

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF PLAINVILLE

and

**PLAINVILLE POLICE UNION
LOCAL #1706, COUNCIL 4, AFSCME, AFL-CIO**

July 1, 2017 – June 30, 2020

TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	RECOGNITION	1
ARTICLE II	DUES DEDUCTION	1
ARTICLE III	UNION SECURITY	2
ARTICLE IV	MANAGEMENT RIGHTS	3
ARTICLE V	NO DISCRIMINATION	3
ARTICLE VI	NO STRIKE--NO LOCKOUT	4
ARTICLE VII	SENIORITY	4
ARTICLE VIII	GRIEVANCE PROCEDURE.....	5
ARTICLE IX	HOURS OF WORK.....	8
ARTICLE X	OVERTIME.....	12
ARTICLE XI	EXTRA OR SPECIAL POLICE DUTY	14
ARTICLE XII	HOLIDAYS	16
ARTICLE XIII	VACATIONS	17
ARTICLE XIV	SICK LEAVE	19
ARTICLE XV	FUNERAL LEAVE.....	23
ARTICLE XVI	DISCIPLINARY PROCEDURES AND PRIVILEGES	23
ARTICLE XVII	UNION BUSINESS LEAVE.....	24
ARTICLE XVIII	MILITARY LEAVE.....	25
ARTICLE XIX	HOSPITALIZATION AND INSURANCE	26
ARTICLE XX	COURT TIME	30
ARTICLE XXI	UNIFORMS AND CLOTHING.....	30

ARTICLE XXII	SAVINGS CLAUSE.....	31
ARTICLE XXIII	SALARIES	32
ARTICLE XXIV	PROMOTIONS.....	32
ARTICLE XXV	GENERAL PROVISIONS	34
ARTICLE XXVI	SUBSTANCE ABUSE TESTING	36
ARTICLE XXVII	EDUCATION INCENTIVES.....	40
ARTICLE XXVIII	PENSIONS	41
ARTICLE XXIX	DURATION.....	41
ARTICLE XXX	WAGE & SALARY PLAN.....	43
	APPENDIX A.....	45
	APPENDIX B	49
	APPENDIX C	52

PREAMBLE

THIS AGREEMENT, entered into by the TOWN OF PLAINVILLE, hereinafter referred to as the Town, and the PLAINVILLE POLICE UNION, LOCAL #1706, COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges, working conditions or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE I **RECOGNITION**

Section 1. The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time uniformed members, including probationary employees and investigatory members of the Police Department with authority to exercise police powers, and Canine Control Officer, exclusive of the Chief and the Captain.

ARTICLE II **DUES DEDUCTION**

Section 1. The Town agrees to deduct Union membership initiation fees, assessments, and dues from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union once every six (6) months.

Section 2. These deductions will be made on the normal payday as specified by the Town and agreed to by the Union.

Section 3. In the event an employee receives no pay on the payday on which Union dues are deducted, no deduction shall be made for that week.

Section 4. When a member's dues are not deducted by reason of the conditions described in Section 3 of this Article or by reason of an extended absence from the Department, during which time he/she is not paid, and such member returns to active duty, it shall be the responsibility of the Town to reactivate the deduction of his/her dues.

Section 5. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Town within sixty (60) calendar days after the date such deductions were or should have been made. The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made of the Treasurer of the Union.

Section 6. The Union agrees to indemnify, save, and hold the Town harmless from any claims, suits, losses, damages, or expenses arising out of or in any respect related to the application or operation of this Article.

ARTICLE III **UNION SECURITY**

Section 1. As a condition of employment, all full-time employees and probationary employees shall become and remain members in good standing of the Union. All employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of continued employment.

ARTICLE IV
MANAGEMENT RIGHTS

Section 1. Except as specifically abridged or modified by a 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, and Canine Control Officer, determine the standards of selection of 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, responsibilities and prerogatives are inherent in the Town Council and 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 V
NO DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

ARTICLE VI
NO STRIKE--NO LOCKOUT

Section 1. The Union agrees that it will not call or support any strike, work stoppage, work slow down or any other action against the Town that would impede the proper functioning of the Town government and the public safety of the community. The Town agrees that it will not lock out any employees at any time.

ARTICLE VII
SENIORITY

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

Section 1b. The Canine Control Officer shall have seniority rights based on his/her date of hire with the municipality only within the classification of Canine Control Officer. The full time Canine Control Officer shall serve a probation period of twelve (12) months from the date of hire. The retention of the employee during this period of time shall be at the sole discretion of the Town. Upon successfully completing the probationary period the Canine Control Officer shall acquire seniority as of the date of their employment.

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

Section 3. Seniority shall not be broken by vacations, sick time, suspension or any authorized leave of absence or any call to military service for the duration.

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

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

Section 6. In the event of reduction in the force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority, as defined in Article VII, Section 1.

Section 7. Rank seniority shall prevail in the selection of holidays.

Section 8 New employees shall serve a probationary period of twelve (12) months after having achieved full POST Academy certification and shall have no seniority rights during this time. The retention of the employee during this period of time shall be at the sole discretion of the Town. All employees who have successfully completed their probationary periods shall be full-time employees and shall acquire seniority as of the date of their employment.

ARTICLE VIII **GRIEVANCE PROCEDURE**

Section 1. **Purpose.** The purpose of the grievance procedure shall be to settle employee grievances on as low an administration level as is possible and practicable, so as to insure efficiency and employee morale.

Section 2. **Definition.** A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with:

- (a) Discharge, suspension or other disciplinary action;
- (b) Matters relating to the interpretation and application of the Articles and Sections of this agreement.

Section 3. Procedure.

- (a) Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may at its discretion process the grievance anew from the first step or from the next succeeding steps following that which the employee has utilized.
- (b) No grievance settlement as a result of an individually processed grievance shall contravene the provisions of this Agreement.

STEP ONE

The aggrieved employee, who may be represented by a Union representative shall reduce the grievance to writing and submit it to the Chief of Police, the Captain, or the Lieutenant within ten (10) calendar days of the date of occurrence. The Chief, Captain, or Lieutenant shall attempt to adjust the matter and submit his/her decision in writing to the aggrieved employee and his/her representative, if represented, within ten (10) calendar days receipt of the grievance.

STEP TWO

If the grievance has not been settled, it shall be presented in writing by the employee or his/her representative, to the Town Manager within ten (10) calendar days of the Chief's, or Captain's, or Lieutenant's decision. The Town Manager shall attempt to adjust the matter and submit his/her decision in writing to the aggrieved employee and his/her representative within ten (10) calendar days of receipt of the grievance.

STEP THREE

If the aggrieved employee is not satisfied with the decision rendered in Step Two, the Union shall notify the Town Manager within ten (10) calendar days after receipt of the decision that it intends to submit the grievance to arbitration. The party requesting arbitration shall file notice of appeal with the State Board of Mediation and Arbitration which shall act on such request in accordance with its rules and procedures. The Arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement. The decision of the Arbitrator or Arbitrators shall be final and binding upon both. The expense for the Arbitrator's services and the proceedings shall be borne equally by the Town and the Union. The Town and Union shall also share equally the expenses of any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings.

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

Section 5. Meetings. If either of the parties related to the grievance process desire to meet for the purpose of the oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two and Three.

Section 6. Time Extensions. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing.

Section 7. Recording of Minutes or Testimony. Either party shall have the right to employ a public stenographer, or use of a mechanical recording device at any step in this procedure.

Section 8. **Police Union as a Complainant.** The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

Section 9. **Representation.** Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either an employee or the Police Union.

Section 10. **Step Three Grievances.** Grievances involving discharge, demotion or suspension of more than three (3) days may be processed beginning at Step Three.

Section 11. A suspension of more than three (3) days will not be implemented until a decision has been rendered at Step 2 of the grievance procedure. Any suspension of more than three (3) days, some or all of which is upheld at Step 2, shall be implemented as the Chief directs. If a grievance of any suspension of more than three (3) days is processed beginning at Step 3, the suspension shall be implemented, as the Chief directs.

ARTICLE IX **HOURS OF WORK**

Section 1. The regular work week shall be a 4-2 work week schedule involving four (4) consecutive work days with two (2) consecutive days off within any calendar week. The work day shall be eight (8) consecutive hours per day. This schedule shall be in accordance with Appendix A.

Section 2a. A work period shall consist of ninety (90) consecutive calendar days. Unless an emergency arises, the Department shall maintain three (3) such work periods with each of such periods encompassing the following hours and designated in the following manner:

- (a) 8:00 a.m. to 4:00 p.m.

- (b) 4:00 p.m. to 12:00 midnight
- (c) 12:00 midnight to 8:00 a.m.
- (d) 7:30 a.m. to 3:30 p.m.
- (e) 3:30 p.m. to 11:30 p.m.
- (f) 11:30 p.m. to 7:30 a.m.

Section 2b. There shall be one officer from each shift to work the early squad as described in (d), (e), and (f) above. The first shift Corporal shall be assigned the early A Squad Cycle. The second shift Corporal shall be assigned the early C Squad Cycle. The third shift Corporal shall be assigned the early B Squad Cycle. The remaining shift cycles on each shift shall be offered first to volunteers and, in the event there are no volunteers, then patrolmen on each shift shall be assigned in the inverse order of seniority.

Section 3. The Town agrees that no employee assigned to work the early squads as described in Section 2a defined above in this Article shall be required to forfeit any overtime or extra duty assignments which the employee could have worked.

Section 4. All work schedules shall be completed and posted on Departmental bulletin boards not later than ten (10) days in advance of the date when the working period changes.

Section 5a. Patrol Division employees shall be required to work only the hours of the work period to which they are assigned for each ninety (90) day period. Personnel who may be assigned to another division or promoted shall be an exception to this Section.

Section 5b. Personnel assigned to the Detective Division or any other administrative shift shall work a 5-2 (Monday – Friday), 5-2 (Monday – Friday), 4-3 (Monday – Thursday) workweek. Personnel assigned to the Detective Division shall work from 8:00 a.m. to 4:00 p.m.. Detectives shall stagger their 4-3 work week so that no more than one (1) Detective will be off on a

Friday at a time. If staffing in the Detective Division exceeds the number allowable by this rotation, then two (2) Detectives may have the same Friday off. Personnel assigned to a non-traditional shift shall work eight (8) consecutive hours between the hours of 2:00 p.m. and 2:00 a.m. as determined by the Chief, the hours to remain the same for the ninety (90) day work cycle.

Section 5c. The swing shift officers shall work a non-traditional 5-2, 5-2, 4-3 weekly schedule on a Tuesday-Saturday, Tuesday-Saturday, Tuesday-Friday or a Wednesday-Sunday, Wednesday-Sunday, Wednesday-Saturday basis. Swing officers shall work eight (8) consecutive hours between 10:00 a.m. and 2:00 a.m. unless otherwise determined by the Chief. Should an unexpected vacancy occur, the Chief shall have the right to fill such vacancy with a swing officer with no less than forty-eight (48) hours notice. The least senior swing officer will be moved to the vacant slot provided that “bumping” will be allowed as follows:

If the least senior swing officer has sufficient seniority he shall have the right to “bump” the junior officer from a shift he desires within the forty-eight (48) hour window. If the bumped officer has sufficient seniority he may bump one other officer. The officer with the least seniority after one (1) or two (2) bumps will fill the open slot for the duration of the work cycle, at which time all available slots will be rebid.

(Example: Only one (1) swing slot is filled and a vacancy occurs on the 12-8 shift. The swing officer has sufficient seniority to bump the least senior 8-4 officer. The bumped 8-4 officer then bumps the least senior officer from the 4-12 shift and that officer fills the open 12-8 slot).

The Town shall not incur any extra costs as a result of any additional shifts required by any employee due to bumping and to ensure that the Town incurs no extra costs employees affected will swap shifts to allow for an equitable transition to the new shift assignments.

Section 5d. Notwithstanding any other provisions of this Article, Canine Control Officers shall work 40 hours Monday through Friday, 8:00 A.M. to 4:00 P.M., except the following holidays: New Years Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. During each eight (8) hour day, Canine Control Officers shall be allowed one (1) hour for lunch.

Section 5e. There shall be one or more officers assigned to the Detective Division. These assignments shall be made at the discretion of the Chief of Police. To qualify for an assignment to the Detective Division, individuals must have a minimum of two (2) years of experience as a patrol officer. In the event that no officer with at least two (2) years of experience is available, the Chief may assign an officer who he/she deems otherwise qualified.

Section 6. During each eight (8) hour tour of duty, all employees shall be allowed one-half (1/2) hour for lunch. The Department shall prescribe the lunch periods for all beats and cars. Each employee shall call the station when he goes out for lunch and when he returns to duty. A record shall be maintained by the desk officer or dispatcher. In addition, officers shall not work more than sixteen (16) consecutive hours without taking at least six (6) hours off before returning to duty, whether regular or private duty, except in emergency circumstances as determined by the Chief of Police.

Section 7. Once designated, and in the manner provided for in Section 3 of this Article, an employee's regular day(s) off shall not be changed during the work week, without the express written approval of the employee.

Section 8. Once an employee is assigned his/her ninety (90) day work cycle, he/she shall not be transferred or assigned to any other work cycle other than the work cycle which would have normally been assigned to him/her.

Section 9. Employees shall bid their shifts by seniority. Such bid shall be for a ninety (90) day work cycle, provided that the Chief shall have the right, one time during each fiscal year, to change an employee's shift for one (1) work period of ninety (90) days, thereafter the employee shall again revert to bidding his/her shift by seniority.

Section 10. Squad changes within a specific shift shall only be permitted by mutual agreement between affected patrolmen. In the event there is an open squad, seniority shall prevail.

ARTICLE X **OVERTIME**

Section 1. All overtime duty shall be paid at the rate of time and one-half for all hours or any portion thereof in excess of eight (8) hours on a regular work day or all hours in excess of the regularly scheduled work week.

Section 2. Employees required to work on their regular day(s) off whether for a full eight (8) hour shift or less (as outlined in Article IX, Section 2) shall be paid not less than a full day's pay at the rate of time and one-half with the exception of the Canine Control Officer who will receive not less than two (2) hours at rate of time and a half.

Section 3a. When an employee is required to return to duty to perform over-time duties on a regular working day and when the overtime hours so worked are not continuous with the employee's regular duty hours, he/she shall be paid not less than four (4) hours at the rate of time and one-half.

Section 3b. When the Canine Control Officer is required to return to perform overtime work on a regular working day and when overtime hours so worked are not continuous with the

employee's regular work hours, he/she shall be paid no less than two (2) hours at the rate of time and one half.

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

Section 5. Employees who perform overtime duty for the major portion of fifteen (15) minutes beyond the terminal hour of their tour of duty shall receive fifteen (15) minutes of overtime pay and for each fifteen (15) minutes thereafter that they work the major portion of such additional units of fifteen (15) minutes, they shall be paid for all such additional time.

Section 6. In cases of absences by sergeants, ranking officers and patrolmen, vacancies will be filled by an employee of the same rank as the absentee, except for vacancies in corporal rank, and they will be filled by the overtime list. If an employee of the same rank is not available for the replacement, the replacement will be taken from the next lowest rank. Probationary patrolmen who have completed P.O.S.T.C. Certification will be eligible for assignment on the overtime list. The provision shall not apply to the Detective Bureau.

Section 7. All overtime shift work shall be assigned on a rotating seniority basis except that no employee shall be assigned overtime until he/she has passed Field Training.

Section 8. Employees shall be allowed to work overtime shifts while on vacation.

Section 9. Any employee assigned to work in a higher capacity, i.e., acting sergeant or acting lieutenant, shall receive for the hours so worked, the rate of pay for such higher capacity so worked.

Section 10. Employees will be given a minimum of four (4) hours of compensatory time off for the time spent giving lectures or speeches at the request of an outside organization providing

that the employee is off duty and such request has been approved in advance by the Chief, and further provided that the employee receives no compensation for such lecture or speech from the requesting party.

Section 11. Any employee attending mandatory training authorized by the Chief of Police shall be paid the overtime rate of pay for the hours of training, provided he/she is not regularly scheduled for duty during those hours, then the rate of pay shall be at straight time.

Section 12. If the recent trend of overtime costs continues, the union agrees to sit down with management on June 1, 2007 in a good faith effort to explore ways in which to reduce overtime.

ARTICLE XI **EXTRA OR SPECIAL POLICE DUTY**

Section 1. The terms "Extra Police Work" or "Extra Police Duty", for the purpose of the Article shall mean Police Duty for which the Town is reimbursed by some other party, other than the Town of Plainville. No employee shall be assigned extra police work/private duty until he/she has obtained P.O.S.T.C. Certification. The Canine Control Officer shall be excluded from this Article.

Section 2. All extra duty assignments shall be made by the Chief, Captain, Lieutenant or their agent.

Section 3. Payment for Extra Duty assignments shall be made at the rate of time and one half (1-1/2x) the top patrolman rate then in effect, with a minimum of four (4) hours payment for each assignment. The above rate shall be increased to double times (2x) the top patrolman step rate for work performed on Saturdays, Sundays and holidays. All assignments between the hours of 12:00 a.m. (Midnight) and 6:00 a.m. shall be paid at the rate of two times the top patrolman rate.

This rate shall not apply to "Town jobs" which rate shall remain at one and one-half (1 ½) the top patrolman's rate.

Section 4. Whenever an employee works more than eight hours (8) hours in any one day for the same employer, the employee shall be paid overtime at the rate of double time (2x) the top patrolman step rate for those hours over eight (8), calculated to the nearest one quarter (1/4) hour.

Section 5. Extra Police Work assignments shall be allocated on a rotating seniority basis. Every regular, full-time employee shall be offered an Extra Duty assignment when one is available, starting with the senior man and continuing down the line to the newest man. Excess assignments shall be allocated in the same manner. Any employee who continually turns down Extra Duty assignments without legitimate reasons shall be placed at the bottom of the list.

Section 6. Whenever four (4) or more officers are assigned to an Extra Duty job to work the same hours, a sergeant or a corporal shall be included whose function shall be to supervise only.

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

Section 8. Construction work shall be paid in accordance with Section 3 of this Article, with the exception that assignments of more than four (4) hours shall be paid a minimum of eight (8) hours.

Section 9. All extra or special duty for which any Board, Commission, Department, Agency or Division of the Town Government pays for the services of Police shall not be more than 1-1/2 times rate of top patrolman on any day of the week.

ARTICLE XII **HOLIDAYS**

Section 1. The following holidays shall be granted to all members in the form of compensatory time off as provided for hereinafter:

New Year's Day	Labor Day
Dr. Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Easter Sunday	1/2 Day before Christmas
Memorial Day	Christmas Day
Fourth of July	1/2 Day before New Year's Day

Section 2. Employees who are off duty on any of the approved holidays by reason of vacation or a scheduled day off, shall receive a compensatory time off day. Employees who are on sick leave, Workers' Compensation or otherwise unscheduled to work due to a leave shall not receive a compensatory time off day. Also, employees who are on paid administrative leave shall not lose a compensatory holiday that occurs during such leave.

Section 3. If an unanticipated holiday occurs, whereby the Town Hall is legally closed, only those police officers actually working on that day shall receive one additional day's pay.

Section 4. Upon the death, retirement, or resignation of an employee, the amount of holiday pay accrued by the employee shall be paid in the event of such death, retirement or resignation in the pay period following the date of such death, retirement or resignation.

Section 5a Any employee who is scheduled to work and who does work on the following holidays shall be paid at the rate of one and one-half (1-1 1/2x) his/her regular rate:

New Year's Day	Good Friday
	Memorial Day
Fourth of July	Labor Day

Section 5b. Any employee who is scheduled to work and who does work on the following holidays shall be paid at the rate of two times (2x) his/her regular rate:

Thanksgiving Day Christmas Day Easter Sunday

ARTICLE XIII **VACATIONS**

Section 1a. Employees hired before March 8, 2002 shall be granted time off with pay for vacations according to the following schedule:

2 weeks after one (1) years' service

3 weeks after five (5) years' service

4 weeks after ten (10) years' service

After seventeen (17), nineteen (19), twenty-one (21), twenty-three (23) and twenty-five (25) years of service, one (1) additional day shall be granted accumulative to a maximum of five (5) weeks vacation after twenty-five (25) years of service.

Section 1b. Employees hired after March 8, 2002 shall be granted time off with pay for vacations according to the following schedule:

2 weeks after one (1) years' service

3 weeks after five (5) years' service

4 weeks after ten (10) years service

After six (6) months service, an employee may use five (5) vacation days out of the ten (10) days which he/she shall earn upon the completion of his/her first year of service.

After twenty (20) years of service, one (1) additional day shall be granted per additional year of service to a maximum of five (5) weeks of vacation after twenty-five (25) years of service.

Section 2. All requests for vacation taken one day at a time must be submitted forty-eight (48) hours in advance and subject to the approval of the Police Chief. Any employee who is eligible for three or more weeks vacation, may not use more than five (5) single days for vacation, without the approval of the Chief or his/her agent.

Section 3. Rank seniority shall prevail in the selection of vacations.

Section 4. The vacation period shall be based on the employee's anniversary date of hire and each employee shall be required to take all but five (5) vacations days during the year. These five (5) days are not accumulative and shall be used during the carry-over year from the anniversary date of hire. No vacation shall be accumulated beyond five (5) days without the approval of the Town Manager. Employees shall have the right to carry-over the previous year's vacation upon the year of their retirement.

Section 5. An employee who is separated, dismissed retired through disability or tenure or shall be paid the total of his/her vacation leave in the pay period following the date of such separation, dismissal, retirement or resignation.

Section 6. In the event of death of an employee, the employee's accrued vacation shall be paid for, to the employee's dependents and survivor (s).

Section 7. A vacation schedule shall be posted by the Chief, Captain, Lieutenant or their agent, no later than April 1st of each year. Employees shall indicate their preference of vacation time by no later than the last day of April of each year. Employees not signing this list by the required time shall relinquish their right of seniority in selecting their vacations. No more than two (2) employees per shift shall be approved to take paid leave of a full week or more utilizing any combination of paid vacation and/or other paid leave.

ARTICLE XIV
SICK LEAVE

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

- (a) Illness or injury, except where directly traceable to employment by an employee other than the Town of Plainville;
- (b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty hours; or
- (c) When the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by a medical certificate.

Section 2. An employee who is unable to work due to injuries, sickness or contagious disease sustained in the line of duty for which he/she is entitled to compensation under the Workers' Compensation Act, shall be permitted to use paid sick leave up until the time that the workers' compensation carrier accepts the claim. Once the claim is accepted and payment of workers' compensation benefits begins, any such paid sick leave used shall be restored and the Town will supplement the workers' compensation payments payable to such individual so that the employee is paid his/her regular base wages for up to a maximum of six (6) months. Nothing herein is intended to affect an employee's rights under the Workers' Compensation Act.

Section 3. Sick Leave Allowance

- (a) Sick leave allowance shall be earned by each employee at the rate of one and one-half (1-1/2) working days for each calendar month of service, the total of which shall not exceed eighteen (18) working days in any twelve (12) month period. Sick leave earned in any month of service shall be available at any time during any subsequent

month. No sick leave with pay in excess of the leave accumulated to an employee's credit may be used unless authorized in advance and in writing by the Town Manager. Such authorization shall not exceed one year's sick leave allowance. In order to be eligible to accrue sick leave, an employee must be actively at work or on paid administrative leave or paid vacation. An employee on a leave of absence for whatever reason, which leave extends beyond a calendar month, shall discontinue accruing sick leave until he/she returns to regular duty.

- (b) Notwithstanding the first sentence of Section 3 (a), employees hired after March 8, 2002 shall earn sick leave allowance at the rate of one and one-quarter (1.25) working days for each calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve (12) month period. All other terms of Section 3(a) shall pertain to such employees.

Section 4. Sick Leave Accumulation.

- (a) All unused sick leave of any employee during continuous employment may be accumulated up to a maximum benefit of two hundred thirty (230) days. Notwithstanding any other provision, the unused sick leave of the Canine Control Officer during continuous employment may be accumulated up to a maximum of one hundred fifty (150) days.
- (b) Notwithstanding the foregoing language of Section 4(a), all unused sick leave of any employee hired after March 8, 2002 during his/her continuous employment, may be accumulated up to a maximum benefit of one hundred eighty (180) days.
- (c) No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his/her normal work week.

- (d) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, or vacation time.
- (e) Sick leave shall not continue to accumulate during leaves of absence without pay.

Section 5. A medical certificate may be required for:

- (a) Any period of absence consisting of more than three (3) consecutive working days.
- (b) When it is reasonably presumed that a member of the immediate family is suffering from a contagious disease which may endanger the health of other employees of the Department.
- (c) The medical certificate shall show the nature of the illness or injury and its expected duration.

Section 6. Redemption of Accumulated Sick Leave at Retirement or Death.

- (a) Employees who retire after the required number of years of service, or employees who retire due to disability and when such disability is service connected, shall be paid a lump sum of money that is equal to the number of sick days due such employee not to exceed one hundred twenty (120) days times the prevailing day rate of pay received by such employee on the date of such retirement. Those employees hired after July 1, 1978 shall receive a lump sum of money that is equal to one (1) day's pay for each three (3) day's accumulated sick leave to a maximum of sixty (60) days times the prevailing rate of pay received by such employee on the date of such retirement. Notwithstanding any other provision, the Canine Control Officer who retires after the required number of years of service shall receive one (1) day's pay for every three (3) days of unused sick leave, not to exceed fifty (50) days, at the

prevailing day rate of pay received by the Canine Control Officer on the date of such retirement.

- (b) Upon the death of an employee, the amount of sick leave time due such employee shall be payable to his/her survivor(s) in the same manner as provided for in Item A of this Section.

Section 7. The Department shall maintain a record for each employee of all sick leave accumulated and taken. Employees shall receive one (1) personal leave day for each calendar quarter (January through March, April through June, July through September, and October through December) of perfect attendance. Effective July 1, 2018, the above shall no longer apply and instead employees shall receive one (1) personal day for each 90 days of perfect attendance. The 90-day cycle shall begin on the first day the employee returns to work after the use of a sick day. The use of a compensatory time, vacation, holiday or personal day, in lieu of returning to work shall also begin the 90-day cycle. Upon completing the 90-day cycle, the employee has 30 days to notify the personnel office or designee by email requesting to be credited with the personal day. If the employee does not make the notification within the 30 days, the employee forfeits this personal day. This forfeit in no way prohibits the employee from earning further personal days, nor does it interfere with any credit towards the next 90-day cycle. This day is to be taken off at the discretion of the officer. Any employee who has a perfect attendance for a fiscal year shall receive one (1) additional personal leave day. The maximum amount that an employee may accumulate shall not exceed five (5) days.

ARTICLE XV
FUNERAL LEAVE

Section 1. Special leave of five (5) working days with pay from the date of death shall be granted employee in the event of death of his/her:

Spouse	Mother
Child	Sister
Father	Brother

Section 2. Special leave of three (3) working days with pay from the date of death shall be granted an employee in the event of death of his/her:

Father-in-law
Mother-in-law
Relative domiciled in employee's household

Section 3. Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of death of his/her:

Grandchild	Niece or Nephew
Grandmother	Grandfather
Aunt	Uncle
Brother-in-law	Sister-in-law

Section 4. Under extenuating circumstances, two (2) additional days with pay may be granted under Sections 1, 2 and 3 above, with the written approval of the Town Manager.

ARTICLE XVI
DISCIPLINARY PROCEDURES AND PRIVILEGES

Section 1. Any employee who has been disciplined or discharged and who is subsequently reinstated by an arbitrator pursuant to the contractual grievance procedure, shall be reinstated in accordance with the terms of the arbitration award.

Section 2. Any member facing departmental charges shall be provided with a written copy of the original complaint not later than three (3) days prior to the date of the hearing.

Section 3. No employee shall be discharged, terminated, suspended, demoted or otherwise disciplined except for just cause. Any employee so disciplined shall have the right as provided in Article VIII, to appeal immediately to Step 3 of the Grievance Procedure.

Section 4. Members under departmental charges shall have and enjoy the right of rescheduling their hearing date upon showing just cause.

Section 5. Employees shall be indemnified by the Town in accordance with Connecticut law for claims related to conduct which arises out of their performance of their assigned duties.

ARTICLE XVII **UNION BUSINESS LEAVE**

Section 1. The three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of contract when such meetings take place at a time during which such members are scheduled to be on duty.

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

Section 3. Officers of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union Business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this Section shall not exceed an aggregate of twelve (12) working days in any fiscal year.

Section 4. The Town Manager upon his/her written approval, may extend the provision of Section 3 by adding no more than three (3) days within any fiscal year.

ARTICLE XVIII **MILITARY LEAVE**

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

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

Section 3. Any employee on military leave who applies for reemployment to the Police Department within 90 days from the date of his/her discharge, which is other than dishonorable, shall be entitled to the position he/she held at the time his/her leave was granted, provided he/she meets the minimum physical requirement of the job in effect at the time of his/her original employment.

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

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

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

Section 7. Military leave shall be granted, not to exceed two (2) weeks, to permanent employees when ordered to serve on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his/her regular police pay and military pay.

Section 8. Leave provided for in Section 7 shall not be charged to the employee's vacation time or sick time.

ARTICLE XIX
HOSPITALIZATION AND INSURANCE

Section 1. The Town of Plainville agrees to offer the following program of hospitalization, surgical, and medical insurance on terms set forth below.

- (a) The Town of Plainville Health Savings Account Plan with a \$2,000/\$4,000 annual deductible with the same terms and benefits as described in Appendix B. The Town shall contribute the following percentage amounts to each eligible employee's HSA account in order to partially fund the annual deductible amount:

- | | | |
|------|--|--------------------------|
| i) | 2017-2018 (retroactive to July 1 st) | 20% of deductible amount |
| ii) | 2018-2019 | 20% of deductible amount |
| iii) | 2019-2020 | 20% of deductible amount |

- (b) Employees shall contribute to medical insurance premium costs as follows:
- (1) Effective and retroactive to July 1, 2017, each employee shall contribute fifteen percent (15%) of the premium cost of the foregoing applicable insurance coverages, by payroll deduction.
 - (2) Effective July 1, 2018, each employee shall contribute sixteen percent (16%) of the premium cost of the foregoing applicable insurance coverages, by payroll deduction.
 - (3) Effective July 1, 2019, each employee shall contribute seventeen percent (17%) of the premium cost of the foregoing applicable insurance coverages, by payroll deduction.

- (4) Any employee who elects benefits which are more costly as compared with the alternative benefit plan available shall be responsible for paying one hundred percent (100%) of the additional cost for the benefits in excess of what the Town would otherwise contribute for such benefits under the less costly plan, taking into consideration any premium equivalent and deductible contributions.

Section 2. Employees shall contribute towards the cost of individual employee Blue Cross Full Service Dental Plan with Rider A dental insurance premiums at the same rate as they contribute towards the cost of employee medical insurance premiums as set forth above, depending upon which plan is selected, as those premium cost shares may change from year to year. Dependent coverage will be made available at the employee's expense.

Section 3. Payments of employee premium contributions will qualify under the Town of Plainville Flexible Benefits Plan (IRS Section 125).

Section 4. A life insurance policy in an amount equal to the base salary, rounded up to the nearest thousand dollars, up to a maximum of \$100,000, is extended to the employee without cost to the employee. Coverage amounts will be reduced in conformance with an ADEA reduction schedule.

Section 5. The Town shall provide and pay for an Accidental Death and Dismemberment policy covering one times (1xs) base salary up to a maximum of \$100,000.

Section 6. The Long-Term Disability benefit will be 66 2/3% of base salary with a maximum benefit of Two Thousand and 00/100 (\$2,000.00) Dollars per month, only for employees who have not achieved fifteen (15) years of service.

Section 7. The Town shall have the right to change any insurance carriers in this Article so long as substantially comparable coverage and benefits are maintained.

Section 8. The Town reserves the right to institute cost containment measures relative to insurance coverage, so long as the level of insurance benefits remain substantially comparable to the insurance coverage in effect immediately prior to such change. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for certain designated surgical procedures, and some or all of the requirement of the managed benefits program.

Section 9. Members of the bargaining unit who are eligible for health insurance coverage may voluntarily elect to waive such coverage. Employees shall receive the following amounts if they are eligible for said coverage at the time of the annual application for the waiver: \$500 for single coverage; \$1,000 for employee plus one; and \$1,500 for family. Beginning July 1, 2018, the waiver amounts shall be \$1,500 for waiver of individual coverage; \$2,000 for waiver of employee plus one coverage; and \$2,500 for waiver of family coverage. If an employee cancels their insurance with the Town after July 1st, the waiver payment will be offset by any H.S.A. contributions made by the Town. If the employee must re-enroll in the Town's insurance, the waiver payment shall be prorated. If the employee leaves employment during the fiscal year in which a waiver payment was received, the waiver payment shall be prorated and the Town shall be reimbursed through the payment the employee receives for unused, accrued paid benefits and if those funds are insufficient any remaining amount shall be offset by the employee's last paycheck with the Town.

Section 10. Retiree Medical Insurance - For any Plainville Police Union member retiring on or after July 1, 2015, the May 4, 1993 Medical Insurance Side Letter Agreement shall not control and such retiree medical insurance benefits shall be controlled exclusively by the terms contained in this provision.

Any retired employee who becomes eligible for Medicare coverage must participate in that program. The Town will provide retired members of the Plainville Police Department, who in retirement, with the exception of the availability of the state exchange through the Affordable Care Act, do not have insurance coverage from another source, with the same single coverage medical insurance benefits that are provided to active employees, as those benefits may change from time to time through negotiation. The retiree's premium contribution shall be fixed at the percentage it was at the time of retirement. The retiree may elect coverage for his/her spouse or other dependents, as defined by the medical insurance carrier, at the Town's group rate, and at the retiree's sole expense. The retiree's contribution shall be payable on the 20th day of preceding month for the following month's coverage. The Town will notify the retiree of any increase in the cost of coverage. If a High Deductible Plan is in effect, the Town shall make a payment to the retiree equal to the Town's deductible contribution that is made to active employees, and on the same schedule as the deductible contribution is made to active employees, and this contribution shall be offset by the retiree's premium contribution.

The Town will notify the retiree of any increase in the cost of coverage.

The Town reserves the right to change medical insurance carriers so long as equal coverage and service is maintained.

In lieu of a retiree's election to continue medical insurance coverage during his/her retirement under paragraph 1, a retiree may elect, at the time of her/her retirement, to receive a

fixed annual payment equal to 50% of the cost of the retiree-only premium determined at the date of retirement. This annual payment will not increase but will remain fixed during the period of retirement. This annual payment will be payable only to the retiree, and shall not be payable to any beneficiary, spouse, or other survivor.

ARTICLE XX **COURT TIME**

Section 1. Employees who may be required to attend Court or meet with Court officials for any purpose during their off duty hours, shall be paid a minimum of four (4) hours at one and one-half (1-1/2x) times their regular rate of pay. If employees are relieved from court duty prior to the end of the four (4) hour period, such employee shall be required to return to duty for the remainder of such period.

Section 2. Employees required to attend any State or Federal Court or hearing conducted by state or federal agencies on their days off or any other previously authorized leave, shall be paid one (1) day's pay at the rate of time and one-half of their regular rates of pay.

Section 3. The Town shall only be required to pay the difference between the hours paid for by the State or Federal Government and the pay prescribed in Section 1 or Section 2 of this Article.

ARTICLE XXI **UNIFORMS AND CLOTHING**

Section 1 Effective July 1, 2017, all members of the Department shall receive a clothing allowance of One Thousand Four Hundred Dollars (\$1,400) per year. Effective July 1, 2018, all members of the Department shall receive a clothing allowance of One Thousand Four

Hundred Fifty Dollars (\$1,450) per year. Effective July 1, 2019, all members of the Department shall receive a clothing allowance of One Thousand Five Hundred Dollars (\$1,500) per year. One half of said allowance shall be paid no later than the last payroll in July and the last payroll in January annually.

In the event that an employee leaves the service of the Town during any six (6) month period without having earned the full clothing allowance benefit already paid out, the Town shall have the right to withhold from the employee's final paycheck or other monies due such employee the pro-rated value of the overpayment for uniforms and clothing.

This provision shall not apply to officers who retire from the Town with twenty (20) or more years of service to the Town.

All employees shall be required to wear soft body armor, or its equivalent that is provided (and paid for) by the Town.

The Town shall provide new members of the Department with appropriate uniforms and clothing upon hire and such uniforms and clothing shall be provided in lieu of any allowance provided for above during the new employee's first full year of employment.

Section 2. Uniforms and clothing for the Canine Control Officer shall be provided through the Quartermaster system administered by the Chief of Police.

ARTICLE XXII **SAVINGS CLAUSE**

Section 1. If any Article or any Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections or portions thereof which shall be valid.

ARTICLE XXIII
SALARIES

Section 1. Effective and retroactive to July 1, 2017, all wages in effect as of June 30, 2017 shall be increased by 2.25%.

Section 2 Effective July 1, 2018, all wages in effect as of June 30, 2018 shall be increased by 1.0%. Effective January 1, 2019, all wages in effect as of December 31, 2018 shall be increased by 1.0%.

Section 3 Effective July 1, 2019, all wages in effect as of June 30, 2019 shall be increased by 1.0%. Effective January 1, 2020, all wages in effect as of December 31, 2019 shall be increased by 1.0%.

Section 4 Payment of Wages. The Town shall pay employees their wages bi-weekly (every two weeks) through electronic direct deposit to a bank account designated by the employee and on file with the Town.

ARTICLE XXIV
PROMOTIONS

Section 1. All promotions shall be by examination. There shall be a written and an oral examination which shall be conducted by an independent testing authority. Scoring will consist of forty-five percent (45%) for the written examination, forty-five percent (45%) for the oral test and ten percent (10%) for seniority. Employees must pass the written examination before being eligible to participate in the oral examination and must pass both examinations before being placed on the eligibility list for promotion. The passing grades for the written examination and for the oral examination shall be stated in the examination announcement. Employees shall take the promotional

examination on a voluntary basis and seniority shall be applied only after a passing grade on the written and oral examination has been obtained. Members shall be entitled to seniority credits on the basis of one point for each full year of service provided, however, that a total of ten (10) points shall represent the maximum seniority points allowed under this Article.

Section 2. The Town Manager shall determine the eligibility requirement for any promotional examination.

Section 3. All promotions shall be made from the rank of the Town of Plainville Police Department, with the exception of the Chief of Police, the Captain, and the Lieutenant and the Canine Control Officer, which position shall be excluded from the promotion Article.

Section 4. Whenever a promotional eligibility list is established, such list shall remain in effect for two (2) years from the date such list was established.

Section 5. The Town shall appoint a Personnel Director and/or his agent, employed in another municipality, to supervise the written and oral examinations. The appointed Personnel Director shall select the oral board from police departments not contiguous to the Town of Plainville.

Section 6. A list of the names of the passing candidates shall be submitted to the Town Council for review.

Section 7. The Town shall choose employees for promotion from among any of the top three (3) highest ranked candidates, consistent with past practice.

Section 8. If an employee is working at the time of the promotional examination, the employee will be permitted to take the promotional examination during his/her scheduled working time and shall not be required to take paid leave time to take said exam. Where an officer is taking the promotional examination at a time when he/she is not scheduled to work, the officer cannot apply for overtime to take the examination.

ARTICLE XXV
GENERAL PROVISIONS

Section 1. The Police Department will continue to furnish officers with such equipment as it has customarily furnished in the past, and wherever possible furnish such additional equipment that will promote the efficient performance of their duties.

Section 2. Any and all property of an employee damaged, stolen or destroyed in the line of duty, if such was reasonably secured shall be repaired or replaced by the Town.

Section 3. The Town shall assume full responsibility for any policeman sued for alleged false arrest and/or abuse of power and shall furnish the services of the Town Counsel and his/her staff to act in his/her behalf. If the Town and the Union mutually agree that it is in the best interest of both parties to engage another attorney other than the Town Counsel, such counsel shall be hired and paid for by the Town.

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

Section 5. The Town shall designate one bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities.

Section 6. Any employee who has not taken all of his/her vacation leave or holiday leave during the fiscal year, shall, at the employee's request, receive a lump sum of money equal to one (1) days' pay for each day of vacation leave or holiday leave not taken, up to a maximum of five (5) days per year. The Town Manager can approve payments for days beyond the five (5) days, but such decision shall be at the Town Manager's discretion and shall not be subject to the grievance procedure. Such request for holiday leave shall be made not later than June 1st and the payment shall

be made in the last pay period of the fiscal year and shall be paid in a separate check. . Such request for payment of vacation leave shall be submitted no later than thirty (30) days prior to the employee's anniversary date and payment shall be made within fifteen (15) days of the employee's anniversary date and shall be paid in a separate check.

Section 7. Employees shall be allowed two, fifteen (15) minute coffee breaks during each eight (8) hour tour of duty.

Section 8. All employees required to work on Easter, July 4th, Thanksgiving, Christmas and New Year's Day shall be allowed a one (1) hour lunch period.

Section 9. In the event an employee is killed in the line of duty, the Town shall continue to provide to the deceased employee's dependents the same health insurance benefits that are offered to active employees, as those health insurance benefits may change from time to time through negotiations, with the Town paying the full cost of providing insurance coverage, exclusive of co-pays, until each dependent reaches the age of eighteen (18) years or the spouse remarries.

Section 10. The Town will reimburse all funeral and related expenses for any police officer killed in the line of duty not to exceed the sum of \$10,000.

Section 11. The Town will indemnify and defend any police officer in any action involving emergency treatment or care occurring during the official performance of that officer's duties.

Section 12. As a condition of employment, employees hired after July 1, 1988 shall be nonsmokers and shall remain non-smokers for the duration of their employment. The Canine Control Officer on duty on July 1, 1990 shall not be subject to this section, but shall be subject to any other policy or practice within the Department regarding smoking. Failure to do so will be grounds for progressive discipline as follows:

First Infraction	-	Verbal reprimand
Second Infraction	-	Written reprimand
Third Infraction	-	One Day Suspension
Fourth Infraction	-	Five Day Suspension
Fifth Infraction	-	Ten Day Suspension
Sixth Infraction	-	Termination

Section 13. Officers shall receive \$20.00 per day meal allowance when attending training outside of the Town of Plainville.

Section 14. Mileage reimbursement for use of personal vehicles, when authorized by the department, shall be the prevailing IRS rate.

ARTICLE XXVI

SUBSTANCE ABUSE TESTING

Section 1. The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all sworn employees and to protect the public;
- B. To insure the reputation of the Town of Plainville Police Department and its police officers as good, responsible citizens worthy of the public trust;
- C. To reduce the incidents of accidental injury to person or property;
- D. To reduce absenteeism, tardiness and indifferent job performances; and
- E. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

Section 2. Definitions

- A. Alcohol or alcoholic beverage - means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.

C. Prescribed drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.

D. Illegal drug - means any drug or controlled substance, the sale, possession or consumption of which is illegal.

E. Supervisor - means any officer with the rank of Sergeant or above who is the employee's immediate supervisor or a supervisor in the employee's chain of command, or the Chief of Police or his designee.

F. Abuse of a legally prescribed drug - means use of a prescribed drug to the employee when a valid prescription is not in effect.

Section 3. Basis for testing

A. Random drug testing- The Chief of Police shall determine the number of employees to be randomly tested on an annual basis and it shall not exceed 50% of the number of employees in the bargaining unit. This does not mean that 50% of the bargaining unit members will actually be tested, but rather the total number of random tests that shall occur shall equal 50% of the total number of employees in the bargaining unit. An independent testing agency shall select employees to be tested by a computer generated process (such as by driver's license numbers or some other method where the identity of the bargaining unit member remains anonymous) and shall occur not more than four times per year.

B. Reasonable suspicion testing - an employee may be required to undergo testing based on "reasonable suspicion". Reasonable suspicion shall mean when objective facts and observations are brought to the attention of a supervisor, based on the reliability and weight of such information, such that the supervisor can reasonably infer that, or suspect that, the employee is using illegal drugs, is abusing prescribed drugs, or is reporting for duty (or on duty) under the influence of alcohol or drugs. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: the appearance, speech, behavior, body odors, of the employee; reports and observations of the employee's drug related activities, such as purchase, sale or possession of illegal drugs; knowingly associating with known illegal drug dealers or users (exception for immediate family members); observation of the employee at known illegal drug or suspected illegal drug related locations; an otherwise unexplained change in the employee's behavior or work performance; an observed impairment of the employee's ability to perform his or her duties.

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

Section 4. Testing procedures

Time spent by an employee undergoing tests required by this Agreement shall be compensated at his/her regularly hourly rate of pay for time spent in test, except for required testing as part of rehabilitation, which shall be performed either on the employee's own time or by using accumulated sick and vacation leave. If an employee is on vacation, holiday, sick leave or any other day off and they are selected for random testing, another name will be selected. Testing shall be performed by a licensed laboratory. Testing will be done with due regard for chain of custody and for the employee's right to

privacy, subject to standard testing protocols to insure a valid sample. An employee shall have the right and shall not be denied the right to Union representation provided that such representation does not otherwise interfere with and/or unreasonably delay the testing during any part of these testing procedures.

Testing for alcohol shall be by breathalyzer and/or intoxilyzer. If positive, there shall be a re-confirmed test after fifteen (15) minutes. The Town reserves the right to only test for alcohol by urine testing instead of breathalyzer and/or intoxilyzer. Testing for drugs shall be by urine testing.

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty-eight (48) hours of receiving notification of such result, submit in writing to the Chief of Police that the second part of the sample be made available for re-testing at a licensed laboratory in such a manner as to insure the proper chain of custody. The second test performed at the employees' request, shall be at the employee's expense. If the second test is negative, the positive test shall be null and void, the test shall be reported as negative and the Town shall reimburse the employee for the cost of the second test and any loss of pay due to suspension. A negative dilute shall be subject to retest and if the second test is negative the test shall be reported as negative.

Section 5. Interference with or refusal to submit to testing

Any alteration, switching, substituting or tampering with a sample or test given under this policy by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include discharge. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this policy, or to cooperate in providing information to the testing agency needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include discharge.

Section 6. Rehabilitation

The opportunity for rehabilitation (exempting an employee from the disciplinary action found in section 7 below) shall be granted once for any employee who:

- A. Voluntarily admits to alcohol or abuse of a legally prescribed drug prior to testing, or
- B. Tests positive for alcohol or abuse of legally prescribed drugs for the first time.

The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent that it is not covered by the employee's health insurance. If it is determined that the employee poses a safety concern, the employee will be referred to EAP. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs and/or alcohol for a period of 36 months (up to 48 months if recommended by the Substance Abuse Professional) after his return to duty. The frequency of this testing will be at the discretion of the Chief of Police. This testing is in addition to random testing which the employee will continue to be subject to. If after screening, the employee tests positive, he will immediately be suspended without pay and will be terminated from employment.

Nothing in this policy shall preclude disciplinary action against an employee who is under criminal investigation for drug/alcohol related misconduct.

Section 7. Consequences of a positive test-the consequence of a positive test shall be as follows:

- A. For use of an illegal drug – at least 30 days unpaid suspension and the possibility of discharge.
- B. For use of a drug prescribed to someone other than the employee – Up to a 30 day unpaid suspension and compliance with all prescribed rehabilitation; subsequent offense - 60 day suspension without pay up to discharge.
- C. For abuse of a legally prescribed drug to the employee - first offense - Up to a 15 day unpaid suspension and compliance with all prescribed rehabilitation. Subsequent offense - 60 day suspension without pay up to discharge. If there is no subsequent offense in five (5) years following the offense, any offense thereafter is considered a new offense.
- D. For alcohol (at the level of .04 or greater) - first offense - Up to a 15 day unpaid suspension and compliance with all prescribed rehabilitation. Subsequent offense - 60 day suspension without pay up to discharge. If there is no subsequent offense in five (5) years following the offense, any offense thereafter is considered a new offense.

Section 8. The drug testing thresholds are described on the next page.

DRUG CLASS	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL	CONFIRMATION METHOD
AMPHETAMINES	500 ng/mL		
Amphetamine		250 ng/mL	MS
Methamphetamine		250 ng/mL	MS
BARBITURATES	300 ng/mL		
Amobarbital		200 ng/mL	MS
Butalbital		200 ng/mL	MS
Pentobarbital		200 ng/mL	MS
Phenobarbital		200 ng/mL	MS
Secobarbital		200 ng/mL	MS
BENZODIAZEPINES	300 ng/mL		
Alprazolam Metabolite		200 ng/mL	MS
Oxazepam		200 ng/mL	MS
COCAINE METABOLITES	150 ng/mL	100 ng/mL	MS
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL	MS
METHADONE	300 ng/mL	200 ng/mL	MS
METHAQUALONE	300 ng/mL	200 ng/mL	MS
MDA-ANALOGUES	500 ng/mL		
MDA		250 ng/mL	MS
MDMA		250 ng/mL	MS
MDEA		250 ng/mL	MS
OPIATES	2000 ng/mL		
Codeine		2000 ng/mL	MS
Morphine		2000 ng/mL	MS
OPIATES (SEMI-SYNTHETIC)	300 ng/mL		
Hydromorphone		300 ng/mL	MS
Hydrocodone		300 ng/mL	MS
OXYCODONES	100 ng/mL		
Oxymorphone		100 ng/mL	MS
Oxycodone		100 ng/mL	MS
PHENCYCLIDINE	25 ng/mL	25 ng/mL	MS
PROPOXYPHENE	300 ng/mL	200 ng/mL	MS

ARTICLE XXVII EDUCATION INCENTIVES

Section 1 Each employee, with the exception of Canine Control Officer, who attends an accredited college to advance his/her efficiency as a police officer by taking job related courses, and receiving a grade of "C" or better, shall be reimbursed 100% of the cost of textbooks and tuition

upon presentation of receipts and transcripts for them, not to exceed \$2,000 per employee per contract year.

Section 2 Each employee, with the exception of Canine Control Officer, who holds an Associate's degree from an accredited college shall be paid an annual stipend of \$1,000.00. Each employee who holds a Bachelor's degree from an accredited college shall be paid an annual stipend of \$1,500.00. These stipends shall be paid by the last payroll in July of each contract year.

ARTICLE XXVIII **PENSIONS**

Section 1. The Pension Agreement between the Town of Plainville and the Union which was adopted on December 21, 1970 and amended and restated as of August 21, 2000, shall become part of this contract. The Canine Control Officer shall be a member of the Pension Agreement as of July 1, 1990, and shall be a new employee as of that date for purposes of the Agreement.

ARTICLE XXIX **DURATION**

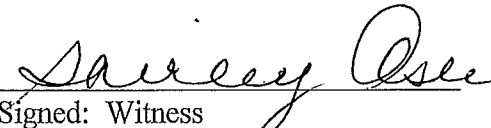
Section 1. Except as otherwise provided herein, this agreement shall be effective upon signing and it shall remain in effect through June 30, 2020.

[signatures on next page]

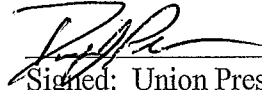
IN WITNESS WHEREOF, the parties have caused their names to be signed on this 9TH day
of MARCH, 2018.

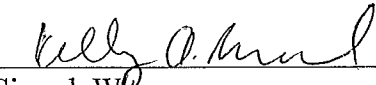
FOR THE TOWN OF PLAINVILLE


Signed: Town Manager


Signed: Witness

**FOR LOCAL 1706, COUNCIL 4
AFSCME (POLICE)**


Signed: Union President


Signed: Witness

ARTICLE XXX
WAGE & SALARY PLAN
CONTRACT PERIOD JULY 1, 2017 - JUNE 30, 2020

Section 1: Effective and retroactive to **July 1, 2017**, a TWO AND A QUARTER PERCENT (2.25%) increase:

Job Title	Start	1 Year	2 Years	3 Years or more
Animal Control	52,391	54,483	56,661	58,929
Patrolman	58,911	65,682	69,415	77,620
Corporal	79,461			
Sergeant	82,483	85,465		
Lieutenant	98,352			

During 2017 - 2018, all eligible employees shall advance a step on the salary schedule.

Section 2a: Effective **July 1, 2018**, a ONE PERCENT (1.00%) increase:

Job Title	Start	1 Year	2 Years	3 Years or more
Animal Control	52,915	55,028	57,227	59,518
Patrolman	59,500	66,339	70,110	78,396
Corporal	80,255			
Sergeant	83,308	86,319		
Lieutenant	99,336			

Section 2b: Effective **January 1, 2019**, a ONE PERCENT (1.00%) increase:

Job Title	Start	1 Year	2 Years	3 Years or more
Animal Control	53,444	55,578	57,800	60,113
Patrolman	60,095	67,003	70,811	79,180
Corporal	81,058			
Sergeant	84,141	87,182		
Lieutenant	100,329			

During 2018 - 2019, all eligible employees shall advance a step on the salary schedule.

Section 3a: Effective **July 1, 2019**, a ONE PERCENT (1.00%) increase:

Job Title	Start	1 Year	2 Years	3 Years or more
Animal Control	53,978	56,134	58,378	60,714
Patrolman	60,696	67,673	71,519	79,972
Corporal	81,868			
Sergeant	84,982	88,054		
Lieutenant	101,332			

Section 3b: Effective **January 1, 2020**, a ONE PERCENT (1.00%) increase:

Job Title	Start	1 Year	2 Years	3 Years or more
Animal Control	54,518	56,695	58,961	61,321
Patrolman	61,303	68,349	72,234	80,772
Corporal	82,687			
Sergeant	85,832	88,935		
Lieutenant	102,346			

During 2019 - 2020, all eligible employees shall advance a step on the salary schedule.

APPENDIX A

PATROLMAN

	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>
1 st Week	B-Off	A-Off	A-Off	C-Off	C-Off	B-Off	B-Off
2 nd Week	A-Off	A-Off	C-Off	C-Off	B-Off	B-Off	A-Off
3 rd Week	A-Off	C-Off	C-Off	B-Off	B-Off	A-Off	A-Off
4 th Week	C-Off	C-Off	B-Off	B-Off	A-Off	A-Off	C-Off
5 th Week	C-Off	B-Off	B-Off	A-Off	A-Off	C-Off	C-Off
6 th Week	B-Off	B-Off	A-Off	A-Off	C-Off	C-Off	B-Off

SERGEANTS

D-Sgt. 8:00 A.M. - 4:00 P.M.

E-Sgt. 4:00 P.M. - 12:00 A.M.

F-Sgt. 12:00 A.M. - 8:00 P.M.

	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>
1 st Week	E-Off	E-Off	F-Off	F-Off	D-Off	D-Off	E-Off
2 nd Week	E-Off	F-Off	F-Off	D-Off	D-Off	E-Off	E-Off
3 rd Week	F-Off	F-Off	D-Off	D-Off	E-Off	E-Off	F-Off
4 th Week	FC-Off	D-Off	D-Off	E-Off	E-Off	F-Off	F-Off
5 th Week	D-Off	D-Off	E-Off	E-Off	F-Off	F-Off	D-Off
6 th Week	D-Off	E-Off	E-Off	F-Off	F-Off	D-Off	D-Off

JUMP SHIFT - SERGEANT

	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>
1 st Week	4:00- 12:00	4:00- 12:00	12:00- 8:00	12:00- 8:00	Off	Off	4:00- 12:00
2 nd Week	4:00- 12:00	12:00- 8:00	12:00- 8:00	Off	Off	4:00- 12:00	4:00- 12:00
3 rd Week	12:00- 8:00	12:00- 8:00	Off	Off	4:00- 12:00	4:00- 12:00	12:00- 8:00
4 th Week	12:00- 8:00	Off	Off	4:00- 12:00	4:00- 12:00	12:00- 8:00	12:00- 8:00
5 th Week	Off	Off	4:00- 12:00	4:00- 12:00	12:00- 8:00	12:00- 8:00	Off
6 th Week	Off	4:00- 12:00	4:00- 12:00	12:00- 8:00	12:00- 8:00	12:00- 8:00	Off

TRAFFIC SERGEANT

	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>
1 st Week	Off	Off	Off	Traf	8:00- 4:00	8:00- 4:00	Traf
2 nd Week	Off	Off	Off	8:00- 4:00	8:00- 4:00	Traf	Traf
3 rd Week	Off	Off	8:00- 4:00	8:00- 4:00	Traf	Traf	Traf
4 th Week	Traf	8:00- 4:00	8:00- 4:00	Off	Off	Traf	Traf
5 th Week	8:00- 4:00	8:00- 4:00	Off	Off	Traf	Traf	8:00- 4:00
6 th Week	8:00- 4:00	Off	Off	Traf	Traf	8:00- 4:00	8:00- 4:00

SWING SHIFT

	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>
1 st Week	7-3	Off	Off	Off	7-3	7-3	7-3
2 nd Week	7-3	7-3	Off	Off	7-3	7-3	7-3
3 rd Week	7-3	7-3	Off	Off	7-3	7-3	7-3
4 th Week	7-3	Off	Off	Off	7-3	7-3	7-3
5 th Week	7-3	7-3	Off	Off	7-3	7-3	7-3
6 th Week	7-3	7-3	Off	Off	7-3	7-3	7-3

APPENDIX B HSA PLAN

Town of Plainville Health Savings Account

BENEFIT	Anthem Blue Cross and Blue Shield Century Preferred
COST SHARES	
	<p style="text-align: center;">In-Network services and Out-of-Network services subject to deductible and coinsurance. No Referrals Required</p> <p style="text-align: center;">Deductible: \$1,500 Individual, \$3,000 Two or More for 2014-15 Deductible: \$2,000 Individual, \$4,000 Two or More for 2015-16 and beyond In Network Coinsurance 100% Out-of-pocket Maximum \$1,500 Individual, \$3,000 Two or More Lifetime Maximum In-Network - Unlimited</p> <p style="text-align: center;">Out-of-Network Benefits Coinsurance 80% / 20% Out-of-pocket Maximum \$3,000 Individual, \$6,000 Two or More Lifetime Maximum Out-of-Network - \$1,000,000</p> <p style="text-align: center;">Only In-Network Benefits Illustrated Below</p>
PREVENTIVE CARE	
Pediatric	<p style="text-align: center;">Covered 100% - No Deductible Well Baby and Well Child Preventive Care Screening Testing Immunizations</p>
Adult	<p style="text-align: center;">Covered 100% - No Deductible Preventive Care Screening Tests Immunizations</p>
Vision	<p style="text-align: center;">Covered 100% - No Deductible</p>
Hearing	<p style="text-align: center;">Covered 100% - No Deductible</p>
Routine Gynecological	<p style="text-align: center;">Covered 100% - No Deductible</p>

MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	
Note: All hospital admissions require pre-cert	
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year Add'l coverage after 100 days subject to OON deductible/coinsurance

Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	100% after deductible

This Benefit Comparison does not constitute your health plan or insurance policy.

It is only a general description of the plans.

Please refer to your plan documents for exclusions and limitations under the plan.

APPENDIX C
TOWN OF PLAINVILLE
RETIREMENT PLAN FOR POLICE OFFICERS
Re: Disability Benefits

SIDE LETTER TO
TOWN OF PLAINVILLE
RETIREMENT PLAN FOR POLICE OFFICERS

Re: Disability Benefits

1. Definitions:

- a. On the Job Disability: On the Job Disability occurs when an employee is permanently disabled by any injury sustained from the actual performance of his/her duties as a member of the Plainville Police Department and when the disability is such as to preclude him/her from performing the required duties of a member of the Plainville Police Department.
- b. Off the Job Disability: Off the Job Disability occurs when an employee is permanently disabled by any injury suffered other than as a result of actual performance of his/her duties as a member of the Plainville Police Department and when the disability is such to preclude him/her from performing the required duties of a member of the Plainville Police Department.
- c. Eligibility - On the Job: An employee is eligible for on the job disability coverage upon beginning employment as a full-time member of the Plainville Police Department.
- d. Eligibility - Off the Job: An employee is eligible for off the job disability coverage upon reaching the date of the 15th anniversary of his/her appointment as a full-time member of the Plainville

Police Department.

- e. Retirement Commission: The Retirement Commission shall consist of a 3-member panel including one member designated by the Town, one member designated by the Union, and one member agreed upon jointly by the Town and Union. The members of the Retirement Commission shall serve a ten-year term and vacancies shall be filled for the unexpired portion of the term in the manner described above in this section.
2. Determination of Disability: An employee's disability as defined above shall be determined by the Retirement Commission. To that end, the employee shall be examined by two physicians -- one selected by the employee and one by the Town. The majority vote of the Commission shall be final and binding as to the determination of disability. The Commission may, in its discretion, choose a third physician to examine the employee. The date of disability shall be that date when the Commission determines by vote that the employee is disabled.
3. Participant's Responsibility Prior to Commission's Determination: An employee who is seeking a determination of disability by the Commission shall not perform any work for compensation until such time as the Commission has rendered a decision upon his/her disability request. Any work performed in violation of this Article shall result in the employee being

ineligible for a disability pension. The Commission shall render a decision within 120 days of the date of submission of the claim and all required documentation.

4. Amount of On the Job Disability Benefit: Upon the determination of an employee's eligibility for on the job disability benefits by the Commission, he/she shall receive yearly disability benefits equal in amount to $66\frac{2}{3}\%$ of his/her basic annual rate of pay as shown in the collective bargaining contract then in effect less any payments from Workers' Compensation, the Town's Long-Term Disability Insurance Contract, Social Security, or from the Town or its insurer for police personnel heart disease or hypertension disability under Section 7-433c of the Connecticut General Statutes, Revision of 1958, as Amended. Such on the job disability benefits shall be payable monthly commencing on the first of the month following the determination of such disability. Nothing in this section shall contravene section 7-433c of the Connecticut General Statutes, Revision of 1958, As Amended; Workers' Compensation; the Town's Long-Term Disability Insurance Contract; or Social Security.

The disability benefit received under this section is intended to bring total compensation up to $66\frac{2}{3}\%$ of annual base pay. If an employee is receiving benefits from any of the other programs mentioned above, and if those benefits equal or exceed $66\frac{2}{3}\%$ of the employee's

annual base pay, the employee will not be eligible for disability benefits under this section. If an employee is receiving benefits from any of the programs mentioned above, in an amount less than $66\frac{2}{3}$ of his/her annual base pay, the employee is eligible for that amount of disability payments which will bring the disabled employee's total compensation to $66\frac{2}{3}\%$ of his/her annual base pay.

5. Amount of Off the Job Disability Benefit: Upon the determination of an employee's eligibility for off the job disability benefits by the Commission, he/she shall receive yearly benefits equal in amount to 50% of his/her basic annual rate of pay as shown in the collective bargaining contract then in effect less any payments from Workers' Compensation, the Town's Long-Term Disability Insurance Contract, Social Security, or from the Town or its insurer for police personnel heart disease or hypertension disability under Section 7-433c of the Connecticut General Statutes, 1958 Revision, as Amended. Such off the job disability benefits shall be payable monthly commencing on the first of the month following the determination of such disability.

The disability benefit received under this section is intended to bring total compensation up to 50% of annual base pay. If an employee is receiving benefits from any of the other programs mentioned above, and if those benefits equal or exceed 50% of the employee's

annual base pay, the employee will not be eligible for disability benefits under this section. If an employee is receiving benefits from any of the programs mentioned above, in an amount less than 50% of his/her annual base pay, the employee is eligible for that amount of disability payments which will bring the disabled employee's total compensation to 50% of his/her annual base pay.

6. Limitation of Benefits: In no event shall payments for on or off the job disabilities, plus any wages earned by the employee from any other job exceed 100% of the employee's base rate of pay at the time that the Retirement Commission determined such disability.
7. Cessation of Benefits: Upon the eligible employee's attainment of his/her normal retirement date, disability benefits will immediately cease and retirement annuity payments will begin based upon years of service credited up to the date of disability determination. In no event, however, will the retirement annuity payments received be less than the amount the employee was receiving as disability benefits under this side letter.
8. Continuation of Disability Benefits: Any employee who receives disability payments under this side letter shall be required to file with the Commission, on an annual basis, a (1040-1040A) U.S. Internal Revenue Service form in order to continue to receive benefits. In addition, at the Town's expense, he/she may be

required to submit a medical evaluation by a physician as determined by the Commission for purposes of determining his/her continuing eligibility for disability payments.

9. Source of Payments: Disability benefits may be paid by the Town from the General Fund, directly from the pension fund or from any other source at the sole discretion of the Town.

FOR THE TOWN OF PLAINVILLE,

PLAINVILLE POLICE UNION, LOCAL
1706, CO. 15, AFSCME, AFL-CIO,

J. M. B. T. 5-4-93
Town Manager

Paul E. Samahan 5-4-93
President

Thompson D. Lenoock 5/4/93
Witness

Co. 15 Representative