

**AGREEMENT**

**BETWEEN**

**THE TOWN OF CANTON**

**AND**

**UE, LOCAL #222,**

**CONNECTICUT INDEPENDENT LABOR UNION  
LOCAL #34**

**DISPATCHERS**

**JULY 1, 2010 - JUNE 30, 2013**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE		1
ARTICLE 1	RECOGNITION	1
ARTICLE 2	MANAGEMENT RIGHTS	1
ARTICLE 3	UNION SECURITY, DUES REDUCTION	2
ARTICLE 4	SENIORITY	3
ARTICLE 5	HOURS OF WORK	4
ARTICLE 6	HOLIDAYS, VACATION, GOOD ATTENDANCE	6
ARTICLE 7	SICK LEAVE	7
ARTICLE 8	PERSONAL LEAVE	8
ARTICLE 9	FUNERAL LEAVE	8
ARTICLE 10	MILITARY LEAVE	9
ARTICLE 11	UNION ACTIVITIES LEAVE	9
ARTICLE 12	GRIEVANCE PROCEDURE	9
ARTICLE 13	DISCIPLINARY HEARING	11
ARTICLE 14	INSURANCE	12
ARTICLE 15	PENSION	13
ARTICLE 16	RATES OF PAY	14
ARTICLE 17	WORKING RULES AND DIRECTIVES	15
ARTICLE 18	UNIFORMS	15
ARTICLE 19	HEALTH AND SAFETY	16
ARTICLE 20	EDUCATIONAL REIMBURSEMENT	16
ARTICLE 21	STABILITY OF AGREEMENT	17
ARTICLE 22	WORKERS' COMPENSATION	17
ARTICLE 23	GENERAL	17
ARTICLE 24	PRIOR RIGHTS	18
ARTICLE 25	DURATION OF AGREEMENT	18
APPENDIX "A"	WAGE RATES	20
APPENDIX "B"	RETIREMENT PLAN	21

## PREAMBLE

This Agreement is entered into by and between the Town of Canton, State of Connecticut, hereinafter referred to as the Town, and UE, Local #222, Connecticut Independent Labor Union, Local #34, hereinafter referred to as the Union, effective July 1, 2006 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 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, working conditions or conditions of employment as provided for by the General Statutes of the State of Connecticut.

## ARTICLE I RECOGNITION

1.0 The Town hereby recognizes the Union as the exclusive collective bargaining agent, for the purpose of collective bargaining in respect to rates of pay, hours, wages, and other conditions of employment for the unit consisting of all employees as described in C.S.B.L.R. Decision No. 3293 dated April 28, 1995.

## ARTICLE 2 MANAGEMENT RIGHTS

2.0 It is recognized and agreed that the Town, through the Board of Selectmen, the Chief Administrative Officer, and the Chief of Police, has and will continue to retain the exclusive rights, duties and responsibilities to manage and direct the affairs of municipal government in all its various aspects except those specifically abridged, or modified by this agreement. Such functions of the Town include but are not limited to the exclusive rights: to hire, promote, demote, suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees and prescribe reasonable rules to that end; to layoff because of lack of work or because of budgetary considerations and to recall; and to introduce or improve methods or facilities. In addition, the Town shall have the sole rights, responsibilities and prerogatives of management of the affairs of the Town and direction of working forces, including, but not limited to the following:

(a) 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.

(b) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the 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.

(c) To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

2.1 The Town agrees in the exercise of its functions to comply with the provisions of this Agreement and that the provisions of this Article shall not be used by the Town for the purpose of infringing upon any employee's right provided in this Agreement.

2.2 It shall be the policy of the Town that all work which can be properly, safely and economically performed by employees covered by this Agreement shall be assigned to and performed by employees covered by this Agreement.

ARTICLE 3  
UNION SECURITY, DUES DEDUCTION

3.1 As a condition of employment (i) all present employees who are members of the Union upon the effective date of this Agreement shall remain members for the duration of this Agreement and (ii) all employees who are not members shall within thirty-one (31) days after the effective date of this Agreement become members of the Union and remain for the duration of this Agreement. All employees hired hereafter, as a condition of employment, shall become members of the Union on or before their thirty-first day of employment and remain members for the duration of this Agreement.

3.2 The Town agrees to deduct from the salary of all employees covered herein, who authorize in writing such deductions from their salary, such dues and initiation fees as may be fixed and certified to the Town by the Union as allowed by law. The Town will remit to the Union on or before the last day of the month in which such deductions are made, the aggregate of amounts collected, together with an alphabetic list of employees from whose salary such sums have been deducted. Such deductions shall continue for the duration of this Agreement and any extension therefore. The Union agrees that it will save the Town harmless from any claim for damages by reason of carrying out the provisions of this Agreement concerning the deduction from salary of such dues and fees, as herebefore mentioned.

3.3 These deductions will be made on the pay day of each week as specified by the Town and agreed to by the Union.

ARTICLE 4  
SENIORITY

4.1 Seniority shall commence on the day that the employee begins work as a paid full time employee as a Civilian Dispatcher, except as provided in Section 4.3 below.

4.2 An employee's seniority shall be broken and he shall forfeit all rights and benefits under this Agreement if he (1) voluntarily resigns and quits, (2) is discharged, (3) takes a leave of absence for the purpose of working at another occupation, or (4) takes a leave of absence for more than 90 days, unless the leave is for military service or educational programs approved by the Town.

4.3 No employees 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 from the date of hire. 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 procedure of this Agreement. Upon completion of an employee's probation period, his seniority shall date back to date of his original employment with the Town.

4.4 An employee's seniority shall not be lost because of absence due to illness, authorized leave, workers' compensation, vacation, personal leave, military leave, layoff or suspension.

4.5 In the event of any reduction in the number of employees, layoff shall be inverse order of hiring and recall shall be by seniority. Employees shall retain recall rights for a period of twenty-four (24) months from the date of layoff.

4.6 The Town shall prepare a list of permanent employees showing their seniority and time of service with the Town and deliver the same to the Union at the signing of the Agreement. Seniority is the continuous service of the employee in the Town and computed in year, months, and days from the date of hire.

4.7 When new jobs are created, or exist the Town shall post the position for one (1) week and each employee within a department who is interested will have the opportunity to apply for said opening providing he is qualified.

4.8 Employees will be given at least two (2) weeks notice before layoffs are made. The Union will be notified at the same time the employee is notified of layoff.

4.9 Employees who are specially employed by virtue of federal or state funding or emergency programs shall not obtain seniority rights under this Agreement, but should such employee become a permanent employee by specific action of the Town, the seniority of said employee shall date back to the time of the employee's original employment with the Town. This section shall not be construed as any guaranty of employment in the event that Federal or State Funds are discontinued.

4.10 The Town will abide by all applicable federal and state laws pertaining to ADA.

4.11 When a vacancy exists or a new position is created, employees will be considered on the basis of their skill, ability, and seniority. Where the qualifications are substantially equal, the employee with the greatest seniority will be given preference.

ARTICLE 5  
HOURS OF WORK

5.1 The regular work week for Civilian Dispatchers shall consist of five (5) days on and two (2) consecutive days off, forty (40) hours per week, eight (8) hours per day with a one-half (1/2) hour lunch. Dispatchers shall fill the following shifts by seniority: A shift - 7:00 a.m. to 3:00 p.m.; B shift 3:00 p.m. to 11:00 pm.; C shift 11:00 p.m. to 7:00 a.m.; Relief Shift current practice.

5.1a The parties agree that dispatchers shall be required to work during the one-half hour lunch specified in Section 5.1 above except that, if qualified coverage is available during the shift, the dispatchers may be permitted to take a break from the desk to eat their lunch, subject to the approval of the Town and provided such break shall not exceed one-half hour and the dispatchers shall not leave the premises. Dispatchers shall receive their regular rate of pay for such one-half hour lunch.

Full-time dispatchers hired on or before July 1, 2007 shall receive a lump sum of two hundred fifty dollars (\$250) as soon as practicable upon ratification of this Agreement. In addition, full-time dispatchers hired on or before July 1, 2007 shall receive five hundred dollars (\$500) each fiscal year commencing with the fiscal year 2007-2008. Such five hundred dollars (\$500) shall be paid in a lump sum on July 31<sup>st</sup> of each year commencing with July 31, 2007.

Full-time dispatchers hired on or after July 1, 2007 shall receive a lump sum of two hundred fifty dollars (\$250) each fiscal year commencing with the fiscal year 2007-2008. Such two hundred fifty dollars (\$250) shall be paid in a lump sum on July 31<sup>st</sup> of each year commencing with July 31, 2007.

5.2 Employees shall receive time and one-half for all hours over eight (8) hours in any one day, for over forty (40) hours in any one week. Compensatory time off may be credited at the same rate in lieu of overtime pay, provided that an employee may not accrue more than one hundred twenty (120) hours of compensatory time off during any fiscal year period. Any time accrued above one hundred twenty (120) hours compensatory time shall be paid at the employee's overtime rate.

5.3 Dispatcher employees shall receive double time for all work performed on their seventh day and time and one-half for all work performed on their sixth day.

5.4 The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payments.

5.5 Whenever overtime is required, overtime shall be divided as equally as efficient operations permit, among the employees performing similar work in the group. Employees shall be required to meet reasonable overtime schedules unless they are unable to do so because of illness, injury or prior appointment. An employee who refuses overtime will be dropped to the bottom of the call-in list. An employee called in before his normal position shall not lose his regular position on the recall list. A record of overtime worked will be maintained by the supervisor and be available for examination upon request.

5.6 An employee who is told to report to work prior to his regular starting time will be paid for hours worked at the rate of time and one-half up to the start of his regular starting time. If the employee is released prior to the beginning of his regular starting time, he shall receive no less than the equivalent of four hours pay at time and one-half provided he reports to work within thirty (30) minutes of the time he is called.

For the purpose of computing overtime, all paid time shall be considered work time.

5.7a. An employee who is called back to work at the end of his normal work day will be paid for the hours worked at the rate of time and one-half up to the beginning of his next scheduled work day. If the employee is released prior to the beginning of his next scheduled work day, he shall receive no less than the equivalent of four hours pay at time and one-half, providing he reports to work within thirty (30) minutes from the time he is called. For the purpose of computing overtime, all paid time shall be considered work time.

5.7b. Employees performing "matron duty" shall be paid as provided for in 5.7 a. above.

ARTICLE 6  
HOLIDAYS, VACATIONS, GOOD ATTENDANCE

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

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
Good Friday	Christmas Day
Easter	Memorial Day
Independence Day	Labor Day
Columbus Day	

Except as otherwise set forth below and subject to Section 6.2b, employees who work on any of the above listed holidays shall receive one and, one-half (1-1/2) times their regular hourly rate for all hours worked on the holiday. In the event that the holiday falls on the seventh workday of the dispatcher(s) who is/are assigned to work, then such employees shall receive two times (2x) their regular hourly rate in accordance with Section 5.3 for all hours worked on the holiday.

6.2a. For Dispatchers, holidays shall be observed on the official days they occur.

6.2b. An employee who works Shift C, 11:00 p.m. to 7:00 a.m., 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, 11:00 p.m. to 7:00 a.m. on the holiday and completes the shift on the non-holiday shall not receive the premium compensation.

6.3 If an employee is on vacation or sick leave when a holiday occurs, the day will be considered a holiday, not a vacation or sick leave day.

6.4 Vacation periods shall be selected and approved as follows. Vacation requests consisting of five (5) vacation days or less shall be considered on a "first-come, first-serve" basis consistent with the needs of the Town. Vacation requests for greater than five (5) vacation days shall be considered on a seniority basis consistent with the needs of the Town. In all cases, employees must receive advance approval from the department head as to the particular days to be taken for vacation. Advance permission shall be obtained from the Chief Administrative Officer for periods exceeding fifteen (15) consecutive work days.

6.5 In addition to holidays and vacation herein provided, if an employee shall have a perfect attendance record during any ninety (90) consecutive calendar days, he shall receive an extra day off. Absence for personal leave, vacation leave and funeral leave will not mar perfect attendance. Absence for sick leave, or suspension or tardiness will mar perfect attendance. An employee who intends to take perfect attendance time must obtain the permission of his supervisor and shall provide said supervisor with two (2) working days notice. The permission of the supervisor shall not be unreasonably withheld. Such days shall not accrue from year to

year and must be used within one (1) calendar year of receiving them. Earned days on the books as of 7/1/95 are not subject to this provision. Employees hired after 7/1/1999 shall not be eligible to earn perfect attendance time.

6.6 Employees shall receive the following vacation periods, to be determined as of the employee's anniversary date each year:

<u>Length of Service Completed</u>	<u>Number of Vacation Days</u>
Six Months to 1 Year	3 Days
Over 1 Year Less than 5 Years	10 Days
Over 5 Years Less than 10 Years	15 Days
Over 10 Years Less than 20 Years	20 Days
20 Years or More	25 Days

6.7 Full vacations are expected to be taken each year. The maximum accumulated vacation time which an employee can carry over from anniversary date to anniversary date is fifteen (15) vacation days.

6.8 The minimum vacation period which may be taken at any one time is one (1) full day.

6.9 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. Such sums, to be determined by anniversary date, shall be computed by determining the number of days earned on a pro-rated basis and subtracting the number of vacation days expended.

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

ARTICLE 7  
SICK LEAVE

7.1 Each employee shall earn fifteen (15) sick days each calendar year, computed at one and one-quarter (1-1/4) days per month, and said sick days may accumulate up to a maximum of one hundred and fifty (150) days. New hires after 07/01/99 shall earn twelve (12) sick days each calendar year, computed at one (1) day per month, and said sick days may accumulate up to a maximum of one hundred and twenty (120) days.

7.2 Sick leave shall be granted for illness and non-compensable bodily injury or disease. The Town may at its discretion require a doctor's certificate for sick leave after three (3) days or in event there is suspected abuse of sick leave.

7.3 Employees shall report sick as soon as possible but not later than one-half hour prior to the start of their tour of duty, except where sufficiently limiting circumstances exist.

7.4 If an employee loses time because of sickness or injury for which, as an employee of the Town, he is entitled to compensation under the Worker's Compensation Act, he shall receive benefits equal to normal full pay for the period of twelve (12) months, with the Town making up the difference of the amount of such compensation received and the normal amount of such employee's weekly pay.

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

7.6 Upon retirement, layoff, or resignation in good standing, current employees shall be paid for any unused accumulated sick leave on the following schedule: one-fifth (1/5) after completion of three (3) years of service; two-fifths (2/5) after completion of seven (7) years of service; and on-half (1/2) after completion of ten (10) years of service. In addition, the employee shall receive accumulated vacation days. New employees hired on or after July 1, 2010 shall be ineligible for payment of accumulated sick leave under this section.

7.7 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.

## ARTICLE 8 PERSONAL LEAVE

8.1 Each employee shall be granted, with pay, three (3) personal days each fiscal year. Personal days are not cumulative. An employee's supervisor shall be notified two (2) working days in advance in order to obtain the permission of the supervisor for taking any personal days. Such permission shall not be unreasonably withheld by the supervisor. Personal days may be used at the employee's discretion to augment other leave (i.e., vacation, etc.).

## ARTICLE 9 FUNERAL LEAVE

9.1 In the event of the death of an employee's spouse, partner to a civil union, father, mother, father-in-law, mother-in-law; sister, brother, child, step child, step-father, step-mother, step-brother, step-sister, grandparent, son-in-law, daughter-in-law or grandchild, an employee may have time off starting on the date of death and continuing to the date of funeral (not to exceed three days) without loss of regular pay, provided the employee attends the funeral of the deceased. Such days off shall not be charged to sick leave.

9.2 In the event of the death of an employee's 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 10  
MILITARY LEAVE

10.1 Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as it may be amended from time to time.

ARTICLE 11  
UNION ACTIVITIES LEAVE

11.1 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 purpose of negotiating the terms of the Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

11.2 One (1) member of the Union Grievance Committee and the Grievant or two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for purposes of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

11.3 One (1) member designated by the Union shall be given three (3) days annual leave from duty with full pay to attend Union activities, the purpose of which is to improve employees. Such days may be taken at the Union's discretion in one-half (1/2) day increments.

ARTICLE 12  
GRIEVANCE PROCEDURE

12.1 The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

12.2 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) Matters relating to the interpretation and application of the articles and sections of this Agreement.

12.3 Any employee may use this grievance procedure with or without Union assistance. 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 next 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.

(a) Step One. Any employee who has a grievance shall reduce the grievance to writing and submit it within ten (10) working days from the date of the occurrence to the head of the department who shall use his best efforts to settle the dispute. The department head's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days of receipt of the grievance. For purposes of this grievance procedure, "working days" shall mean every Monday through Friday, excluding holidays when the Town Hall is closed.

(b) Step Two. If no agreement is reached with the decision rendered by the head of the department, the employee or his representative shall submit the grievance in writing within ten (10) working days to the Chief Administrative Officer. Within ten (10) working days after receiving such grievance, the Chief Administrative Officer shall render his decision in writing to the aggrieved employee and his representative.

(c) Step Three. If no agreement is reached with the decision rendered by the Chief Administrative Officer, the employee through his representative may submit the grievance to arbitration to the Connecticut State Board of Mediation and Arbitration ("Board") within fifteen (15) working days after receipt of the written decision of the Chief Administrative Officer or if mediation services are used, within fifteen (15) working days after the conference with the State Mediator, and 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 after the second step above provided both parties mutually agree. A request for mediation shall be filed with the Board by the employee or his representative within ten (10) working days after receipt of the written decision of the Chief Administrative Officer.

(e) Meetings. If either of the parties related to the grievance process desires to meet for the purposes 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.

(f) 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.

12.4 Recording of Minutes or Testimony. Either party shall have the right to employ a public stenographer at any step in the procedure, at the cost of the requesting party.

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

12.6 Time extensions beyond those set forth in this grievance procedure may be arranged by mutual written agreement of the Union and Town.

ARTICLE 13  
DISCIPLINARY HEARING

13.1 If at any time the Town elects to have a formal hearing and investigation pertaining to disciplinary action of any employees at which witnesses shall be called and questioned, the employee shall have a right to be represented by counsel of his choice, at that employee's expense and shall have the right to produce witnesses, who shall testify under oath. Each party will have the right to cross examine all witnesses and parties and any party may have a public stenographer present at that party's expense. If formal charges are made against an employee, the employee shall be given a copy of such charges 48 hours prior to the hearing. An employee whose actions are the subject of the hearing shall be given notice of the hearing at least seven days prior to the hearing.

13.2 Internal Investigation Procedures.

Whenever a dispatcher is under investigation for any reason which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:

1. Any questioning of the dispatcher shall be conducted at a reasonable hour, normally when the dispatcher is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police.
2. If a disciplinary hearing is held which follows receipt of a sworn or unsworn statement or complaint, the accused and/or his/her representatives may request information regarding said complaint. The Town shall provide such information pursuant to law.
3. No employee of the Department shall be required to submit to a polygraph test.
4. If the Chief of Police or his designee determines that any charges (be they formal or informal) are to be made against a dispatcher based upon a charge or complaint made by a member of the public, or an inter-department complaint, the employee shall be entitled to be advised of the nature of the allegations against him/her immediately.
5. Any internal affairs investigation that is initiated must be conducted and completed within sixty (60) working days.

13.3 All disciplinary action shall be for just cause, applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause.

13.4 Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

13.5 Verbal and written warnings shall be removed from the records of the employee two (2) years after the application of discipline unless a pattern of repeated conduct is suspected.

ARTICLE 14  
INSURANCE

14.1 The Town of Canton shall provide a program of health insurance as stated in Sections 14.2. Effective upon adoption of this contract, employees shall pay sixteen (16%) percent of the total premium for coverage under Section 14.2. Effective on July 1, 2011, employees shall pay seventeen (17%) percent of the total premium for coverage under Section 14.2. Effective July 1, 2012, employees shall pay eighteen (18%) percent of the total premium for coverage under Section 14.2.

Long Term Disability as specified in Section 14.3 and Life Insurance and Accidental Death and Dismemberment Insurance as stated in Section 14.4 will be provided by the Town at no cost to the employee.

14.2 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.

Routine Office Visits	\$15.00
Specialist Visit	\$15.00
Preventative Care Visit	\$0.00
Inpatient Services	\$100.00
Outpatient Services	\$50.00
Emergency Room	\$50.00
Urgent Care	\$50.00
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 (requires prior auth)
Member DAW Allowed	No
Quantity/Duration Limits	Yes
Cross Brand Exclusion	Yes
Prior Auth	Yes
Step Therapy	Yes

14.3 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.

14.4 Life insurance equal to one and one-half (1-1/2) times the employee's basic annual salary rounded to the nearest thousand dollars and accidental death and dismemberment insurance of five thousand dollars (\$5,000).

14.5 The Town shall have the right to change or alter insurance plans and/or insurance carriers provided, however, that any substitute plan will offer substantially the same level of benefits and privileges provided by the plan(s) in effect and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services. In the event of any change or alteration the Town shall provide the Union sixty (60) days advance notice of the change or alteration.

14.6 The Town shall offer a full-flex Section 125 pre-tax premium conversion account to all union employees for the purpose of allowing employees to meet their insurance premium contribution and to cover medical expenses and dependent care. The Town shall pay the set-up fee, the monthly service fee and the cost of the debit card for each account. The debit card shall be established at the next enrollment period beginning July 1, 2011.

ARTICLE 15  
PENSION

15.1 The memorandum of agreement between the Town and the Union dated February 21, 2001 amending the Town's defined retirement plan for full-time employees is incorporated into and made part of this Agreement and is fully reflected in Appendix "B". The plan was amended to include the following changes as stated below and elsewhere in this article:

1. The effective date of any changes to the Retirement Plan will be as of the date a retirement plan restatement is prepared and signed.
2. The Town shall provide the Union with a copy of the biannual actuarial valuation report upon receipt from the actuary.

3. Each participant shall receive annually, a copy of their individual status in the plan stating their current vested status and projected benefits at normal retirement.
4. The definition of normal retirement benefit shall be 2% of final average compensation multiplied by the number of years credited service.
5. Define "final average compensation" as the member's highest IRS W-2 reported wages which are subject to withholding for Federal Income Tax purposes for three (3) calendar years out of ten (10) preceding Normal Retirement Date.
6. Effective July 1, 2001, members shall contribute four percent (4%) of their gross salary.
7. The Town and the Union agree that this pension document shall remain in full force and effect, and shall not be subject to further negotiations until December 31, 2008.

15.2 The memorandum of the agreement between the Town and the Union dated February 21, 2001 providing for the establishment of a defined contribution retirement plan for all employees hired after July 1, 2001 and the option for current defined benefit participants to withdraw from that plan and join the defined contribution plan is incorporated into and made part of this Agreement. The Town shall contribute six percent (6%) and the employee five percent (5%) of the employee's wages. The employee's contribution shall increase to 6% on July 1, 2011. The employee shall allocate the contributions among investment options chosen by the Plan Administrator.

15.3 The Town will permit and will allow payroll deductions for the employees who choose to maintain a Deferred Compensation Plan (IRC Sec. 457).

#### ARTICLE 16 RATES OF PAY

16.1 The salaries and wages shall be shown on the pay schedules attached to this Agreement.

- a. As reflected in Appendix "A", effective and retroactive to July 1, 2010, a two percent (2.0%) increase shall be granted.
- b. As reflected in Appendix "A", effective July 1, 2011, a two and one quarter percent (2.25%) increase shall be granted.
- c. As reflected in Appendix "A", effective July 1, 2012, a two and one-half percent (2.50%) increase shall be granted.

16.2 Effective and retroactive to July 1, 2006, employees of the Police Department who work other than the day shift shall be paid a shift differential of seventy-five cents (\$.75) per hour for 3:00 p.m. to 11:00 p.m. and one dollar (\$1.00) per hour for 11:00 p.m. to 7:00 a.m. for all hours worked.

16.3 The Town shall have the right to implement a biweekly payroll. The Town shall give the Union and employees at least one hundred twenty (120) calendar days' notice of the change from weekly to biweekly pay.

ARTICLE 17  
WORKING RULES AND DIRECTIVES

17.1 All copies of written working rules and written directives of the Town affecting the working conditions of the employee shall be provided to the Union by the Town, upon request of the President of the Union, at reasonable times.

17.2 Regular full-time employees shall have the first preference for all overtime work before part-time or seasonal employees are used, within the unit and classification requiring the overtime.

17.3 Employees shall be granted reasonable time, up to one half hour off with pay for eating or rest after working four (4) hours overtime in emergency conditions.

17.4 Part-time and seasonal employees may be used by the Town to supplement the work force as well as for other reasons. However, no part-time or seasonal employee shall be employed to perform the primary functions of any member of the Bargaining Unit who is on layoff status.

17.5 The Chief of Police has the authority to order dispatchers to work reasonable overtime. The Chief, or his designee, shall first offer dispatcher overtime assignments to the full-time dispatchers. In the event that such overtime assignments are refused by the full-time dispatchers and if the Chief does not "order in" a dispatcher(s), then such assignments may be filled by other qualified Town personnel.

ARTICLE 18  
UNIFORMS

18.1 The Town shall contract for the purchase of five (5) uniform shirts and two (2) sweatshirts per year for each employee. Note: The Town will make available cardigan style sweatshirts from a qualified vendor to the extent practicable. The Town shall clean and make reasonable repairs to uniforms that are provided by the town.

ARTICLE 19  
HEALTH AND SAFETY

19.1 The Town and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees.

19.2 When employees are required to work for extended periods, no employee shall be required to work more than twelve (12) consecutive hours (including their eight (8) hour regular shift). An employee is guaranteed at least eight (8) hours off (unpaid) for rest after such twelve (12) hour work period.

19.3 Clothing, eyeglasses, watches, dentures, etc., that are damaged under unusual circumstances while the employee is in the course of performing his responsibilities shall be replaced by the Town to the extent that such damage is due in no part to the employee's negligence.

ARTICLE 20  
EDUCATIONAL REIMBURSEMENT

20.1 The Town shall reimburse active full-time dispatchers for tuition for undergraduate college courses in law enforcement, law enforcement related fields, political science, public administration, sociology, psychology, or required core courses for a degree in these areas as approved by the Chief Administrative Officer. In order to receive tuition reimbursement, the dispatcher's request must comply with and be approved by the Chief Administrative Officer in accordance with the following procedures:

At least ten (10) Town Hall business days prior to enrolling in any course for which reimbursement shall be sought from the Town, the employee shall submit to the Chief Administrative Officer for his/her approval a written request with the name, description, cost of the course as well as the individual's course plan (which indicates the courses taken to date and which specifies which courses are core requirements and those that are electives). Such approval shall not be unreasonably denied. Furthermore, such requests shall be addressed in an expeditious manner.

Upon completion of any course for which reimbursement is sought from the Town, the employee shall submit to the Chief Administrative Officer proof of payment to the school and proof of successful completion of the course with a grade of "C" or better.

20.2 Tuition will be paid up to a maximum of 130 credits, or attainment of a bachelor's degree, whichever is less.

24.3 Tuition reimbursement for courses taken other than in Connecticut State Institutions shall require specific approval of the Chief Administrative Officer.

20.4 Approval for requests for tuition reimbursement shall be satisfied within four (4) weeks of presentation of course completion.

20.5 There will be no tuition reimbursement for courses taken prior to employment by the Canton Police Department.

20.6 The Town shall reimburse tuition up to a maximum of the tuition rate charged by the University of Connecticut for in-state students. The Town shall not reimburse for any other expenses, including text books.

ARTICLE 21  
STABILITY OF AGREEMENT

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

ARTICLE 22  
WORKERS' COMPENSATION

Employees covered by this Agreement will come under the terms of the Workers' Compensation Act for injury incurred in the line of duty, and will be retained on regular payroll status for twelve (12) months. Any Workers' Compensation weekly benefits received by the employee will be signed over to the Town of Canton excluding lump sum awards which will not revert to the Town.

ARTICLE 23  
GENERAL

23. The Town shall meet and confer with the Union regarding any purchases of work related items within dispatch or any administrative decision that directly effects the working conditions of the bargaining unit.

23.a The Town shall provide an allocation within the training budget for unit members to acquire additional work related training, in order to develop their skills beyond the State of Connecticut minimum standards for emergency dispatch. Requests for training shall not be denied unless funding for the training budget has been fully utilized.

23.1 The Town shall, as soon as practical, notify the Union in writing of any discharge or dismissal, and the reason or reasons for such action.

23.2 The Town agrees that it will not sub-contract work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so.

23.3 Each employee shall have the right to see his personnel file upon request to the Chief Administrative Officer.

23.4 The Town shall provide bulletin board space for the Union located in the designated areas for the posting of notices concerning Union business and activity.

23.5 The Town shall give each employee a copy of this Agreement.

23.6 The Town shall provide flu shots to employees at no cost to the employee.

23.7 The Town will notify the Union concerning any meetings regarding the regionalization of dispatch operations.

23.8 When an employee is required to be present in court testifying on behalf of the Town, regardless of any other provision herein contained, any dispatcher who is summoned during any period which he/she is not regularly scheduled to duty, shall receive, from the State of Connecticut, the statutory amount of compensation provided in the Connecticut General Statutes. An employee attending court, etc. during regular work hours shall receive his/her regular rate of pay.

Thereafter, he/she shall receive compensation from the Town computed by one and one-half (1-1/2) times his/her base hourly rate, when the total time in court, multiplied by one and one-half (1-1/2) his/her base hourly rate exceeds the amount paid by the State of Connecticut for each day's required testimony. He/she shall receive compensation at one and one-half (1-1/2) times his/her regular basic hourly rate for the actual time spent beyond that compensated by the State, exclusive of mileage.

23.9 Employees shall be reimbursed at the current I.R.S. allowed rate when required by the Town to use their own personal vehicle.

#### ARTICLE 24 PRIOR RIGHTS

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

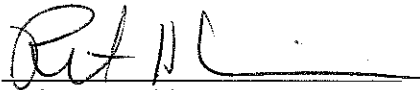
#### ARTICLE 25 DURATION OF AGREEMENT

25.1 Except as otherwise specifically provided, this Agreement shall be effective on signing, and it shall remain in effect for three (3) years. This Agreement shall remain in effect after June 30, 2013, during negotiations until an Agreement is reached and signed to amend or modify this Agreement.

25.2 Any negotiated wage agreement or modification of this Agreement shall be reduced to writing and upon ratification by both parties, shall become a part thereof.

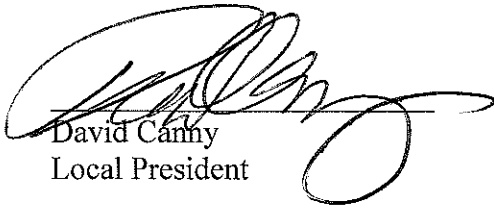
IN WITNESS WHEREOF, the parties hereto have set their hands and seal this \_\_\_\_\_ day of March, 2011.

TOWN OF CANTON,



Robert H. Skinner  
Town of Canton, Chief Administrative Officer

UE LOCAL 222, CONNECTICUT INDEPENDENT LABOR UNION, LOCAL #34



David Canny  
Local President

APPENDIX "A"

HOURLY WAGE SCHEDULE  
911 DISPATCHERS

Effective and Retroactive to July 1, 2010  
(2.00% applied to 07/01/2009 schedule)

ENTRANCE	1 YEAR	2 YEARS	3 YEARS	4 YEARS
\$19.75	\$20.61	\$21.46	\$22.38	\$23.31

Effective and Retroactive to July 1, 2011  
(2.25% applied to 07/01/2010 schedule)

ENTRANCE	1 YEAR	2 YEARS	3 YEARS	4 YEARS
\$20.19	\$21.07	\$21.94	\$22.88	\$23.83

DISPATCHER SUPERVISOR (NO STEPS)  
\$25.82

Effective July 1, 2012  
(2.50% applied to 07/01/2011 schedule)

ENTRANCE	1 YEAR	2 YEARS	3 YEARS	4 YEARS
\$20.69	\$21.60	\$22.49	\$23.45	\$24.43

DISPATCHER SUPERVISOR (NO STEPS)  
\$26.46

TENTATIVE AGREEMENT CONCERNING  
TOWN OF CANTON  
RETIREMENT PLAN FOR FULL-TIME EMPLOYEES OF  
TOWN GOVERNMENT AND BOARD OF EDUCATION

February 21, 2001

As part of the package, all tentative agreements reached prior to the last, November session would be included in the agreement. These included town #1 as amended:

A proposal or item not included in the package would be withdrawn by the party proposing it - Town or Union.

The following proposals would be included in the agreement, as proposed:

Town #7 (deletion of 5.4, concerning social security option)

Town #9 (deletion of 8.2, concerning Town appropriations)

Union #1 (change of all dates to reflect new agreement)

The following proposals would be included in the agreement, with the modifications noted:

Town #3 (defined contribution plan for new employees - see attached)

Town #8 (employee contributions to the defined benefit plan at 4% effective 7/1/01 and, effective as soon as practicable, contributions to the defined benefit plan shall be by salary reduction/pre-tax plan under IRC § 414(?))

Town #10 (duration of agreement from through December 31, 2008)

Union #2 (final average compensation - highest three years within the last ten)

Union #5 (2% benefit formula for those remaining in the defined benefit plan)

ARTICLE II, MEMBERSHIP IN THE PLAN  
SECTION 2:1

CURRENT PLAN:

Town Employees

Each employee who was a Member of this Plan on the day before July 1, 1995, and whose employment with the Town had not previously ceased will continue to be a Member under this Plan on and after July 1, 1995.

Each other employee shall participate in the Plan as a condition of employment with the Town, on the first day of the month following the completion of one (1) month of employment.

Each participating member, when applicable, shall sign an application form as the Plan Administrator prescribes [to] authorize payroll deductions, designate a Beneficiary to receive any Death Benefits hereunder, and furnish such other data as the Plan Administrator deems necessary and desirable.

Board Employees

Each employee who was a Member of this Plan on the day before July 1, 1995, and whose employment with the Town or Board of Education had not previously ceased will continue to be a Member under this Plan on and after July 1, 1995.

Each other employee shall participate in the Plan as a condition of employment with the Town or Board of Education, on the first day of the month following the completion of one (1) month of employment.

Each participating member, when applicable, shall sign an application form as the Plan Administrator prescribes [to] authorize payroll deductions, designate a Beneficiary to receive any Death Benefits hereunder, and furnish such other data as the Plan Administrator deems necessary and desirable.

PROPOSAL:

The following language shall be used for both Town and Board of Education employees:

Each employee who was a Member of this Defined Benefit Plan ("DB Plan") on the day before July 1, 1995-2001, and whose employment with the Town or

Board of Education had not previously ceased will continue to be a Member under this DB Plan on and after July 1, 2001.

Each other employee shall participate in the Defined Contribution Plan ("DC Plan") as a condition of employment with the Town or Board of Education, on the first day of the month following the completion of one (1) month of employment.

Each participating member, when applicable, shall sign an application form as the Plan Administrator prescribes [to] authorize payroll deductions, designate a Beneficiary to receive any Death Benefits hereunder, and furnish such other data as the plan Administrator deems necessary and desirable.

Effective [insert date that is ninety (90) days following ratification of pension agreement], a Defined Contribution Plan shall be established. All employees hired on or after July 1, 2001 shall participate in the Defined Contribution Plan. All employees participating in the Defined Benefit Plan shall have the option to withdraw from said Plan and to enroll in the Defined Contribution Plan in accordance with the provisions outlined herein.

Contributions to the Defined Contribution Plan shall be as follows:

- a) The Town or Board of Education shall contribute two percent (2%) of an employee's Annual Compensation to the DC Plan.
- b) Each employee shall contribute four percent (4%) of his/her Annual compensation to the Plan.
- c) The Town or Board of Education shall match the employee's contribution to the DC Plan to a maximum of four percent (4%) of the employee's Annual Compensation.
- d) The total contribution by the Town or Board of Education to the DC Plan shall not exceed six percent (6%) of an employee's Annual Compensation.

An employee who is a Member of the DC Plan shall have the option to enroll in the DC Plan on the following basis:

- a) The transfer from the DB Plan to the DC plan shall take place at the start of a calendar year. The option to transfer will be offered for January 1, 2002.
- b) An employee who is vested in the DB Plan shall have two transfer options:
  1. The employee may terminate participation in the DC plan and

retain a deferred vested benefit on the same basis as if he had terminated employment. Said employee will commence participation in the DC Plan with a "zero balance."

2. The employee may elect to roll over the DC Plan the present value of his/her accrued benefit in the DB Plan, as determined by the Plan's actuary.
- c) An employee who is not vested in the DB Plan may elect to terminate participation in the DB Plan and to have his/her contributions, with six percent (6%) interest thereon, rolled over to the DC Plan.

Investment options for the DC Plan shall be determined by the Pension Committee. The investment options shall include a menu of choices and the employee shall have the option to direct his/her Plan dollars to one or more of the options. The Pension Committee shall meet and confer with representatives of the Union concerning the choices to be offered. Further, The Pension Committee shall take steps to ensure that informational programs are offered to employees to assist them in directing investments.

Note: The final language concerning the Defined Contribution Plan, as well as any changes required in other sections of the pension plan documents as a result of establishing the Defined Contribution Plan, shall be subject to review and approval by the Town's actuaries and pension counsel.