission for a three year unexpired term to expire August 29, 2026 or until a successor is appointed
- H. Reappoint Kaitlin Walsh as a Democratic member to the Library Advisory Board for a three year term to expire April 30, 2028 or until a successor is appointed
- I. Appoint Matthew Hellman as a Democratic member to the Youth Commission for a three year term to expire September 30, 2027 or until a successor is appointed
- J. Appoint Andrea Olson as a Democratic member to the Zoning Board of Appeals for a four year unexpired term to expire November 10, 2027 or until a successor is appointed
- K. Appoint Andrea Olson as a Democratic Alternate (Residential) member to the Historic District Commission for a two year term to expire October 14, 2027 or until a successor is appointed
- L. Reappoint Marva Douglas-Wilks as a Republican member to the Commission on Aging & Persons with Disabilities for a three year term to expire January 31, 2028 or until a successor is appointed
- M. Reappoint Marco Romero as an Unaffiliated member to the Youth Commission for a three year term to expire January 30, 2028 or until a successor is appointed

Motion Passed 9-0-0

14) MINUTES OF PRECEDING MEETINGS

MOVED by Deputy Mayor Klase, seconded by Councilor Eleveld to approve the minutes as presented of the:

- May 19, 2025 Public Hearing meeting
- May 19, 2025 Regular Town Council meeting



Motion Passed 9-0-0

15) PUBLIC COMMUNICATIONS AND PETITIONS

George Slate, 74 Ethan Drive, gave kudos to the Town Manager for the AAA rating. On October 20th at 4:00 PM at UCONN Student Union Theater, there will be an event that is entitled, "Sport and Human Rights", a keynote conversation with Tommy Smith and John Carlos, moderated by Bill Roden. This is the famous black salute at the 1968 Olympic games. President Trump is asking that national disasters be absorbed by the States they occur in. He feels that we should leave the Rainy Day fund alone for the next three years. If we have something and it's not going to be picked up by FEMA, that's what it is there for.

James Klase, 318 Hitching Post Lane, just wanted to wish the Deputy Mayor Klase a happy birthday.

16) EXECUTIVE SESSION - None

17) ADJOURNMENT

MOVED by Mayor Black-Burke, seconded by Councilor Armstrong to adjourn the meeting at 8:48 p.m.

Motion Passed 9-0-0

Respectfully Submitted,

Helene M. Albert
Recording Secretary