

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF PLAINVILLE

and

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

July 1, 2023 – June 30, 2026

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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 Animal Control Officer, exclusive of the Chief and the Captain.

ARTICLE II **DUES DEDUCTION**

Section 1. Union Membership is voluntary and is not a condition of employment. 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 the member is not paid, and such member returns to active duty, it shall be the responsibility of the Town to reactivate the deduction of their 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 **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 Animal 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 IV **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 V **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 VI **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 Animal Control Officer shall have seniority rights based on their date of hire with the municipality only within the classification of Animal Control Officer. The full time

Animal 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 Animal 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 VI.

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 VII
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 or designee, within twenty-one (21) calendar days of the date of occurrence. The Chief or designee shall attempt to adjust the matter and submit their decision in writing to the aggrieved employee and their representative, if represented, within twenty-one (21) 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 their representative, to the Town Manager within twenty-one (21) calendar days of the Chief's, or Chief's designee's decision. The Town Manager shall attempt to adjust the matter and submit their decision in writing to the aggrieved employee and the employee's representative within twenty-one (21) 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 and file the notice of appeal with the State Board of Mediation and Arbitration within twenty-one (21) calendar days after receipt of the decision. The State Board of Mediation and Arbitration 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 parties. Each party shall be responsible for paying their own filing fee. 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 VIII **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.

Section 2. A work cycle shall consist of four (4) calendar months. Unless an emergency arises, the Department shall maintain three (3) such work shifts with each of such shifts encompassing the following hours and designated in the following manner:

- (a) 12:00 midnight to 8:00 a.m.
- (b) 8:00 a.m. to 4:00 p.m.
- (c) 4:00 p.m. to 12:00 midnight.

Section 3. 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 4. Patrol Division employees shall be required to work only the hours of the work shift to which they are assigned for each four (4) calendar month cycle. Personnel who may be assigned to another division or promoted shall be an exception to this Section.

Section 5a. 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.

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

Section 5c. 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 the Chief 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 5 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 their four (4) calendar month work cycle, they shall not be transferred or assigned to any other work cycle other than the work cycle which would have normally been assigned to them unless the Union, employee and Police Chief agree, in writing, to change the work schedule.

Section 9. Employees shall bid their shifts by seniority. Such bid shall be for a four (4) calendar month 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 four (4) calendar months, thereafter the employee shall again revert to bidding their shift by seniority.

ARTICLE IX
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 VIII, Section 2a) shall be paid not less than a full day's pay at the rate of time and one-half with the exception of the Animal 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, the employee shall be paid not less than four (4) hours at the rate of time and one-half.

Section 3b. When the Animal 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, the employee 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 patrol officers, 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 officers 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 the employee 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 11a. Commencing each July 1st, employees attending training while on overtime shall receive compensatory time for the first twenty-four (24) hours they are in training, in lieu of overtime payment. Compensatory time is paid at 1.5 hours for each one (1) hour in training.

Section 11b. Employees shall have the option of taking compensatory time as payment for any training throughout the year. Employees' compensatory time shall be entered and managed through the Department's scheduling program. Employees are allowed to carry over a maximum of forty (40) hours of compensatory time from one fiscal year to the next. Compensatory time can only be used to take time off when it does not cause overtime and can be used in one (1) hour blocks of time. When an employee retires, they will be paid out in cash for any compensatory time left in their bank.

Section 12. Officers shall receive \$20.00 per day meal allowance when attending training outside of the Town of Plainville.

ARTICLE X **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 the employee has obtained P.O.S.T.C. Certification. The Animal 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 (Sergeant) 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 (Sergeant) 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 (Sergeant) rate. This rate shall not apply to those special or extra duty assignments addressed in Section 9.

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 Sergeant 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 lieutenant 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 patrol officer on any day of the week. This shall not apply to construction jobs that are contracted to outside companies by any Board, Commission, Department, Agency or Division of the Town Government. The construction jobs that are contracted to outside companies shall follow pay rates and procedural language set forth in Section 3 of this Article.

ARTICLE XI **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) their 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) their regular rate:

Thanksgiving Day Christmas Day Easter Sunday

Section 6. 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 7. Any employee who has not taken all of their 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 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.

ARTICLE XII **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) year's service

After six (6) months service, an employee may use five (5) vacation days out of the ten (10) days which the employee shall earn upon the completion of their 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 the Chief's 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 or resigned through disability shall be paid the total of their 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.

Section 8a. Each officer working the patrol schedule shall be given a bank of nine (9) preference days commencing each July 1st. School Resource Officers assigned to patrol shall be given a bank of two (2) preference days. Preference days cannot be carried over to the next fiscal year.

Section 8b. With the exception of four (4) or more consecutive vacation days, holidays or personal days, Preference Days shall be used whenever an officer wants to use a vacation day(s), holiday(s) or personal day(s) when that day off will cause overtime. (An overtime situation arises when the shift strength falls below one (1) sergeant and/or three (3) patrol officers). Any day off taken as a Preference Day cannot be denied. Preference Days shall be entered and managed through the Department's scheduling program.

Section 8c. The following holidays are exempt from the Preference Day rules. Employees wishing to take a day off on one of the following days will not have to use a Preference Day but will not be able to get the day off unless another employee voluntarily works the shift: Fourth of July, Thanksgiving Day, Christmas Eve, Christmas Day, Easter Sunday and Memorial Day.

Section 9. Newly hired Certified Police Officers shall begin employment with a bank of ten (10) vacation days. All other specifications under this Article shall apply.

Section 10. Any employee who has not taken all of their vacation 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 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 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.

ARTICLE XIII **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 the employee's 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 the employee 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 their 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 the employee 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. Newly hired Certified Police Officers shall begin employment with a bank of five (5) sick days. Newly hired Certified Police Officers shall accrue sick time pursuant to Section 3(b) above, however, they are permitted to exceed fifteen (15) sick days accumulated during the first twelve (12) months of employment. All other specifications under this Article shall apply.

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.
- (b) Notwithstanding the foregoing language of Section 4(a), all unused sick leave of any employee hired after March 8, 2002 during their continuous employment, may be accumulated up to a maximum benefit of two hundred (200) days.
- (c) No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of their 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 Animal 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 Animal 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 their 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 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 revolving year and notifies the personnel office or designee within thirty (30) days of such, shall receive one (1) additional personal leave day. The maximum amount that an employee may accumulate shall not exceed five (5) days.

ARTICLE XIV
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 the employee's:

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 the employee's:

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 the employee's:

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 XV
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 VII, 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 XVI **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 written approval, may extend the provision of Section 3 by adding no more than three (3) days within any fiscal year.

ARTICLE XVII
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 the employee's discharge, which is other than dishonorable, shall be entitled to the position the employee held at the time their leave was granted, provided the employee meets the minimum physical requirement of the job in effect at the time of their 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 the employee's 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 XVIII
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 only medical insurance plan offering shall be the State of Connecticut Partnership 2.0 Plan (“SPP”), including any subsequent amendments or modifications made to the SPP by the State and its employee representatives, or one that is comparable in accordance with the contract terms. The premium rate, terms and administration of the SPP shall be as established by the SPP and any changes to those shall be applicable to all bargaining unit employees.

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

(b) Employees shall contribute to medical insurance premium costs as follows:

- (1) Effective July 1, 2023, each employee shall contribute nineteen and one-half percent (19.5%) of the premium cost of the foregoing applicable insurance coverages, by payroll deduction.

- (2) Effective July 1, 2024, each employee shall contribute twenty percent (20%) of the premium cost of the foregoing applicable insurance coverages, by payroll deduction.
- (3) Effective July 1, 2025, each employee shall contribute twenty percent (20%) of the premium cost of the foregoing applicable insurance coverages, by payroll deduction.

Employees shall contribute towards the cost of individual employee Delta Dental Plan dental insurance premiums at the same rate as they contribute towards the cost of employee medical insurance premiums as set forth above, as those premium cost shares may change from year to year. Dependent coverage will be made available at the employee's expense.

Employees shall have the opportunity to enroll in the vision care benefits offered through EyeMed, and contribute towards the cost at the same rate as they contribute towards cost of employee medical insurance premiums as set forth above, as those premium cost shares may change from year to year.

Should alternative health insurance become available through the State of Connecticut, the Federal government, or a similar pooling concept which would provide substantially comparable coverage in terms of level of benefits, number of providers, and at a lower cost to the Town and employees, then at the request of either the Town or the Union the parties shall meet to discuss possible inclusion into such a plan. Such a discussion shall not constitute a contract reopener under the Municipal Employee Relations Act ("MERA").

Section 2. Payments of employee premium contributions will qualify under the Town of Plainville Flexible Benefits Plan (IRS Section 125).

Section 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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: \$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 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. An employee who opts out for the first time on or after July 1, 2023 shall not be entitled to this payment if by waiving the insurance the employee is still covered under health insurance provided by either the Town of Plainville or the Plainville Board of Education.

Section 9. 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 the retiree's 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 their retirement under paragraph 1, a retiree may elect, at the time of their 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. This payment shall not be available where the employee accepts another position with the Town of Plainville or Plainville Board of Education where insurance is available to the individual. Once the employee is no longer an employee of either Town of Plainville or the Plainville Board of Education, the employee shall become eligible for this payment.

Section 10. In the event an officer is killed in the line of duty with the Town of Plainville, their spouse and any eligible dependents will receive continued medical insurance coverage for up to a maximum of five (5) years following the officer's death on the following terms: (1) The medical insurance coverage shall be that which is offered to active employees as that coverage may change from time to time through negotiation with the Union; (2) The widowed spouse shall pay the same premium contribution percentage that was in effect when the officer died and such contribution shall remain unchanged for as long as the widow remains on the Town's insurance; (3) Dependents coverage shall terminate either in accordance with law, currently on the last day of the month in which the dependent reaches twenty six (26) years of age or after five (5) years following the

officer's death, whichever is earlier; and (4) The widowed spouse's coverage shall terminate if the widowed spouse remarries, becomes covered under any other health benefit plan, premium contributions are not paid in a timely manner or the individual becomes entitled to Medicare. Killed in the line of duty is defined as the death of an active-duty officer by felonious or accidental means during the course of performing police functions while on duty.

In the event an officer dies while employed by the Town, but not in the line of duty, their spouse and any eligible dependents will receive continued medical insurance coverage for up to a maximum of one (1) year following the officer's death on the same conditions as that described for an officer who dies in the line of duty.

ARTICLE XIX **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 XX
UNIFORMS AND CLOTHING

Section 1 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 Animal Control Officer shall be provided through the Quartermaster system administered by the Chief of Police.

ARTICLE XXI
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 XXII **SALARIES**

Section 1. Effective July 1, 2023, all wages in effect as of June 30, 2023 shall be increased by 3.0%.

Section 2 Effective July 1, 2024, all wages in effect as of June 30, 2024 shall be increased by 3.0%.

Section 3 Effective July 1, 2025, all wages in effect as of June 30, 2025 shall be increased by 3.0%.

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.

Section 5 The starting salary for a newly hired Certified Police Officer with less than three (3) years of previous law enforcement job experience shall be the salary listed in the Appendix as "1 YEAR". The starting salary for a newly hired Certified Police Officer with more than three (3) years of previous law enforcement job experience shall be the salary listed in the Appendix as "2 YEARS" 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 XXIII **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 (10) points for seniority. Seniority will be calculated at a rate of ½ point per year with a maximum of ten (10) points awarded. 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-half 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 and the Captain and the Animal 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 promotional test vendor, in consultation with the Chief of Police, shall select the oral board participants from police departments not contiguous to the Town of Plainville. The Town of Plainville Human Resources Director or their designee shall physically monitor the written and oral examinations.

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 the employee's 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 the officer is not scheduled to work, the officer cannot apply for overtime to take the examination.

ARTICLE XXIV
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 officer sued for alleged false arrest and/or abuse of power and shall furnish the services of the Town Counsel and their staff to act in the officer's 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 the employee 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. Employees shall be allowed two, fifteen (15) minute coffee breaks during each eight (8) hour tour of duty.

Section 7. 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 8. 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 9. As a condition of employment, employees shall be nonsmokers and shall remain non-smokers for the duration of their employment. The Animal 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 10. Mileage reimbursement for use of personal vehicles, when authorized by the department, shall be the prevailing IRS rate.

ARTICLE XXV **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 the employee's 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 XXVI
EDUCATION INCENTIVES

Section 1 Each employee, with the exception of Animal Control Officer, who attends an accredited college to advance their 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 Animal 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 XXVII
PENSIONS

Section 1. The Pension Agreement between the Town of Plainville and the Union which was initially adopted on December 21, 1970 and most recently amended and restated as of July 1, 2014 and modified by a June 6, 2022 Side Letter Agreement shall become part of this contract and which is attached as Appendix C. The Animal 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.

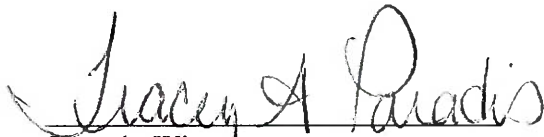
ARTICLE XXVIII
DURATION

Section 1. Except as otherwise provided herein, this agreement shall be effective upon signing and it shall remain in effect through June 30, 2026.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 28th day of September, 2023.

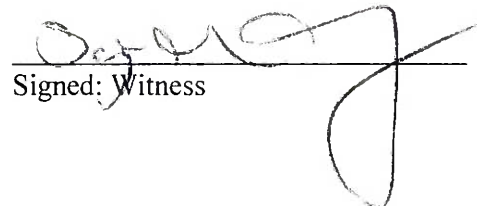
FOR THE TOWN OF PLAINVILLE


Signed: Town Manager


Signed: Witness

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


Signed: Union President


Signed: Witness

**APPENDIX A
ARTICLE XXIX
WAGE & SALARY PLAN
CONTRACT PERIOD JULY 1, 2023 - JUNE 30, 2026**

Section 1: Effective and retroactive to **July 1, 2023**, a THREE PERCENT (3.00%) increase:

Job Title	Start	1 Year	2 Years	3 Years or more
Animal Control	61,360	63,811	66,361	69,017
Patrol Officer	68,997	76,928	81,300	90,910
Corporal	93,065			
Sergeant	96,605	100,097		
Lieutenant	115,191			

During 2023 - 2024, all eligible employees shall advance a step on the salary schedule.

Section 2: Effective **July 1, 2024**, a THREE PERCENT (3.00%) increase:

Job Title	Start	1 Year	2 Years	3 Years or more
Animal Control	63,201	65,725	68,352	71,088
Patrol Officer	71,067	79,235	83,739	93,637
Corporal	95,857			
Sergeant	99,503	103,100		
Lieutenant	118,647			

During 2024 - 2025, all eligible employees shall advance a step on the salary schedule.

Section 3: Effective **July 1, 2025**, a THREE PERCENT (3.00%) increase:

Job Title	Start	1 Year	2 Years	3 Years or more
Animal Control	65,097	67,697	70,402	73,220
Patrol Officer	73,199	81,613	86,251	96,446
Corporal	98,732			
Sergeant	102,488	106,193		
Lieutenant	122,206			

During 2025 - 2026, all eligible employees shall advance a step on the salary schedule.

APPENDIX B
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 66-2/3% 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 66-2/3% 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 66-2/3% 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. H. P. B. T. 5-4-93
Town Manager

Paul E. Shanahan 5-4-93
President

Thomas D. Lenoir 5/4/93
Witness

Co. 15 Representative

APPENDIX C

Side Letter to Town of Plainville Retirement Plan and Agreement for The Plainville Police Union **Amended and Restated Effective 6/6/2022**

This agreement is entered into by and between the Town of Plainville ("Town") and Plainville Police Union, Local #1706, Council 4, AFSCME, AFL-CIO ("Union").

WHEREAS, the Town and Union are parties to a Retirement Plan and Agreement Amended and Restated Effective 6/6/2022 and the parties wish to memorialize their understanding of the benefit percentage (commonly called the multiplier) and pension benefit cap going forward;

NOW THEREFORE, the parties hereby agree to modify this language as follows:

Article 3.1 Each participant will accrue a benefit of ~~two percent (2%)~~ **two and one-quarter percent (2.25%)** of the Participant's Annual Earnings multiplied by his/her Credited Service.

Article 3.2 Notwithstanding the foregoing, the benefit to be provided to a Participant who retires on or after his/her Normal Retirement Date will be equal to ~~two and one-quarter percent (2.25%)~~ **two and sixty-five hundredths percent (2.65%)** of the Participant's Annual Earnings multiplied by his/her Credit Service as of his/her Normal Retirement Date.

Article 3.3 The amount of the unreduced early retirement benefit to be provided to a Participant who retires on an Early Retirement Date will be equal to the sum of: (a) ~~Two percent (2%)~~ **Two and one-quarter percent (2.25%)** of the Participant's Annual Earnings multiplied by his/her Credited Service (maximum twenty (20) years), plus (b) ~~Two and one-quarter percent (2.25%)~~ **Two and sixty five hundredths percent (2.65%)** of the Participant's Annual Earnings multiplied by his/her Credited Service, if any, in excess of twenty (20) years.

Article 3.5 In no event shall the late retirement benefit exceed ~~seventy percent (70%)~~ **seventy-five percent (75%)** of the Participant's Annual Earnings.

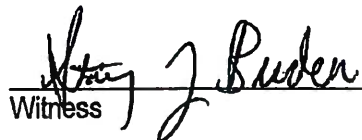
Article 7.1 ~~Effective July 1, 1983, Participants are required to contribute six percent (6%) of Annual Earnings. Effective 07/01/2022, Participants are required to contribute seven percent (7%) of Annual Earnings.~~

The parties have reached this agreement as of June 6, 2022.

For the Town of Plainville,



Town Manager




Witness

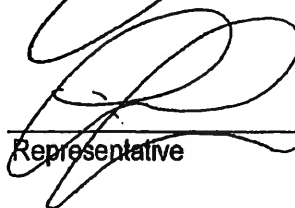
Plainville Police Union, Local 1706,
Council 4, AFSCME,



President



6/6/22



Representative

7-1-22