

**AGREEMENT**

**BETWEEN**

**THE TOWN OF CANTON, CONNECTICUT**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY &  
MUNICIPAL EMPLOYEES, COUNCIL 15  
CANTON POLICE UNION**

**JULY 1, 2008 through JUNE 30, 2011**

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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 15, Canton Police Union, (the "Union"), effective July 1, 2004, 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.

7.1 Shift hours shall be for Shift A, from 0700-1500, for Shift B, from 1500-2300, and, for Shift C, from 2300-0700.

7.2 Shift requirements as posted by the Chief of Police shall be selected by patrol officers and sergeants every twenty-eight (28) days (at least 56 days prior to the effective date of the bid period) according to seniority within job classification. In no case shall any patrol officer select the same district more than two (2) consecutive bid periods.

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

7.4 Work schedules shall be filled by the Chief in accordance with the policies and procedures codified herein as Appendix B, and shall be posted at least twenty-eight (28) days in advance of the effective day of such work schedule. 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.

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

7.6 Both parties agree that the stand-by call-in provision in the Police Manual of Rules and Regulations shall be amended to provide for a four (4) hour call-in.

7.7 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.

#### ARTICLE 8. OVERTIME

8.0 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 (1-1/2) the applicable rate, except that such time worked on the second day off shall be paid at double time.

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 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 officer will be paid for the used 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 officer requesting use of compensatory time obtains a replacement officer or arranges a swap so that no call in is required; or
- c. The replacement officer waives the four (4) hour minimum call-in provision of Article 8.1, in which case the replacement officer will be paid only for actual hours worked and will not be moved on the overtime rotation list.

8.1 When an employee is required to return to duty to perform overtime duties and when the overtime hours so worked are not contiguous with said employee's regular duty hours, the employee shall be paid not less than four (4) hours at the rate of time and one half (1-1 /2).

8.2 Overtime pay shall not be subject to the minimum four (4) hour provisions of Article 8.1 when such overtime is a result of extending a tour of duty on any shift to properly complete an investigation or work assignment, or for assisting in an emergency situation of short duration. In such emergency situations of short duration, two (2) hours at the applicable overtime rate shall be paid for work between one (1) minute and two (2) hours and four (4) hours at the applicable overtime rate shall be paid for work in excess of two (2) hours up to four (4) hours.

8.3 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. 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.

8.4 For the purposes of this Article all paid time shall be considered as time worked.

8.5 Regular officers will have priority over supernumeraries as to overtime. Pursuant to the provision one phone call or contact will be made to each officer available before calling a supernumerary.

#### 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 shown 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 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.

**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 which 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 which an employee may carry over to the next anniversary date is twenty (20) days.

10.4 The 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 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 employment is otherwise terminated, provided that the employee is in good standing, the Town shall pay the employee or his estate, as the case may be, his 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  
Washington's Birthday  
Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

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.

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 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 Chief may at his 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 sickness or injury for which, an employee of the Town, he is entitled to compensation under the Workers' Compensation Act, he 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.

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 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 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.

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 Such leave shall extend for the period of the service with the military forces and for no more than ninety (90) days after discharge from the service.

15.2 An employee on military leave who applies for re-employment within ninety (90) days from the date of his discharge, the classification of which must be honorable, shall be entitled to a position at the same level as the one he had held at the time his leave was granted provided he is physically and mentally capable of meeting the minimum qualifications of the job.

15.3 Employees returning to Town employment from military leave shall be granted all re-employment rights under the Selective Service Act.

15.4 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 The 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, 2008, rates of pay for all employees at all ranks and steps shall be increased by 1.9% over the rates of pay effective June 30, 2008.

17.1 Effective July 1, 2009, rates with pay for all employees at all ranks and steps shall be increased by 2.6% over the rates of pay effective June 30, 2009.

17.2 Effective July 1, 2010, rates with pay for all employees at all ranks and steps shall be increased by 2.9% over the rates of pay effective June 30, 2010.

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 provide programs of health insurance as specified in Article 18.1. Effective July 1, 2009, employees shall pay thirteen percent (13%) of the total premium for coverage provided. Effective July 1, 2010, employees shall pay fourteen percent (14%) of the total premium for coverage provided. Effective June 30, 2011, employees shall pay fifteen percent (15%) of the total premium for coverage provided. Long-term disability as specified in Article 18.2 and life and accidental death and dismemberment insurance as specified in Article 18.3 will be provided by the Town at no cost to the employee.

18.1 Anthem Blue Cross/Blue Shield of Connecticut Century Preferred Plan with the Managed Benefits cost-containment program, as set forth in Appendix C, 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.

18.2 Group long-term disability plan, including sixty percent (60%) of an employee's basic monthly salary not to exceed three thousand dollars (\$3,000), 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 \$100.00; 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.

ARTICLE 20.  
PENSIONS

20.1 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. The parties agree that there shall be no further negotiations on the defined benefit retirement plan until June 30, 2011 pursuant to the terms of the Pension 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. The parties agree to that there shall be no further negotiations on the defined contribution retirement plan until June 30, 2011.

ARTICLE 21.  
EDUCATIONAL INCENTIVE

21.0 Each employee who has 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 has 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:

30 credit hours	\$350 (officers hired after July 1, 1995 ineligible)
Associate's Degree	\$750
90 credit hours	\$1,000 (officers hired after July 1, 1995 ineligible)
Bachelor's Degree	\$1,250

21.1 The Town shall reimburse regular full-time police officers for tuition charged for in-state students in the Connecticut public university system, up to a maximum of the tuition rate charged by the University of Connecticut for in-state students, for undergraduate college courses required for a degree from an accredited college or university in a field of study eligible for the educational incentive payment in Section 21.0. 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 "C" 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 C 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 Tuition will be paid up to a maximum of 130 credits or attainment of a bachelor's degree. The Town shall reimburse regular full-time police officers for tuition rate charged for in-state students in the Connecticut public university system, up to a maximum of the tuition rate charged by the University of Connecticut for in-state students, for graduate college courses in law enforcement, forensic science, criminal justice, public administration or closely related field from an accredited college or university. The Town shall not reimburse for any other expenses, including any books. The course must be approved by the Chief Administrative Officer prior to enrollment or reimbursement may be delayed to the following fiscal year. 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.**  
**LONGEVITY**

22.0 Employees hired prior July 1, 1995 and who are regularly scheduled to work a minimum of 40 hours per week shall receive annually, in addition to their regular pay, the following longevity payments on his or her anniversary date of hire:

<u>Years of Service</u>	<u>July 1, 2002</u>
Ten (10) years but less than fifteen (15) years	\$250.00
Fifteen (15) years but less than twenty (20) years	\$300.00
Twenty (20) years but less than twenty- five (25) years	\$350.00
Twenty- five (25) years or more	\$400.00

**ARTICLE 23.**  
**COURT TIME**

23.0 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 24.**  
**SAVINGS CLAUSE**

24.0 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 25.**  
**STAFFING**

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

26.1 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 26.**  
**GENERAL PROVISIONS**

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

27.1 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.

27.2 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.

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

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

27.5 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.

27.6 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.

27.7 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.

27.8 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.

27.9 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.

27.10 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.

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

#### ARTICLE 27. DURATION

28.0 The Agreement shall become effective on July 1, 2008 and shall remain in effect for a period of three (3) years until June 30, 2011. During negotiations, this Agreement shall remain in effect.

October IN WITNESS WHEREOF, the parties hereto have set their hands this 14 day of  
2009.

TOWN OF CANTON,

[Signature]

CANTON POLICE UNION

[Signature]

**APPENDIX A**  
**WAGE SCHEDULE**

**FY 2007/2008**

<u>Patrol Officer</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Annual</u>
Base	\$23.00	\$920.00	\$47,840.00
Step 1	\$24.49	\$979.60	\$50,939.20
Step 2	\$25.98	\$1,039.20	\$54,038.40
Step 3	\$27.45	\$1,098.00	\$57,096.00
Step 4	\$28.95	\$1,158.00	\$60,216.00
Step 5	\$30.40	\$1,216.00	\$63,232.00
<u>Detective</u>	\$31.46	\$1,258.40	\$65,436.80
<u>Sergeant</u>			
Base	\$32.55	\$1,302.00	\$67,704.00
Step 1	\$33.85	\$1,354.00	\$70,408.00
Step 2	\$35.21	\$1,408.40	\$73,236.80

**FY 2008/2009 (1.9% increase)**

<u>Patrol Officer</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Annual</u>
Base	\$23.44	\$937.60	\$48,755.20
Step 1	\$24.96	\$998.40	\$51,916.80
Step 2	\$26.47	\$1,058.80	\$55,057.60
Step 3	\$27.97	\$1,118.80	\$58,177.60
Step 4	\$29.50	\$1,180.00	\$61,360.00
Step 5	\$30.98	\$1,239.20	\$64,438.40
<u>Detective</u>	\$32.06	\$1,282.40	\$66,684.80
<u>Sergeant</u>			
Base	\$33.17	\$1,326.80	\$68,993.60
Step 1	\$34.49	\$1,379.60	\$71,739.20
Step 2	\$35.88	\$1,435.20	\$74,630.40

**FY 2009/2010 (2.6% increase)**

<u>Patrol Officer</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Annual</u>
Base	\$24.05	\$962.00	\$50,024.00
Step 1	\$25.61	\$1,024.40	\$53,268.80
Step 2	\$27.16	\$1,086.40	\$56,492.80
Step 3	\$28.70	\$1,148.00	\$59,696.00
Step 4	\$30.27	\$1,210.80	\$62,961.60
Step 5	\$31.79	\$1,271.60	\$66,123.20
<u>Detective</u>	\$32.89	\$1,315.60	\$68,411.20
<u>Sergeant</u>			
Base	\$34.03	\$1,361.20	\$70,782.40
Step 1	\$35.39	\$1,415.60	\$73,611.20
Step 2	\$36.81	\$1,472.40	\$76,564.80

**FY 2010/2011 (2.9 % Increase)**

<u>Patrol Officer</u>	<u>Hourly</u>	<u>Weekly</u>	<u>Annual</u>
Base	\$24.75	\$990.00	\$51,480.00
Step 1	\$26.35	\$1,054.00	\$54,808.00
Step 2	\$27.95	\$1,118.00	\$58,136.00
Step 3	\$29.53	\$1,181.20	\$61,422.40
Step 4	\$31.15	\$1,246.00	\$64,792.00
Step 5	\$32.71	\$1,308.40	\$68,036.80
<u>Detective</u>	\$33.84	\$1,353.60	\$70,387.20
<u>Sergeant</u>			
Base	\$35.02	\$1,400.80	\$72,841.60
Step 1	\$36.42	\$1,456.80	\$75,753.60
Step 2	\$37.88	\$1,515.20	\$78,790.20

## APPENDIX B

### MEMORANDUM OF AGREEMENT REGARDING IMPLEMENTATION OF THE WORK SCHEDULE

1. Effective with the work schedule for the twenty-eight (28) day work period that begins on Sunday, October 20, 2002, shift requirements as posted by the Chief of Police and requests for use of vacation days, compensatory time, and earned days shall be selected by patrol officers and sergeants 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. In no case shall any patrol officer select the same district more than two (2) consecutive bid periods.

2. Within seven (7) days of the posting, employees must have bid a shift and district assignment and submitted requests for vacation days, compensatory time, and earned days.

3. The Chief of Police or his or her designee shall complete the schedule. The Town and the Union agree that an employee may be moved from his bid shift to accommodate that officer's training; an employee assigned to C-3 (7:00 p.m. to 3:00 a.m., Thursday-Friday off) may be moved to C squad; and detectives may be assigned patrol duties on the A squad to meet the minimum staffing requirement. Effective Sunday, January 9, 2005, the Town and the Union agree that an employee assigned to B-3 (11:00 a.m. to 7:00 p.m., Thursday-Friday off) may be moved to B squad. Otherwise, no employee may be moved from his or her bid shift except by mutual agreement.

4. Not 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 held over four (4) hours. 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.

5. Officers 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.

6. Not later than twenty-eight (28) days prior to the bid cycle, the schedule shall be posted.

7. Additional requests for use of compensatory time and earned days 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.

8. Requests for vacation days and personal days after the schedule is posted and before the requested work day that would otherwise bring the shift below minimum staffing will be approved provided that not more than four (4) positions in the bargaining unit are vacant at any one time. Vacancy is defined as absence due to legitimate compensated absence (i.e. vacation leave, holiday, earned day, personal day, sick day, union leave, funeral leave, or military leave), position vacancy, or training. However, requests for a fifth employee to use such time may be approved only if the vacant shift is voluntarily filled.

9. The Detective shall normally work Monday through Friday on A squad and shall have the option to modify the hours of work with the agreement of the Chief of Police to accommodate the needs of cases. The Chief of Police may assign the detective to work patrol on the A squad only to meet the requirements of minimum staffing.

10. Effective October 1, 2002, no employee shall be ordered to work private duty construction jobs. The Union and the employees understand that contractors shall be entitled to use state or municipal police officers to fill any assignment refused by all employees.

11. Any new positions added to the bargaining unit after July 1, 2009 shall be added to the Department's work schedule as determined by the Chief of Police.

Agreed to: September 27, 2002  
Amended: November 5, 2004  
Amended: Date of Agreement or issuance of interest arbitration award

APPENDIX C

BLUE CROSS/BLE SHIELD OF CONNECTICUT CENTURY PREFERRED  
PLAN

	Effective July 1, 2009
Routine Office Visits	\$15
Specialist Visit	\$15
Preventative Care Visit	\$0.00
Inpatient Services	\$100
Outpatient Services	\$50
Emergency Room	\$50
Urgent Care	\$50
PT/OT/Speech/Chiro	\$0.00
Deductible	\$300/600/900
Co-Insurance	\$1000/2000/3000
OOP Max	\$1300/2600/3900
Rx Copay	\$10/20/35 3-Tier
Mail Order	2x Retail
Max	\$2,000.00
Retail Day Supply	30 days
Mail Day Supply	90 days
MD DAW Allowed	Yes
Member DAW Allowed	No
Quantity/Duration Limits	Yes
Cross Brand Exclusion	Yes
Prior Auth	Yes
Step Therapy	Yes

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