

AGREEMENT

BETWEEN

THE TOWN OF CANTON, CONNECTICUT

AND

**AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES, COUNCIL 4
CANTON POLICE UNION**

JULY 1, 2016 through JUNE 30, 2019

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PREAMBLE

This Agreement, entered into by the Town of Canton (the "Town") and the American Federation of State, County & Municipal Employees, Council 4, Canton Police Union, (the "Union"), effective July 1, 2016, 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; more effective police service in the public interest; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms of working conditions or conditions of employment as provided for by General Statutes of the State of Connecticut.

ARTICLE 1. RECOGNITION

1.0 The Town hereby recognizes the Union as the sole and exclusive collective bargaining agent for the unit consisting of all regular full-time, permanent, and probationary sworn members of the Canton Police Department having the authority to exercise police powers (exclusive of the Chief of Police and his Deputy), hereinafter referred to as "Employee" or "Employees".

ARTICLE 2. MANAGEMENT RIGHTS

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

- a. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and from, time to time, to change or abolish such policies, practices or procedures.
- c. To change processes or operations or to change their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Town's operation.

- e. To employ, transfer, promote or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the Department.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

2.1 The above rights, responsibilities and prerogatives are inherent in the Town Board of Selectman by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure as described in this Agreement.

ARTICLE 3. UNION SECURITY, DUES DEDUCTION

3.0 All present employees within the bargaining unit, who are members of the Union on the effective date of the Agreement, and all future members of the bargaining unit, shall as condition of employment, remain and/or become members of the Union in good standing, after the thirty-first (31st) day of employment.

3.1 The Town agrees to deduct Union membership dues from the salary of all employees covered herein who authorizes such deductions in writing. Such dues deductions shall continue for the duration of this Agreement. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and aggregate deductions shall be remitted to the Union. These deductions will be made on a payday of each month as specified by the Town and agreed to by the Union. In the event an employee receives no pay on the payday on which Union dues are deducted, no deduction shall be made for that month. The Union agrees to indemnify and hold harmless the Town for any loss or damages arising from operation of this section.

3.2 The Town agrees to maintain for the life of this Agreement any and all benefits currently enjoyed by the employees that are not expressly referred to in the Agreement.

ARTICLE 4. SENIORITY

4.0 Seniority shall commence on the day the employee begins to work as a paid, regular, full-time employee of the department, except as provided in sections 4.2 and 4.3 below.

4.1 An employee's seniority shall be broken and he shall forfeit all rights and benefits under this Agreement if the employee: (1) voluntarily resigns and quits; (2) is discharged; or (3) takes leave of absence for more than six (6) months, unless the leave is for military service, educational programs or sickness approved by the Chief Administrative Officer.

4.2 No employee shall attain seniority rights under this Agreement until he has been continuously employed by the Town as a full-time member of the department for a period of one (1) year, and until he has completed the minimum basic training pursuant to Section 7-294e of the General Statutes of Connecticut. During such period, the employee shall be on probation and may be discharged by the Town for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of the probation period, seniority shall date back to the date of original employment with the Town.

4.3 When two or more officers are appointed to the Department on the same date, they shall rank according to the order of appointment.

4.4 In the event of reduction in the number of employees, layoff shall be in inverse order of seniority and recall shall be by seniority. No new employee will be hired until recall of all laid-off officers is complete. Employees shall be placed on a recall list for a period of two (2) years from the date of an employee layoff.

4.5 Employees who achieve rank within the department shall be ranked according to the date of their promotion. Date of hire shall prevail in determining departmental seniority in the selection of requests for time off, layoff and recall.

ARTICLE 5. GRIEVANCE PROCEDURE

5.0 The purpose of the grievance procedure shall be to settle employee grievances on as low administrative level as is possible and practicable so as to ensure efficiency and employee morale.

5.1 A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

- a. Discharge, suspension or other disciplinary action.
- b. Charge of favoritism or discrimination,

- c. Interpretation and application of rules and regulations and policies of the Town,
- d. Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

5.2 Any employee may use this grievance procedure with or without Union assistance at Step 1 or Step 2 of this procedure. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the succeeding step following that which the employee has utilized. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

5.3 The following shall be the procedures for grievances:

- a. **Step 1.** Any employee or the Union who has a grievance shall reduce it to writing and submit it to the Chief of Police (the "Chief") within fifteen (15) calendar days of the date of the occurrence and the Chief shall use his best efforts to settle the dispute. The Chief's decision shall be submitted in writing to the aggrieved employee or his representative within fifteen (15) calendar days of the receipt of the grievance.
- b. **Step 2.** If no agreement is reached with the decision of the Chief, the employee or the Union shall submit the grievance in writing within fifteen (15) calendar days to the Chief Administrative Officer. Within fifteen (15) calendar days after receiving such grievance, the Chief Administrative Officer shall render his/her decision in writing to the aggrieved employee and his representative, if any.
- c. **Step 3.** If no agreement is reached with the decision of the Chief Administrative Officer, the Union may submit the grievance to arbitration by the Connecticut State Board of Mediation & Arbitration (the "Board") within fifteen (15) calendar days after receipt of any written decision of the Chief Administrative Officer. The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties.
- d. **Mediation.** The mediation services of the Board may be used at any time after the second steps above, provided both parties mutually agree in writing.
- e. **Meetings.** If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and, if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above, except as agreed to under (f) below.
- f. **Time Extensions.** Time extensions beyond those set forth in this grievance procedure may be arranged by mutual written agreement of the parties.

- g. **Representation.** The employee, the Union, or the Town shall have the right, at his or its own expense, of choice of representation whenever representation is desired.

ARTICLE 6. DISCIPLINARY PROCEEDINGS

6.0 The Town shall notify any employee who is the subject of an internal affairs investigation within forty-eight (48) hours of the commencement of such investigation. The Town shall notify the Union in writing of any disciplinary action or discharge within seventy-two (72) hours after its occurrence.

ARTICLE 7. HOURS OF WORK

7.0 For the purpose of determining regular time and overtime rates of pay, the regular workweek shall be forty (40) hours per week, eight (8) hours per day. The work week shall commence from 7:00 a.m. on Sunday to 6:59 a.m. Sunday.

7.1 Shift hours shall be for Shift A: 0700-1500; for Shift B: 1500-2300; and for Shift C: 2300-0700.

7.2 Subject to the negotiated staffing levels, the Town retains the exclusive right to determine the number of officers required for each shift. Bid shift can be denied or limited to an officer for administrative purposes such as when a patrol officer must learn patrol area during daylight hours, an officer has personal problems and needs to change shifts, an officer needs closer supervision, etc. This type of administrative assignment shall be limited to one bid cycle.

Shift requirements as posted by the Chief of Police and requests for use of vacation days and compensatory time shall be selected by patrol officers, sergeants and detective(s), to the extent it does not conflict with ¶ 7.12 below, every twenty-eight (28) days (at least fifty-six (56) days prior to the effective date of the bid period) according to seniority within job classification. After shifts are posted, requests for time off shall be permitted at the Police Chief's or his/her designee's discretion and permission must be received in writing. In no case shall any patrol officer select the same district more than two (2) consecutive bid periods.

7.3 Within seven (7) days of the shift requirements being posted, employees must bid a shift and district assignment and submit requests for vacation days and compensatory time.

7.4 The Chief of Police (or his/her designee) shall complete the work schedule. The Town and the Union agree that an employee may be moved at any time from his/her bid shift in order to accommodate that employee's training. In addition, unless mutually agreed, at least a week in advance, an employee assigned to C-3 (7:00 p.m. to 3:00 a.m., Thursday-Friday off)

may be moved to another C squad shift, and an employee assigned to B-3 (11:00 a.m. to 7:00 p.m., Thursday-Friday off) may be moved to an A or B squad shift. Furthermore, when needed, detectives may be assigned patrol duties on the A squad to meet the minimum staffing requirement for a day. Unless otherwise permitted by this Agreement, employees shall not be moved from his/ her bid shift except by mutual agreement.

7.5 No later than thirty-five (35) days before the beginning of the work schedule, overtime requirements shall be posted and voluntarily filled. If the minimum staffing needs of the Department remain unfilled twenty-eight (28) days before the beginning of the work schedule, the least senior officer scheduled to work the shift prior to the vacant shift shall be held over four (4) hours and the least senior officer scheduled to work the shift following the vacant shift shall be called in (4) hours early. If both shifts are vacant, both officers working the prior shift shall be held over four (4) hours and both officers working the following shift shall be called in four (4) hours early.

7.6 Work schedules shall be posted at least twenty-eight (28) days in advance of the effective day of such work schedule. Prior to the posting of the final schedule (28 days before start of schedule), if a long term vacancy occurs, other than scheduled vacation, during which the officer will be off the shift for ten or more consecutive working days, then management may fill that slot by bumping the least senior officer(s) from another shift(s) that has staffing above the contract minimum, unless a supervisor position is desired in which case the supervisor may be reassigned. Patrol officers may exchange individual shifts with patrol officers and sergeants may exchange individual shifts with sergeants provided the exchange does not incur additional cost to the Town and maintains sufficient staff coverage.

7.7 During each eight (8) hour tour of duty, all employees shall be allowed one-half (1/2) hour for lunch.

7.8 The Town agrees that past practices as pertaining to shift swaps and hours of work shall be maintained unless changed by the specific terms of this Agreement.

7.9 Employees on scheduled days off shall not be required to work unless a routine patrol shift cannot be filled as outlined above or under emergency conditions.

7.10. Additional requests for use of compensatory time may be filed after the schedule is posted and shall be approved only if the resulting absence does not bring the shift below minimum staffing. Such requests shall be approved on a first come, first served basis.

7.11 Any new positions and/or employees added to the bargaining unit shall be added to the Department's work schedule as determined by the Chief of Police.

7.12 Except in an emergency situation, the detective(s) shall normally work Monday through Friday on A squad. In the case of an emergency, the Chief of Police may assign the detective(s) to work on any squad as a detective. The Chief of Police may assign the detective(s) to work patrol on A squad to meet the requirements of minimum staffing. With the employee's

consent, the Chief of Police may assign the detective(s) to work patrol on the B or C squad. In addition, if agreeable to the detective(s) and the Police Chief, the hours of work may be modified in order to accommodate the requirements of a case.

ARTICLE 8. OVERTIME

8.0 The Town shall have the right to require personnel to work overtime. However, except in emergency situations, an employee may not be required to work more than twelve (12) hours straight, without a break of eight (8) hours.

8.1 Time worked in excess of eight hours on any work day or in excess of the regularly scheduled workweek shall be considered overtime and shall be paid at the rate of time and one-half the applicable rate. Except for private duty work, approved paid time off shall be considered time worked for purposes of calculating overtime. Hours worked on a private duty assignment do not count toward any of the overtime premiums provided under the Agreement.

8.2 Compensatory time off may be credited at the same rate in lieu of overtime pay, provided that an employee may not earn more than one hundred twenty (120) hours during any fiscal year period. Compensatory time may not be carried over to the next fiscal year. Compensatory time either must be used by June 30 each year or the employee will be paid for the unused time.

Compensatory time off must be taken in a minimum increment of four (4) hours unless:

- a. No replacement is required to meet the minimum staffing provision of Article 26.0;
- b. The employee requesting use of compensatory time obtains a replacement employee or arranges a swap so that no call in is required; or
- c. The replacement employee waives the four (4) hour minimum call-in provision of Article 8.4, in which case the replacement employee will be paid only for actual hours worked and will not be moved on the overtime rotation list.

8.3 When an employee who is off duty is called in to work that is not contiguous with said employee's regular work hours, the employee shall be paid for at least four (4) hours at the rate of time and one half (1-1/2). However, if the employee completes his/her assignment in less than 4 hours, he/she shall inquire of his/her supervisor whether there is any other assignments to perform during the 4-hour period before they may leave.

8.4 Overtime pay shall not be subject to the minimum four (4) hour provision of Article 8.3 when such overtime is a result of extending a tour of duty on any shift to properly complete an investigation or work assignment, for assisting in an emergency situation, etc. In such situations, the employee will be paid overtime for the actual time worked.

8.5 Scheduled overtime shall be posted and distributed to all employees on a fair and equal basis according to a policy agreed to by the Town and the Union.

8.6 Nothing herein shall preclude the Chief of Police from requesting the next available sergeant on the overtime rotation when a supervisor is required for other than a routine patrol shift.

ARTICLE 9. PRIVATE POLICE DUTY

9.0 The term "Private Police Duty" for the purpose of this Article shall mean Private Police Duty for which the Town is reimbursed for such police services by a third party.

9.1 All Private Police Duty assignments shall be made by the Chief or his agent in an equitable manner. Such assignments shall be voluntary, unless the Chief has exhausted all potentially available employees, in which case the Chief may assign the least senior available off-duty employee.

9.2 An employee working on private police duty shall be paid the amounts set forth below:

- a. For construction work, time and one-half (1-1/2) the employee's rate of pay with a minimum of four (4) hours for any time over four (4) hours, a minimum of eight (8) hours for any hours beyond the eight (8) hours, four (4) hour blocks, i.e.- twelve (12) hours, sixteen (16) hours etc.
- b. All other Private Police Duty work, four (4) hours minimum at time and one-half (1-1/2) the employees rate, any additional hours beyond four (4) hours shall be paid at time and one half the employee's rate.

9.3 All payment shall be at double the private duty rate for construction work or other private duty work only when performed on Sundays and Holidays.

9.4 The assignment must be canceled three (3) hours in advance or payment will be made to the officer.

9.5 Hours worked on a Private Police Duty assignment do not count toward any of the overtime premiums provided under the Agreement.

9.6 When insufficient Canton Officers volunteer to cover a Private Police Duty Assignment, the Chief of Police may offer the assignment to an officer in another municipality. If an officer from another municipality performs a Private Police Duty assignment in Canton, compensation for the assignment shall be determined by the relevant policies and/or contracts of that municipality and shall not be the responsibility of Canton. Alternatively, when insufficient

Canton Officers volunteer to cover a Private Police Duty Assignment, the Chief of Police may order the least senior qualified officer to cover the assignment.

ARTICLE 10. VACATION

10.0 Employees shall receive the following annual vacation periods to be determined as of the employee's anniversary date:

<u>Length of Service</u>	<u>Vacation</u>
Date of hire to less than six (6) months	No vacation days
Six (6) months but less than one (1) year	6 days
One (1) year but less than five (5) years	10 days
Five (5) years but less than ten (10) years	15 days
Ten (10) years but less than twenty (20) years	20 days
Twenty (20) years or more	25 days

10.1 Vacation periods consisting of a minimum of five (5) working days shall be on a seniority basis.

10.2 The minimum vacation period that may be taken at any one time is one full day.

10.3 Full vacations are expected to be taken each year. Vacation time will be credited on the employee's anniversary date. The maximum time an employee may carry over to the next anniversary date is twenty (20) days.

10.4 The Police Chief shall have the right to limit the number of employees who may be allowed a vacation at any one time

10.5 Employees must have permission of the Police Chief to take more than two (2) consecutive weeks of vacation at one time.

10.6 If an employee dies while employed by the Town, or his/her employment is otherwise terminated, provided that the employee is in good standing, the Town shall pay the employee or his/her estate, as the case may be, his/her accumulated vacation days and holidays.

10.7 In the event an employee on vacation is hospitalized, said days in the hospital shall be charged to sick leave and not vacation; provided, however, a physician's certificate shall be provided within three (3) days of returning to work.

ARTICLE 11.
HOLIDAYS

11.0 Each employee shall receive eight (8) hours of holiday pay for each of the thirteen (13) holidays listed below:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Floating Holiday

In addition, Employees who work on any of the above listed holidays shall receive one and one-half (1- 1/2) times his/her regular hourly rate for all hours worked. Once the Chief of Police has determined and posted appropriate staffing for each holiday, the number of officers working the shift shall be limited to the number set by the Chief. If the number of officers normally scheduled to work exceeds the holiday staffing level set by the Chief of Police, then the staffing level shall be reduced. Beginning with the most senior officer, employees scheduled to work shall have the option to take the shift off or to work until the appropriate staffing level is achieved. The detective shall not work any holiday unless directed by the Chief of Police.

11.1 When any time off with pay may be allowed other Canton municipal employees as a result of an unanticipated national holiday or national day of mourning, the employee shall be either given extra time off or shall receive additional pay in lieu of such time off.

11.2 An employee who works shift C, 2300-0700 on the day prior to the actual commencement of a holiday and completes the shift on the holiday shall receive the premium compensation; and the employee who commences work on shift C, 2300-0700, on the holiday and completes the shift on the non-holiday will not receive the premium compensation.

11.3 If an officer calls out sick on a holiday, he/she shall only receive holiday pay, and his/her sick bank will not be deducted.

ARTICLE 12.
SICK LEAVE

12.0 Each employee shall earn 1.25 sick days leave with pay for each month of service, except those hired after July 1, 1999 shall earn 1 sick day per month. Sick days may accumulate from year to year up to one hundred and eighty (180) days, except those employees hired after July 1, 1999 may accumulate from year to year up to one hundred and twenty (120) days.

12.1 Sick leave shall be granted for illness and non-compensable bodily injury or disease. The Police Chief may at his/her discretion require a doctor's certificate for sick leave in the event there is suspected abuse of sick leave.

12.2 Employees shall report sick as soon as possible but at least two (2) hours before their tour of duty, except where sufficiently limiting circumstances exist.

12.3 If an employee loses time because of a work-related sickness or injury, he/she is entitled to compensation under the Workers' Compensation Act, he/she shall receive benefits equal to normal full pay for the period of disability with the Town making up the difference of the amount of such compensation received and the normal amount of such employee's weekly pay for a period not to exceed eighteen (18) months from the date of injury.

If an employee is out of work on medical leave, the employee is not eligible for holiday pay.

12.4 Sick leave for care of the immediate family beyond three (3) days, may be granted on a case-by-case basis by the Chief of Police (or his/her designee) when accompanied by a proper doctor's certificate. Such requests shall not be unreasonably denied. Immediate family as used herein shall mean spouse of the employee or children of the employee.

12.5 One-half (1/2) day of sick time will be charged as sick leave if an employee, who for reasons of personal illness, is absent for duty up to four (4) hours in any one (1) day.

12.6 Sick leave shall continue to accumulate during injury leave, vacation time, and sick leave, but shall not accumulate during suspension for cause.

12.7 The employer shall maintain an accurate and up to date record of each employee's sick leave and shall provide a copy annually to each employee upon request.

12.8 Upon voluntary termination, accrued sick leave shall be paid to the employee in accordance with the following schedule: 1/5 after three (3) years, 2/5 after seven (7) years, 1/2 after ten (10) years. Dismissal for cause shall result in forfeiture of accrued sick leave.

12.9 Upon retirement, an employee hired before October 1, 2013, shall receive one hundred percent (100%) of any unused accumulated sick leave on the basis of the employee's wages at the time of retirement.

Employees hired on or after October 1, 2013 shall not be eligible for any pay out of unused accrued sick time.

12.10 In the event of an employee dies in the line of duty, the employee's estate shall receive on the basis of the employee's wages at time of death, compensation for all of the employee's unused sick leave, accumulated vacation days and two (2) weeks' pay.

ARTICLE 13. PERSONAL LEAVE

13.0 Each employee shall be granted, with pay, three (3) personal days each fiscal year. Personal days may not be used in less than four (4) hour blocks. Such personal days shall not be charged as sick leave or vacation time.

13.1 Such personal days shall not accrue from year to year and must be used within one year of receiving them. Unused personal leave days shall not be paid to an employee upon termination, including death and retirement.

ARTICLE 14. FUNERAL LEAVE

14.0 In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, stepchild, stepfather, stepmother, stepbrother, stepsister, grandparent, son-in-law, daughter-in-law, or grandchild, an employee may have three (3) days off without loss of regular pay. Such days off shall not be charged to sick leave.

14.1 In the event of the death of an employee's aunt, uncle, brother-in-law or sister-in-law, an employee may have one (1) calendar day to attend the funeral without loss of regular pay. Such day off shall not be charged to sick leave.

ARTICLE 15. MILITARY LEAVE

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

15.1 The Town shall comply with state and federal law regarding military leave. Any employees in military service shall provide the Town with written notice of all service commitments as early as possible, and shall provide a copy of any orders issued.

15.2 Up to two (2) weeks military leave may be granted for service on active reserve or National Guard duty or with an organized militia as defined by state statute, during which an employee shall be paid the difference between regular salary and military compensation.

ARTICLE 16.
UNION ACTIVITIES LEAVE

16.0 Two (2) 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 purposes of negotiating the terms of the agreement when such meetings take place at a time during which members are scheduled to be on duty.

16.1 Two (2) members of the Grievance committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of processing grievances through arbitration when such meetings take place at a time such members are scheduled to be on duty.

16.2 Two (2) employees designated by the Union shall be given two (2) days annual leave each with full pay for union activities.

ARTICLE 17.
RATES OF PAY

17.0 Effective July 1, 2016, rates of pay for all employees at all ranks and steps shall be increased by 2.5% over the rates of pay effective June 30, 2015.

17.1 Effective July 1, 2017, rates with pay for all employees at all ranks and steps shall be increased by 2.5% over the rates of pay effective June 30, 2016.

17.2 Effective July 1, 2018, rates with pay for all employees at all ranks and steps shall be increased by 2.5% over the rates of pay effective June 30, 2017.

The rates of pay shall be as shown in Appendix A, attached hereto and made part of this Agreement.

ARTICLE 18.
INSURANCE

18.0 The Town of Canton shall continue to offer employees a PPO Insurance Plan or a High Deductible Insurance Plan with a Health Saving Account (HSA). Eligible employees may elect which plan they wish to participate in. The Town of Canton shall provide health insurance to eligible employees as specified in 18.1 below.

18.1 Anthem Blue Cross/Blue Shield of Connecticut Century Preferred Plan with the Managed Benefits cost-containment program, as set forth below, and Anthem Blue Cross Full Service Dental Plan, with “Rider A” or its equivalent for employees and their enrolled dependents, shall be offered to employees:

PPO PLAN

Copay	Current
Office Visit	\$30
Inpatient Admission	\$300
Outpatient Surgery	\$200
Emergency Room	\$175
Urgent Care	\$125
High Cost Diagnostic	\$75 to \$375 Max
OON Deductible	500/1000/1500
OON Coinsurance	80/20%
OON Coins Max	1500/3000/4500
OON Out-of-Pocket Max	2k/4k/6000
RX Copay	\$10/25/40
Mail Order Copays	2.5x
RX Day Supply	30/90
RX Maximum	\$2,000
RX Edits	Full Mgd Edits

For employees who elect to remain in the PPO Plan, employees shall pay the difference between the Town’s cost for the HSA Plan (including the Town’s contribution toward the deductible) and the cost of the PPO Plan premium or 21% of the PPO Plan’s premium, whichever is greater.

High Deductible HSA Plan

The deductibles for the HSA Plan shall remain: \$2000 for single coverage and \$4000 for family coverage.

At its election, the Town may either pay the annual deductible (i.e., \$1000 for individual coverage and \$2000 for family coverage) in one lump payment the payday following July 1or

two equal payments with half paid the payday following July 1, and the other half the payday following January 1. To be eligible for payment of the Town's contribution, the employee must be actively employed on the day of the payment.

In addition to the deductible, effective July 1, 2016, employees participating in the HSA Plan shall pay 16% of the HSA Plan's premium and the Town shall cover 84% of the HSA Plan's premium.

In addition to the deductible, effective July 1, 2017, employees participating in the HSA Plan shall pay 17% of the HSA Plan's premium and the Town shall cover 83% of the HSA Plan's premium.

In addition to the deductible, effective July 1, 2018, employees participating in the HSA Plan shall pay 18% of the HSA Plan's premium and the Town shall cover 82% of the HSA Plan's premium.

18.2 Group long-term disability plan, including sixty percent (60%) of an employee's basic monthly salary not to exceed four thousand dollars (\$4,000), effective one hundred twenty (120) days after disability for a period of two (2) years.

18.3 Life insurance equal to two (2) times the employee's basic annual salary rounded to the nearest thousand dollars and accidental death and dismemberment insurance of seven thousand five hundred (\$7,500) dollars.

18.4 The Town, with the concurrence of the Union, shall have the ability to self-insure or to obtain equivalent insurance carriers other than those named above, provided substantially the same coverages and benefits are provided.

ARTICLE 19. UNIFORMS AND EQUIPMENT

19.0 The Town shall provide a full and complete uniform to all new employees. Such uniform shall include the following: three (3) short-sleeve shirts; three (3) long-sleeve shirts; six (6) pairs of pants; footwear up to \$200.00; and one (1) short style all-weather jacket with removable liner.

The Town shall contract with a cleaning firm and each officer shall be entitled to have cleaned at Town expense eight (8) sets of uniforms per month and two (2) jackets per year. Detective(s) shall be entitled to have cleaned at Town expense an equivalent amount of clothing as uniformed officers not to exceed twelve (12) dress shirts, four (4) sport jackets and four (4) pairs of pants or combination thereof per month.

19.1 Uniforms shall be cleaned and or replaced when in the judgment of the Chief of Police, such cleaning or replacement if necessary.

19.2 To the extent damages are not covered by Workers' Compensation insurance, the Town shall replace/reimburse employees for certain personal property that is damaged or destroyed in the line of duty as follows:

1. Clothing – up to \$150.00;
2. Watch – up to \$50.00;
3. Eye glasses – up to \$200.00;
4. Dentures – up to \$150.00; and
5. Cell phone – up to \$150.00.

19.3 All books, pamphlets, pads and similar required equipment used in the Department's training programs shall be provided by the Town at no cost to the members attending.

19.4 Upon termination of employment all uniform clothing articles, other than shoes, remaining in the employee's possession shall be returned to the Department.

19.5 All uniforms, clothing and equipment items shall meet current provisions and requirements of the Department's Police Manual.

19.6 The Town will provide the initial issue of a bulletproof vest to an employee at the commencement of employment with the Town. The Town agrees to contribute up to \$700 per employee for the sole purpose of purchasing a bulletproof vest. If the employee desires an upgraded vest, these funds shall be applied to the purchase with the employee making up the difference in higher cost. The Town agrees to make the payment for such vest directly to the vendor. If the vest costs less than \$700, no funds as a result in the savings, will be provided the employee or the vendor by the Town.

19.7 Employees who wish the Department to purchase uniforms or equipment beyond the standard issue, shall adhere to the following protocol: Prior to any purchase using town funds, employees must submit a written request through their chain of command to the Chief of Police. The request will provide:

1. The requested type of uniform or equipment.
2. The justification or need for the item.
3. The cost of the item through various vendors.
4. The availability of the item through the Town's current vendor(s).

All acquisitions must be approved by the Chief of Police. Acquisitions should be made through the Town so that any cost and/or tax advantages are obtained. Upon separation from Town service, any Department issued uniforms and equipment will be returned to the Town.

ARTICLE 20.
PENSIONS

20.0 The provisions of the defined benefit retirement plan as modified by the Interest Arbitration Award in Case No. 2007 MBA 192, dated July 8, 2009, and to be incorporated into the plan restatement most recently dated July 1, 2001 are made part of this Agreement.

Effective January 1, 2003, the Town will establish a defined contribution retirement plan. An employee hired prior to June 30, 2002 shall be provided with his or her actuarially determined accrued benefit to date as of June 30, 2002. Such employee shall have the option to choose by December 31, 2002 among the following options:

1. Continue as a participant in the defined benefit retirement plan.
2. Retain his or her actuarially determined accrued benefit to date as of June 30, 2002, collecting such benefit in accordance with the provisions of the defined benefit retirement plan as of June 30, 2002, and commence participation in the defined contribution plan by directing any employee contributions made on and after July 1, 2002 into one or more funds offered for such purpose by the Town.
3. Receive his or her actuarially determined accrued benefit to date as of June 30, 2002, and together with any employee contributions made through December 31, 2002, direct such funds into a defined contribution plan account within one or more funds offered for such purpose by the Town.

Participants in the defined contribution retirement plan shall contribute six and one-half percent (6.5%) of all wages into one or more funds as directed by the employee. The Town shall contribute to the account of each employee quarterly an amount equal to the percentage of payroll required to fund the defined benefit plan as of January 1, 2003 (subject to a maximum contribution rate of twelve percent (12%)) multiplied by all wages of each employee.

20.1 For employees hired on or after October 1, 2013, the Town's and eligible employees shall each contribute seven and one-half percent (7.5%) of the employee's wages toward the Town's Defined Contribution Plan.

ARTICLE 21.
EDUCATIONAL INCENTIVE

21.0 Employees who were hired before July 1, 2016 who have received a degree from an accredited college or university with a concentration in law enforcement, criminal justice, forensic science, public administration, sociology, political science, psychology or related field of study approved by the Chief Administrative Officer or have attained the following credits shall be paid annually additional compensation on his or her anniversary date of hire in accordance with the schedule set forth below:

Associate's Degree	\$750
Bachelor's Degree	\$1,250

Employees hired on or after July 1, 2016 shall not be eligible for the above additional compensation.

21.1 The Town shall reimburse regular full-time police officers for seventy-five percent (75%) of tuition charged for in-state students in the Connecticut public university system, up to a maximum of \$5,000 per fiscal year per employee, for undergraduate courses required for a degree in law enforcement, criminal justice, or public administration from an accredited college or university. The Town shall not reimburse for any other expenses, including any books. The officer must show proof of payment to the college or university and of successful completion of the course with a grade of B or better.

Employees seeking reimbursement shall:

1. Notify the CAO of the employee's intention to take the course and submit a description of the course;
2. Upon approval from the CAO, take the course;
3. Present the CAO with the following information after course completion:
 - a. Name of the college, semester attended and number of credits earned;
 - b. Grade report (employee must attain a Grade B or better to be reimbursed); and
 - c. Proof of the payment of tuition costs (only tuition costs will be reimbursed, not books or supplies, etc.).

21.2 The Town shall reimburse regular full-time police officers for seventy-five percent (75%) of tuition charged for in-state students in the Connecticut public university system, up to a maximum of \$5,000 per fiscal year per employee, for graduate courses required for a degree in law enforcement, criminal justice, or public administration from an accredited college or university. The Town shall not reimburse for any other expenses, including any books. The officer must show proof of payment to the college or university and of successful completion of the course with a grade of B or better.

21.3 Tuition reimbursement for courses taken other than in Connecticut state institutions shall require specific approval of the Chief Administrative Officer.

21.4 Tuition reimbursement shall be made within four (4) weeks of presentation of proof of payment and successful course completion.

21.5 There will be no tuition reimbursement for courses taken prior to employment by the Canton Police Department. However, compensation under Section 21.0 will be paid for approved college credits previously earned.

ARTICLE 22.
COURT TIME

22.0 If an employee is required to use his own vehicle to travel to and from court, he will be paid the current mileage reimbursement rate as determined by the Federal Internal Revenue Service and will be covered for liability in excess of his own coverage and will be covered by Workers' Compensation by the Town.

ARTICLE 23.
SAVINGS CLAUSE

23.0 If any article or any section of this agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other articles and sections of portions thereof, which shall be valid.

ARTICLE 24.
STAFFING

24.0 The Town shall maintain a minimum patrol staffing of two (2) officers on all shifts.

24.1 In the event that no officer of the rank of sergeant or higher is working on a shift, the most senior officer working on that shift shall receive an additional sixty (\$0.60) cents per hour.

ARTICLE 25.
GENERAL PROVISIONS

25.0 During the term of this Agreement, the Town shall furnish the Union with an up to date department seniority list.

25.1 The Town shall give to each employee, and to each new employee when he is hired, a copy of this Agreement and copy of all department orders and police manuals.

25.2 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.

25.3 Each employee shall have the opportunity upon appointment to review his/her personnel file upon request to the Chief of Police.

25.4 There shall be no variation, alteration, or amendment to this Agreement unless agreed in writing by both parties.

25.5 Should a suit for false arrest be filed against any employee arising from his performance of official duties and not resulting from his willful, wanton or unauthorized act, the Town shall provide legal counsel to defend such lawsuit.

25.6 All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the shift officer or the Chief.

25.7 Nothing in this Agreement shall prevent any employee from holding outside employment, other than police related activities as long as such employment does not conflict with the employee's duties as a member of the police department or exceed 24 hours per week. All work done in association with or for the Police Department shall be completed during scheduled hours of work and the results of which shall be the sole property of the Town of Canton.

Employees who engage in outside employment shall notify the Police Chief in writing the nature of their employment, including the name of their employer, their position and their work schedule.

25.8 The Department will continue to furnish such equipment as it has customarily furnished in the past and, whenever possible, furnish such additional equipment that will promote the safety and welfare of the employees and aid in the efficient performance of their duties. The following items of equipment shall be provided by the Department: department issued handgun, belt holsters, handcuff cases or straps, cartridge holders and belts, fully extended batons, ammunition, standard uniform linked and/or hinged handcuffs, rank insignias, Town shoulder patches, nameplates, cloth name tapes, identification and/or business cards, Department issue rain boots, traffic vest, and batteries. Items lost or misplaced (except in the line of duty) shall be replaced at the employee's expense.

25.9 If the Chief or his designee determines that a police vehicle is unavailable for an employee engaged in training, the employee shall be reimbursed for mileage at the current mileage reimbursement rate as determined by the Federal Internal Revenue Service for the use of their own vehicle. Mileage shall be calculated based on the distance from police headquarters to the destination and back to police headquarters, except provided that officers responding to a call-out for a special regional team such as emergency services, traffic investigation, or SCUBA, shall be paid mileage from either police headquarters or their residence to the incident.

25.10 The Town of Canton will make every reasonable effort to make a cruiser available for training, court, etc. If a cruiser is available in the lot, then it can be used by officers.

25.11 The Town may pay employees on a bi-weekly basis.

25.12 The Town may pay employees by direct deposit.

25.13 The negotiated increases in wages shall be given to employees who are employed at the time this Agreement is ratified.

ARTICLE 26.
DURATION

26.0 The Agreement shall become effective on July 1, 2016 and shall remain in effect for a period of three (3) years until June 30, 2019. During negotiations, this Agreement shall remain in effect.

TOWN OF CANTON

By Pat H C

Its Chief Administrative Officer

Date: 10-14-16

CANTON POLICE UNION

By [Signature]

Its President

Date: 11 Oct 16

APPENDIX A

WAGE SCHEDULE

FY 2016/2017 (2.5%)

<u>Patrol Officer</u>	Hourly	Weekly	Annual
Base	\$28.70	\$1,148.00	\$59,696.00
Step 1	\$30.53	\$1,221.39	\$63,512.28
Step 2	\$32.40	\$1,296.01	\$67,392.52
Step 3	\$34.23	\$1,369.40	\$71,208.80
Step 4	\$36.11	\$1,444.43	\$75,110.36
Step 5	\$37.91	\$1,516.59	\$78,862.68
 <u>Detective</u>	 \$40.02	 \$1,601.05	 \$83,254.60
 <u>Sergeant</u>			
Base	\$40.57	\$1,623.19	\$84,405.88
Step 1	\$42.21	\$1,688.79	\$87,817.08
Step 2	\$43.91	\$1,756.44	\$91,334.88

FY 2017/2018 (2.5% increase)

<u>Patrol Officer</u>	Hourly	Weekly	Annual
Base	\$29.41	\$1,176.70	\$61,188.40
Step 1	\$31.29	\$1,251.92	\$65,100.08
Step 2	\$33.21	\$1,328.41	\$69,077.33
Step 3	\$35.08	\$1,403.63	\$72,989.02
Step 4	\$37.01	\$1,480.54	\$76,988.11
Step 5	\$38.85	\$1,554.50	\$80,834.24
 <u>Detective</u>	 \$41.02	 \$1,641.07	 \$85,335.97
 <u>Sergeant</u>			
Base	\$41.58	\$1,663.76	\$86,516.02
Step 1	\$43.26	\$1,731.00	\$90,012.50
Step 2	\$45.00	\$1,800.35	\$93,618.25

FY 2017/2018 (2.5% increase)

<u>Patrol Officer</u>	Hourly	Weekly	Annual
Base	\$30.14	\$1,206.11	\$62,718.11
Step 1	\$32.07	\$1,283.21	\$66,727.58
Step 2	\$34.04	\$1,361.62	\$70,804.26
Step 3	\$35.95	\$1,438.72	\$74,813.74
Step 4	\$37.93	\$1,517.55	\$78,912.81
Step 5	\$39.82	\$1,593.36	\$82,855.09
 <u>Detective</u>	 \$42.04	 \$1,682.09	 \$87,469.36
 <u>Sergeant</u>			
Base	\$42.61	\$1,705.35	\$88,678.92
Step 1	\$44.34	\$1,774.27	\$92,262.81
Step 2	\$46.12	\$1,845.35	\$95,958.70