

AGREEMENT BY AND BETWEEN
THE TOWN OF CHESHIRE
AND
UPSEU LOCAL 424, UNIT 101 – CHESHIRE P.D. DISPATCHERS

July 1, 2020 through June 30, 2024

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AGREEMENT
between
TOWN OF CHESHIRE
and
UPSEU LOCAL 424, UNIT 101 – CHESHIRE P.D. DISPATCHERS

AGREEMENT

Agreement made and entered into between the TOWN OF CHESHIRE (hereinafter referred to as the "Town") and UPSEU Local 424 Unit 101 – Cheshire P.D. Dispatchers (hereinafter referred to as the "Union"), wherein it is mutually agreed as follows:

ARTICLE I
RECOGNITION

- 1.1 The Town recognizes the Union under the provision of Chapter 113 of the Connecticut General Statutes for the purpose of collective bargaining with respect to wages, hours and other conditions of employment as the exclusive representative of the entire unit consisting of all full-time dispatchers.
- 1.2 The Union agrees to represent equally all full-time dispatchers without regard to membership or participation in, or association with, the activities of the Union.

ARTICLE II
RIGHTS AND RESPONSIBILITIES OF THE TOWN OF CHESHIRE

- 2.1.1 Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town of Cheshire pursuant to any charter, general or specific statute, ordinance, regulation or other lawful provisions, over the complete operations, practices, procedures and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town, including, but not limited to, the following: to determine the standards of services to be offered by Town employees; take disciplinary and/or corrective action/ relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations with proper notice and negotiations with the Union pursuant to State law; maintain the efficiency of governmental operations; determine work schedules; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job descriptions with proper notice and negotiations with the Union pursuant to State law; exercise complete control and discretion over its organization and technology of performing its work- and fulfill all of its legal responsibilities. The Town reserves the right to continue the practice by which police officers and supervisors perform work which may be performed by bargaining unit members.

ARTICLE III

HOURS OF WORK

- 3.1 PEDs shall work the following schedule: five (5) consecutive days, eight (8) hours per day followed by two (2) consecutive days off; five (5) consecutive days, eight (8) hours per day followed by three (3) consecutive days off (the 5-2/5-3 schedule).

As a result of the operation of the bid shift system and the changing of bid cycles, a PED may be required to work more or less than five (5) consecutive days in a workweek. The parties recognize this and such a situation shall not effect any obligation of the Town to provide consecutive days off. Additionally, an officer who is impacted by this change will not receive additional compensation during the pay period if there is an increase in the number of scheduled days he/she works, nor will there be a reduction in pay for the pay period if there is a reduction in the number of scheduled days.

Notwithstanding the provisions of the above paragraph, PEDs working an overtime shift on one of their three days off during a week where they are scheduled to work fewer than forty mandatory hours shall be compensated for hours worked at their regular rate of pay (i.e., at straight overtime).

Giveback Days: Management shall designate five (5) giveback days for PEDs. Giveback days are days that employees will be scheduled to work, for no additional compensation, at the direction and discretion of management. Giveback days shall only be scheduled on the first or last day of an employee's three day off cycle so that the employee still has two consecutive days off. Every effort will be made to avoid scheduling giveback days on Fridays, Saturdays or Sundays although it may not be totally avoidable. Examples of giveback day duties include training or ancillary duties. Giveback days shall not be used for regular dispatching duties except under exigent or emergency circumstances. Giveback days shall be assigned with at least two (2) weeks advance notice except under exigent or emergency circumstances.

The parties recognize that during various times throughout the year due to such things as a change in daylight savings time and shift changeover, that the hours and total number of days per week may be at variance with the schedule referenced herein.

- 3.2 It is agreed that the hours of work for PEDs will include a Bid Shift provision, which will take effect on the signing of this agreement. It is further understood by the Town of Cheshire and the Cheshire Police Dispatchers Union that any changes to this provision would have to be mutually agreed upon by both parties.

If the Town decides to create an additional shift, the Town will give the Union at least four (4) weeks advance notice, with the opportunity to negotiate over the effects of that decision.

3.3 Definitions

Employee: all full-time police dispatchers as per Article I of this Agreement.

3.4 Employees shall only be required to work the hours of the work period to which they are assigned, for each cycle, unless work requirements demand otherwise.

3.5 Once designated, and in the manner provided for in Section 3 of this Article, an employee's regular day off shall not be changed, unless work requirements demand otherwise. Such work requirements shall be defined as emergency situations.

3.6 Hours of Work:

"A " Shift-0700 hrs to 1500 hrs

"B" Shift-1500 hrs to 2300 hrs

"C " Shift-2300 hrs to 0700 hrs

3.7 Positions on Each Shift:

When there are five (5) PEDs:

" A " Shift Dispatcher 1
 Dispatcher 2

" B " Shift Dispatcher 1
 Dispatcher 2

" C " Shift Dispatcher 1

When there are four (4) PEDs, at the Chief's discretion:

" A " Shift Dispatcher 1
 Dispatcher 2

" B " Shift Dispatcher 1

" C " Shift Dispatcher 1

When there are three (3) PEDs at the Chief's discretion:

" A " Shift Dispatcher 1

" B " Shift Dispatcher 1

" C " Shift Dispatcher 1

3.8 Staffing

Each shift shall have no less than 2 dispatchers assigned to it with the exception of "C" shift where there will be only one assigned. Any reductions made to the staffing requirement shall be mutually agreed upon by the Town and the Union.

When two dispatchers are scheduled to work, only one dispatcher shall be able to have time off for any reasons unless the dispatcher is using a perfect attendance day as defined in Section 6.5. Perfect attendance days cannot be used on any of the premium holidays.

When two dispatchers are assigned to work the same shift, they shall not be granted overlapping time off.

Perfect attendance days shall not be denied with the exception of premium holidays.

In the event that a Dispatcher requests time off in (1) one hour increments and up to (4) four hours in total which cannot be granted due to staffing concerns. The Chief and/or his designee shall be notified to review the request and based on that review may authorize overtime to cover the portion of the shift that the dispatcher has requested off. For purposes of this section, overtime pay will only be authorized for actual hours worked and the four-hour minimum shall not apply.

- a. The dispatcher working the previous or following shift (relative to when shift shortage will occur) will be offered the Overtime to cover the shift shortage.
- b. If the dispatcher declines the offer, the Overtime will then be offered to the other eligible dispatchers in a likewise manner.
- c. If all dispatchers decline the offer, the Town may offer the overtime to a police officer.
- d. At no time will another employee be ordered in to cover said time off requests.
- e. These overtime coverages shall not be charged in the Dispatcher Overtime Book.

3.9 Shift Bidding

The bid process will commence on September 21st of each year. Members hired into the bargaining unit prior to March 22, 2018, shall continue to bid based on seniority within the department with the most senior member having first choice of shift assignment for each of the four cycles. For members hired into the unit on or after March 22, 2018, the bid order shall be based on seniority within the bargaining unit for each of the four cycles.

Each employee will submit a bid form indicating his/her preference of shift for a given cycle. The employee will also indicate a second and third choice of shift for each cycle.

In the event an employee is denied his/her first choice because of seniority, he/she will be assigned to his/her next most desirable shift based on department seniority.

In the event an employee fails to submit a bid form within the time frame indicated in Section III of this article, he/she will forfeit the right to bid based on seniority for the ensuing cycle. Said employee will then be considered to be the "junior" employee and have the last choice of shift.

3.10 Scheduling

The work year will be comprised of FOUR (4) CYCLES as defined in Section 11 of this Article.

3.11 Cycle of Shifts:

There shall be 4 cycles in a work year.

January 1-March 31

April 1-June 30

July 1-September 30

October 1-December 31

3.12 Day Swaps

Employees can continue to request day swaps in accordance with current practice. If an employee endures a hardship, the employee may swap shifts in accordance with public safety standards with the approval of the Chief or his/her designee.

3.13 Vacations

Vacations shall be granted in accordance with Article X of the current contract.

3.14 Transfers

In the event an officer is transferred/assigned or moved into dispatch for any reason for an expected period of more than fourteen (14) days, to fill a vacancy or in compliance with ATWP, the officer will be considered "junior" and fill whatever slot that is left after the bid process was completed by bargaining unit members.

ARTICLE IV **SENIORITY**

4.1 All issues related to seniority shall be based on rank and time as an employee with the Cheshire Police Department.

4.2 No employee shall attain seniority or other rights under this Agreement until he/she has completed one full year of continuous service as a dispatcher. During such period he/she

shall be on probation and may be terminated by the Town in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of the Agreement. Upon completion of his/her probationary period, an employee's seniority shall date back to the commencement of his/her employment within the bargaining unit.

- 4.3 The accruing of seniority shall not be broken by vacation time, sick time, suspension, injury leave or any approved leave of absence or any call to military service.
- 4.4 If an employee resigns voluntarily or is discharged for just cause, he/she shall lose all seniority.
- 4.5 In the event of a reduction in the work force, layoff shall be in inverse order of rank and hiring and any recall to work shall be by seniority.
- 4.6 The names of all employees on layoff shall be placed upon a recall list to be maintained by the Town Manager or his/her designee. Employees shall be entitled to recall for a period of thirty-six (36) months from the date of their layoff, except as provided below. During this time, such employee shall only be entitled to be recalled in order of seniority (provided that no employee shall be guaranteed any job under this Agreement).

An employee who has been laid off shall be responsible for keeping the Town Manager informed as to his/her current address. The Town shall only be required to send any recall notice to the address which is maintained in the Town's employment records. If that notice is returned as not deliverable, he/she shall be no longer eligible for recall and he/she shall have his/her name removed from the recall list.

An employee notified that an opening exists shall have three (3) working days from his/her receipt of the recall notice, which shall be sent by certified mail, return receipt requested, to notify the office of the Town Manager of his/her availability. The recalled employee must then report to work within three (3) weeks from the receipt of the recall notice, or shall no longer be eligible for recall and he/she shall have his/her name removed from the recall list.

- 4.7 A seniority list of members in the Unit shall be provided by rank to the Union in January of each year. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

ARTICLE V

OVERTIME

- 5.1 The Town shall determine when overtime shall be worked. For all hours worked in excess of forty (40) hours in a week or eight (8) hours in any one day, full-time employees shall be paid at a rate of time and one-half his/her normal hourly rate of pay, provided that no employee shall be entitled to overtime after eight (8) hours in any one

day until the employee has been in a paid status for forty (40) hours in a week. Part-time employees shall not receive overtime pay unless their hours of work shall exceed forty (40) in a week.

Overtime worked and taken in compensatory time in lieu of pay shall be granted at the rate of double time.

An employee working on Sunday, other than his/her regularly scheduled hours, shall receive time and one half the rate of pay for all hours worked.

Holiday pay shall be paid pursuant to Article 9-1. All hours worked on the holidays identified in Article 9.1 which are in excess of the employee's regular shift hours and not already covered by the double-time premium, shall be paid double (x2) the rate of pay for hours worked beyond their regular shift.

- 5.2 An employee who is called back to work outside his/her normal working hours for overtime and reports to work shall be paid a minimum of four (4) hours pay at the appropriate overtime rate except where the work is performed concurrent to their regular shift, in which case they will be paid for actual hours worked.

5.2.1 Late Offer -- An employee who is called to work after the start of the shift he/she shall be entitled to overtime commencing from the time of call providing that the employee arrives at work within an hour of said call.

5.2.2 Short Notice -- An employee who is called to work less than 60 minutes prior to the start of the shift he/she shall be entitled to overtime commencing from the start of the shift providing employee arrives at work within 60 minutes of said call.

- 5.3 Per established practice, dispatcher personnel shall have the first right of refusal for any overtime involving the working of the desk. It does not matter if the vacancy is created by a dispatcher or by a patrol officer, if the vacancy requires overtime to work the desk, the dispatchers have the first right of refusal.

Once the overtime has been assigned, any bargaining unit member giving away overtime must offer said overtime to all bargaining unit members, prior to offering to police officers. When there is a need to fill a shift assignment due to the absence of an employee, the Town may fill the position with a police officer in accordance with its past practice.

In the event a shift cannot be filled voluntarily, the first contacted dispatcher shall be ordered in.

- 5.4 Employees on vacation cannot be assigned or ordered to work during their vacation period, unless work requirements demand otherwise. Such work requirements shall be defined as emergency situations. Employees may, however, take overtime from another employee, or be voluntarily assigned overtime, without adversely affecting his/her vacation status.

- 5.5 Any employee required to return to duty or stay in excess of the regular work day to make a court appearance related to occupational conditions shall be paid time and one-half in accordance with Sections 5.1 and 5.2.
- 5.6 For purposes of attending approved workers' compensation appointments that are not during the employee's regular shift or contiguous to the employee's regular work shift, the employee will be compensated a minimum of two (2) hours of overtime pay.

ARTICLE VI

SICK LEAVE

- 6.1 Employees shall be eligible for sick leave, with pay, which shall be accrued at a rate of one and one-quarter (1 1/4) days per month (15 days per year) to a maximum accumulation of one hundred fifty (150) days.
- 6.2 Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but rather shall be used **only** for the following purposes:
- a. Personal illness, physical incapacity or non-compensable bodily injury or disease.
 - b. Enforced quarantine in accordance with public health regulations.
 - c. To meet medical or dental appointments in excess of two (2) hours in duration when an employee has made reasonable efforts to secure appointments outside his normal working hours, provided that the Chief is notified at least one (1) day in advance of the day in which the absence occurs.
 - d. A maximum of five (5) paid sick leave days per year may be used in the event of a serious illness involving a member of the employee's family. Such five (5) days shall count towards the FMLA limit.
 - e. Sick Leave shall be charged in one hour increments.
- 6.3 On the first day of an absence from work due to an illness, the employee shall report his/her illness to his/her supervisor at least one (1) hour prior to the beginning of his/her scheduled work assignment. Such employee is obligated to keep his/her supervisor informed of his/her health status and ability to return to his/her scheduled work assignment at least one (1) hour prior to the start of the scheduled work assignment on a daily basis or as agreed to by the supervisor and employee. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with the provisions of this section due to extenuating circumstances.
- 6.4 The Chief of Police or in his absence his designee, may require a medical doctor note for an absence of three (3) days or more.

A medical doctor note shall also be required as set forth below.

The Town may require a medical doctor note in the event of continued excessive use, or where the Town has a reasonable suspicion based on objective facts that the employee is abusing the sick leave privilege. A medical doctor note with respect to continued excessive use shall only be required after an employee has been notified on a prior occasion that said employee's sick leave usage is being monitored and only for a period of up to one year as long as the pattern that led to the reasonable suspicion of abuse or excessive use has abated. In the event that the Town requires a medical doctor note, the Town will pay the reasonable costs associated with a medical doctor note which are not covered by the medical insurance provided by the Town as well as any additional medical costs incurred by the employee which would have been covered by his/her medical insurance had the employee not been required to obtain a medical doctor note. The Town may investigate any absence for which sick leave is requested.

If it is determined that an employee has abused the provisions of this Article, said employee shall be subject to disciplinary action.

- 6.5 Perfect Attendance - an employee who has successfully completed his/her probationary period shall receive one (1) day off with pay for each calendar quarter (January-March, April-June, July-September, October-December) of perfect attendance (excluding authorized leave for vacation, holidays, personal leave, comp days and comp time, and bereavement) commencing on the calendar quarter following the end of their probationary period. The maximum days off which may be earned under this provision shall not exceed four (4) per calendar year. Time off earned in accordance with this provision must be taken within 12 months of the date it is earned. Perfect attendance days cannot be used on premium holidays or when such work requirements shall be defined as emergency situations. Perfect attendance days used outside of premium holiday and emergency situations cannot be denied and if overtime is needed to cover the personnel using the perfect attendance day, then overtime will be hired.
- 6.6 Upon retirement, death or voluntary resignation, an employee shall receive credit for accumulated sick leave as follows and payment for same shall be made within thirty (30) days of the employee's retirement, death or voluntary resignation. In the event of an employee's death, the payment shall be made to the employee's beneficiary, or if none, to his/her estate.

<u>Years of Service</u>	<u>Percentage of Accumulated Sick Leave to be Credited</u>
5 years but less than 10 years	15%
10 years but less than 15 years	25%
15 years or more	33%

ARTICLE VII
INJURY LEAVE

- 7.1 Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties. Employees of the Town are covered by workers' compensation insurance and are paid stated amounts due to injuries sustained on the job. The Town, in case of injury leave, shall supplement the payments of the insurance company so that the employee will receive full pay during his/her absence, for a period not to exceed nine (9) months. In the case of injuries causing temporary disability and for absences of three days or less, the Town shall pay the employee's regular salary for such period since payments are not made under workers' compensation insurance for such accidents. In the event of permanent total disability resulting from an accident occurring on the job, supplemental payments may be made for a period not to exceed nine (9) months.
- 7.2 All payments on injury leave shall be made subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee.
- 7.3 Employees must comply with the Town's Alternate Temporary Work Program.

ARTICLE VIII
FUNERAL/BEREAVEMENT LEAVE

- 8.1 Special leave of five (5) working days with pay shall be granted an employee in the event of death of:

Spouse Mother Sister Grandchild
Father Child Brother
(Including Step-parents and step-children)

- 8.2 Special leave of three (3) consecutive working days with pay shall be granted an employee in the event of death of:

Employee's Grandfather
Employee's Grandmother
Father-in-law
Mother-in-law
Brother-in-law
Sister-in-law

- 8.3 Special leave of one (1) working day with pay shall be granted an employee in the event of the death of:

Employee's Niece	Spouse's Grandmother
Employee's Nephew	Spouse's Grandfather
Employee's Aunt	
Employee's Uncle	

- 8.4 In the event an employee must attend an out-of-state funeral, the Chief of Police, at his sole discretion, may grant additional time off.

ARTICLE IX

HOLIDAYS

- 9.1 The following shall be recognized holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day (as observed)
Lincoln's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Easter	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

Each PED shall receive one (1) day off, with pay, on each of the above holidays whether worked or not, except for Christmas Eve Day for which only those employees whose shift commences between 6:00 a.m. and midnight on said day, and who actually work said shift, shall receive four (4) hours off with pay. Such days off shall be taken only with the approval of the Chief of Police or his/her designated representative. Subject to the approval of the Chief or his/her designated representative, an employee may be allowed to take compensatory days off preceding his/her vacation period or following his/her vacation period. An employee who actually works on Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at a rate of double time his/her regular rate of pay. Only those employees whose shift commences between 11:00 p.m. the night before and 10:59 p.m. on Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be considered to have actually worked on said holidays.

- 9.2 Each employee may accrue no more than fifteen (15) such compensating days off. Any such accrued day off in excess of fifteen (15) must be taken and used within sixty 60 days following the holiday.

- 9.3 In the event of termination of employment of any member, the employee or his/her survivors shall receive payment in a lump sum equal to the number of accrued holidays, to a maximum of thirteen (13) times the rate of pay for such member, to be paid within thirty (30) days following such termination.
- 9.4 Any Town Hall closing declared by the Town Manager and compensated in the form of time off with pay for all non-emergency Town employees shall be granted in a like manner to members of the bargaining unit.

ARTICLE X **VACATION**

- 10.1 Employees shall be granted a leave with pay for the purpose of taking a vacation. The vacation year for each employee shall commence on his or her anniversary date of employment with the Town. Vacation leave is based on length of service and is accrued or earned on a monthly basis as follows:

<u>Length of</u> <u>Continuous Service</u>	<u>Vacation Leave</u> <u>Earned per Year</u>
1 year but less than 5 years	10 days (2 weeks)
5 years but less than 10 years	15 days (3 weeks)
10 years but less than 20 years	20 days (4 weeks)
20 years or more	25 days (5 weeks)

For employees hired after the effective date of contract, employees shall be granted a leave with pay for the purpose of taking a vacation. The vacation year for each employee shall commence on his or her anniversary date of employment with the Town. Vacation leave is based on length of service and is accrued or earned on a monthly basis as follows:

<u>Length of</u> <u>Continuous Service</u>	<u>Vacation Leave</u> <u>Earned per Year</u>
1 year but less than 5 years	10 days (2 weeks)
5 years but less than 10 years	15 days (3 weeks)
10 years or more	20 days (4 weeks)

- 10.2 A. An employee may take earned vacation leave during the employee's vacation year with proper notification. The minimum vacation leave shall be one-half of the employee's normal work day.

B. A maximum of fifteen (15) days of earned vacation leave may be carried over to the next vacation year.

10.3 Vacation bidding

Choice of vacation for PEDs shall be determined by a bid process in the order of seniority within the bargaining unit. Said requests must be submitted in writing beginning on January 21 of each year to the Chief for the ensuing twelve (12) month period. Successive bids shall be submitted with two intervening days until the bid selection process is completed. (Ex. Most senior bids on 1/21; 2nd most senior bids on 1/23, 3rd most senior bids on 1/25 and so on through the seniority list.) Employees who do not submit said request by his/her bid date may select whatever vacation period is available. Employees may change a selected vacation period subject to availability.

Dispatchers assigned to the same shift shall be prohibited from scheduling overlapping vacation periods, inclusive of regular days off, unless there are three dispatchers assigned to the shift at the time of the bid process.

- 10.4 Employees who are eligible for vacation and whose employment is terminated shall be paid in an amount equal to all accumulated vacation earned but not taken.
- 10.5 Vacation time may be used by employees in addition to or in lieu of sick leave with the approval of the Chief and the Town Manager.
- 10.6 Employees may start their vacation any day of the week, with approval in advance from the Chief of Police or his/her designee.
- 10.7 Employees with continuous prior service with the Town before becoming a member of the bargaining unit shall have their vacation leave determined by total continuous length of service with the Town.
- 10.8 In the event an employee dies while still employed and he/she has accrued vacation time at the time of death, the Town will pay to his/her estate such accrued vacation time.
- 10.9 An employee who becomes ill while on vacation may not charge such illness to sick leave unless that illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with the Chief and/or his designee.

ARTICLE XI

POSITION CLASSIFICATION AND WAGES

11.1

The parties agree to a four year contract (July 1, 2020 to June 30, 2024) with the following wage increases:

Effective and retroactive to January 1, 2021, the wages in effect on June 30, 2020 shall be increased by two and three fourths (2.75%) percent.

Effective July 1, 2021, the wages in effect on June 30, 2021 shall be increased by two and a quarter (2.25%) percent.

Effective July 1, 2022, all wage rates in effect on June 30, 2022 shall be increased by two and a quarter (2.25%) percent.

Effective July 1, 2023, all wages in effect on June 30, 2023 shall be increased by two and a quarter (2.25%) percent.

11.2 Longevity

a) Each employee in the bargaining unit who has or will have completed a certain number of years of service as a member of the bargaining unit shall receive a longevity payment each fiscal year, which shall be paid within 30 days of the employee's anniversary date of employment as a Cheshire police employee, in accordance with the schedule below.

YEARS OF SERVICE

(1) 5 years but less than 10 years	1.00% of base wage
(2) 10 years but less than 15 years	1.25% of base wage
(3) 15 years or more	1.50% of base wage

Employees who have qualified for longevity as of the date of the signing of this agreement shall maintain their eligibility for this payment.

b) In the event of the death of an employee who is entitled to a longevity payment, said payment shall be paid to his/her surviving spouse. In the event the employee is not survived by a spouse, said payment shall be paid to his/her estate.

c) An employee, who is discharged, or other-wise released from the Department for disciplinary reasons, shall not be eligible for a longevity payment for the fiscal year in which he/she leaves. Any employee who is otherwise eligible, and retires, shall receive a prorated longevity payment for the year which he/she retires.

11.3 PED-1s and PED-2s assigned to B and C shifts shall be paid annual shift differentials of \$ 127.50 per cycle for B shift up to \$510 maximum and \$ \$263.75 per cycle for C shift up to \$1,055 maximum to be paid within 30 days from the end of each work cycle for the pro-rated amount of time spent on the B and C shift during the previous work cycle.

11.4 Effective January 1, 2017, all members of the bargaining unit will be paid through direct deposit.

ARTICLE XII
EDUCATIONAL INCENTIVE AND EDUCATIONAL ASSISTANCE

- 12.1 Members of the bargaining unit who wish to pursue formal courses of study on their own time outside of normal working hours which will contribute to their ability and skill to perform as employees of the Police Department may apply to the Town Manager in writing for financial assistance in the form of reimbursement for the cost of tuition and textbooks, for approved applications, upon successful completion of the course (final grade of "C" or better).
- 12.2 No employee shall receive educational assistance in any calendar year in excess of sixteen hundred dollars (\$1,600), subject to Section 12-3 below.
- 12.3 At the discretion of the Town Manager and if sufficient funds are available, educational assistance may exceed sixteen hundred dollars (\$1,600) per year.
- 12.4 The employee shall be an active employee to request reimbursement. Balances owed to an employee after degree or non-degree completion shall be paid until balance is paid or separation from employment occurs, in an annual amount not to exceed the amount allowed in 12.2. At the time of separation, any balances existing shall not be paid.

ARTICLE XIII
INSURANCE

- 13.1 Each full-time employee may elect to participate in the Town of Cheshire group medical and life insurance plans for the individual employee and/or his family in accordance with the terms and conditions of said plans. The Town and the employee shall share the costs of premiums in accordance with the coverage option selected by the employee following.

The Town of Cheshire will provide employees the option to select and enroll the employee and eligible family members in one of the following plans:

- A. Cigna Open Access Plus Network (OAPN) Plan
- B. High Deductible Health Care Plan

OAPN shall be as follows:

\$35 per office visit co-payment, emergency room visits subject to a \$100 co-payment per visit, inpatient visits subject to a \$250 co-payment per visit, outpatient visits subject to a \$250 co-payment per visit, urgent care visits subject to a \$75 co-payment per visit and specialist office visits subject to a \$45 co-payment per visit with three tier prescription drug coverage with prescription co-pays of \$15, \$40 and \$50, with employees contributing . 17% of the premium effective with the execution of the contract; 18% effective on July 1, 2021; 19% effective on July 1, 2022; and 20% effective July 1, 2023.

The Town will offer alternate coverage through a High Deductible Health Care plan which shall be in lieu of the OAPN offering above. Such plan shall have the following deductibles and co-insurance:

- \$2000 individual, \$4000 for two person or family coverage effective January 1, 2020;
- 0% in network co-insurance;
- 20% co-insurance out-of-network;
- Out of pocket maximums: \$1,500 individual or \$6,000 two person or family coverage; out of network only.
- Prescription coverage managed by Cigna included in the above deductibles with co-pays of \$5, \$10 and \$15 after deductible is reached.

The Town will contribute into a Health Savings account each year for each employee selecting the High Deductible Health Care plan, \$1,000 for single coverage and \$2,000 for two person or family coverage.

Employees selecting the High Deductible Health Care shall contribute towards the cost of the insurance as follows: 10% effective with the execution of the contract; 11% effective January 1, 2022; 12% effective January 1, 2023; and 13% effective January 1, 2024.

The Town will provide all enrolled employees with a Plan Benefit summary of their coverage to be provided by Cigna.

In the second year of the Agreement and all subsequent years of this Agreement for those employees who maintain participation in the wellness incentive program and meet the employee specific health goals established by the wellness program provider, a health care premium rate 2% lower than the applicable premium set forth above in Section 13.1.

The parties agree that to receive the wellness incentive premium rate reduction that the employee in the twelve months immediately preceding the start of the program year shall complete a personalized health assessment and a personalized biometric screening; and at least one of the following preventive services such as annual physical, annual OB/GYN exam, mammogram, colon cancer screening, cervical cancer screening and prostate cancer screening. Flu shots are recommended but do not count toward the three requirements.

The insurance carrier shall provide to the Town on or about June 1 of each year the names of employees who have qualified for the premium reduction.

Each full-time employee may elect to participate in the co-pay dental plan with Dental Rider A or an equivalent plan for the individual employee and his/her family.

- 13.2 The Town will continue to provide a Section 125 Plan for contributions to the medical insurance plans, to the extent allowed by law.

- 13.3 Employees shall be provided group life insurance in an amount equal to the employee's annual base salary.
- 13.4 For all insurance plans, the Town reserves the right to change insurance carriers and/or to self fund the insurance coverages. The Town agrees to consult with the Union sixty (60) days prior to any change. In the event the Town changes insurance carriers and/or self funds insurance coverages, the resulting change will result in the benefits and health and medical services being equal to or better than the existing benefits and health and medical services.

ARTICLE XIV
PENSION AND RETIREMENT PLAN

- 14.1 Only employees hired prior to July 1, 2006, shall be eligible for pension benefits In accordance with the provisions Of the Town of Cheshire Retirement Plan as contained In the Code of Ordinances of the Town of Cheshire, Section 2-131 through 2-142, which plan will be revised as follows:
- A. Employee Contribution: Employees will contribute 3.5% of their W-2 compensation. Beginning July 1, 2014, the contribution will be 3.75% and beginning on July 1, 2015, the contribution will be 4%.
 - B. Normal Retirement Date: Normal retirement date will be the first day of the month coinciding with or next following a participant's 65th birthday, or, if earlier, the date upon which the participant's age plus his/her completed years of credited service equal eighty (80).
 - C. Normal Retirement Benefit: The annual retirement benefits is 2% of final average compensation multiplied by participant's credited service, not to exceed 30 years.
 - D. Death Benefits: If a participant dies while employed by the Town after satisfying the plan's vesting requirements, his/her spouse shall receive a monthly benefit for life or until he/she remarries- This monthly benefit will start on the participant's earliest retirement date and will be computed as if the participant had retired on his/her earliest retirement date and elected a joint and survivor option form of payment. In no event will the spouse receive less than the participant's employee contributions accumulated with interest up to the date benefit payments start.

If a participant dies before satisfying the plan's vesting requirements, with no spouse, or after terminating employment with vested rights, such participant's employee contributions accumulated with interest up to his/her date of death will be paid to his/her beneficiary.
 - E. Vesting: A participant who terminates employment with five or more years of credited service has a vested right to a percentage of his/her accrued benefit at the time of termination according to the following table:

<u>Completed Years of Credited Service</u>	<u>Vested</u>
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

Such a vested accrued benefit shall be payable at age sixty-five (65).

- F. Funding: The Town pays for the cost of the plan which exceeds the employee contributions.
- G. If a participant elects a contingent annuitant option for his/her spouse and the spouse predeceases the participant then the pension benefit will revert back to a single life annuity on the first of the month following the death of the spouse.
- H. The reduction factor for early retirement will not be greater than three percent (3%) for each year from a participant's fifty-fifth (55th) birthday until he/she attains age sixty-five (65). This does not apply to the provisions of Section 14.1B (magic combo)
- I. The employee will be able to make contributions through a 414(h)(2) IRC Plan, to the extent allowed by law.
- J. Any employee hired after July 1, 2006, will be enrolled in the Town's 457 (b) Deferred Compensation Plan. Such enrollment will be in lieu of participation in the Town's Retirement Plan. The Town will contribute an amount equal to 6% of the participant's base wages to the 457 (b) Plan, effective July 1, 2009. The participant can also contribute to the Plan up to the maximum limits permitted by the Internal Revenue Services Code governing this Plan.
- K. Any employee hired prior to July 1, 2006, will have a one time service option to closeout participation in the Town's Retirement Plan and to be enrolled in the Town's 457 (b) Deferred Compensation Plan at the percentage contribution rate in effect at the time of the enrollment.

ARTICLE XV

UNION BUSINESS LEAVE

- 15.1 Members of the Union negotiating committee, not exceeding a total of three (3) members, 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 contract when such meetings take place during such members' duty hours.

- 15.2 One (1) member of the Union grievance committee and the grievant(s) shall be granted leave, with full pay, for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place during such members' duty hours.
- 15.3 Officers and members of the Union, not to exceed two (2) shall be granted leave from duty with full pay for Union business, such as attending labor conventions, educational conferences or Council conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed three (3) working days in any fiscal year that will result in overtime pay. However, the bargaining unit will be allowed an unlimited number of days for this purpose when it will not result in overtime pay. All such leaves shall be requested at least one (1) week in advance of the leave whenever possible.

ARTICLE XVI **DUES DEDUCTION**

- 16.1 The Town agrees to deduct from the pay of all its full-time and part-time employees, who individually and in writing authorize such deductions from their wages, such membership dues, as may be fixed by the Union.
- 16.2 The deduction for any month shall be made during the first payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deduction has been made, no later than the 28th day of the month, for which such deduction has been made.
- 16.3 The employer's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if a terminated employee is recalled or reinstated.
- 16.4 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits, or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.
- 16.5 In the event that Agency Fee union deductions become permissible by State and/or Federal law as a condition of employment, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by UPSEU from those employees who individually and in writing authorize such deductions. The parties further agree that such Agency fee union deductions shall be remitted to UPSEU either weekly, bi-weekly, or on a monthly basis.
- 16.6 The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) days the following information as it relates to new hires: (1) first and last name; (2) work location/department; (3) pay rate; (4) work phone number; (5) work email address; and (6) home address.

- 16.7 The Union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

ARTICLE XVII
GRIEVANCE AND ARBITRATION PROCEDURE

- 17.1 For the purposes of this Agreement, a grievance shall be defined to mean a dispute between an employee and/or the Union with the Town over the interpretation or application of a specific section of this Agreement. Such grievances must be filed within seven (7) working days after the occurrence of the event giving rise to it and shall be handled in accordance with the procedure set forth below. When used in this Article to determine when filings and answers must be made, working days shall mean Monday through Friday, but shall exclude any intervening holidays which are covered by this Agreement.
- 17.2 Any employee who has a grievance may, in company with the representative of the Union, if he/she so desires, discuss the matter with the Deputy Chief, as designated by the Chief. If no satisfactory settlement is reached at this step, the grievance may then be put in writing by the employee, setting forth a specific section of the Agreement involved, and submitted to the Chief of Police within five (5) working days from the date of the above meeting.
- 17.3 If submitted to the Chief of Police, he will answer the grievance in writing within ten (10) working days after its receipt.
- 17.4 If unsatisfactory, the grievance may then be submitted within five (5) working days after receipt of the Chief's answer to the Town Manager, who will meet with the Union within fifteen (15) working days thereafter. The Town Manager shall have ten (10) working days after such meeting to answer the grievance in writing.
- 17.5 Arbitration - The Town and Union recognize the unique nature of a bargaining unit of less than five (5) employees, and that the cost of arbitration could be expensive. The following procedure will be followed:
- A. If the Union decides to pursue a grievance to arbitration it must notify the Chief and the Town Manager within ten (10) working days of the Town Manager's answer to the grievance, that it intends to appeal the matter to arbitration (Notice of Intent). This notice must be provided prior to submitting the matter for processing to arbitration. Following receipt of the Union's Notice of Intent, the Town will have ten (10) working days to reply to the Union, designating the CSBMA (Connecticut State Board of Mediation and Arbitration) or private arbitration or the AAA (American Arbitration Association) as the dispute

resolution agency. If the Town falls to respond within ten (10) working days, or indicates that the SBMA is the acceptable dispute resolution agency, the Union will have ten (10) working days to submit the grievance to the SBMA.

- B. If the Town elects to use private arbitration or the AAA, it will notify the Union of the selection within ten (10) working days of its receipt of the Union's Notice of Intent.
 - C. If the Town elects private arbitration, the parties will have ten (10) working days to select a private arbitrator. If the parties are unable to agree on a private arbitrator, then the matter will be submitted to the AAA.
 - D. In the event the Town elects private arbitration, the Union shall be responsible for the same amount of money as it is charged by the SBMA (for the filing fee). In addition, the Town will assume 90% of the costs of the private arbitrator and/or the fees and expenses of the AAA and the arbitrator, with the Union being responsible for the balance.
- 17.6 The arbitrator shall bear and decide only one grievance at a time. His/her award shall be final and binding as provided by law. The arbitrator shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from or in any way modify or alter the provisions of this Agreement.
- 17.7 Any time limits specified within this Article may be extended by mutual agreement of the Town and the Union, provided that, if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.

ARTICLE XVIII

DISCIPLINARY PROCEDURE

- 18.1 Employees shall not be discharged or disciplined without just cause.
- 18.2 Disciplinary actions shall not be inconsistent with the infraction for which disciplinary action is being applied and shall normally be applied in the following order:
- a. Verbal warning
 - b. Written warning
 - c. Suspension without pay
 - d. Discharge

It is agreed that the Town has the right to vary the above procedures when an offense is of such nature as to warrant suspension or discharge.

- 18.3 All written discipline must be given to the employee with the reason stated. A copy of this warning will then be given to the Union President within five (5) working days of the discipline.
- 18.4 Each employee shall have the right to see and review his/her personnel file twice a year upon written request with the Chief of Police or his/her designee. Such review shall be by appointment only, and during regular business hours of the office staff. The Town shall provide at no cost copies that the employees may request from his/her personnel file. An employee shall have the right to respond to any material in the personnel file, and have such response made part of the file.
- 18.5 Employees subject to discipline shall have the right to Union representation.

ARTICLE XIX

CONDUCT OF EMPLOYEES

- 19.1 A Town employee is prohibited from engaging in any conduct which would reflect unfavorably upon Town service as indicated in the Town's Personnel Rules and Regulations, "Conduct of Employees," dated April 2001, as amended, and the Policies and Procedures in the Memorandum of the Police Department. Copies of the policies and procedures of the Police Department and any other changes or modifications shall be provided to the Union President.
- 19.2 An employee may engage in employment outside his/her Town employment, except that no outside employment shall be in conflict of interest with Town employment. Accordingly, any employee engaging in outside employment shall advise the Chief and his/her designee of the same, solely for the purpose of determining whether a conflict of interest with Town employment exists. An employee whose outside employment is determined to be interfering with the employees regular duties in the employment of the Town shall vacate said additional employment or be subject to dismissal.
- 19.3 Preference to Town Employment - Any employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her regular Town duties first.

ARTICLE XX

NO LOCKOUT - NO STRIKE

- 20.1 The Town expressly agrees that it will not lock out the employees covered by this Agreement during its term.

- 20.2 The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, work stoppages, mass absenteeism or other similar forms of interference with the operation of the Department.

ARTICLE XXI **NO DISCRIMINATION**

- 21.1 There shall be no discrimination, coercion or intimidation of any kind against any employee of the Town, applicant for employment with the Town or candidates for promotion, for any reason whatsoever including but not limited to, marital status, age, sex, race, creed, color, religious belief, national origin, ancestry, union activity, or handicap, except in the case of a bona fide occupational qualification or need, either by the Town or by the Union.

ARTICLE XXII **DRUG FREE WORKPLACE**

The problem of substance abuse in our country is so pervasive, that it affects every individual and employer. As a public entity, the Town of Cheshire believes it has responsibility to make the prevention and treatment of substance dependency a priority among its employees.

Drug and alcohol use on the job, and substance dependency in general, impair an employee's judgment and performance. An impaired employee is a threat to his/her own safety as well as that of fellow employees and the public. Therefore, the Town of Cheshire and the Union agree to the following procedures dealing with substance abuse that encourage training, education, and referral in order to maintain a drug free, safe, healthy work environment for all its employees; and to protect the public. This policy will also assist in reducing incidents of accidental injury to persons or property.

Toward this end, the Town will conduct educational programs on substance abuse for all employees and provide supervisory personnel with appropriate training in evaluation and documentation so that they will be better able to identify those employees who may be at risk of having or developing a substance abuse problem and to protect employees' rights and opportunities under this policy. Only in this matter will at risk employees be able to receive early intervention and appropriate referral as a means to avoid disciplinary action resulting from poor job performance or violations of rules and/or regulations concerning alcohol and controlled substances. Early intervention will also provide an opportunity to prevent the further progression of abuse.

Section I - Applicability

This policy shall be applicable to all bargaining unit employees in the Cheshire Police Department.

Section 2 - Definitions

- A. Alcohol or Alcoholic Beverages - means any beverage that has an alcoholic content.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug - means any substance prescribed by a licensed medical practitioner for the individual's consumption.
- D. Illegal Drug - means any drug or controlled substance, the sale, possession or consumption of which is illegal.
- E. Supervisor - means the Officer or Acting Officer who is the employee's immediate supervisor in the chain of command, or the Chief of Police or his designee.
- F. Employee Assistance Plan - means Employee Assistance Program provided by the Town of Cheshire or any agency/entity the Town has contracted with to provide said Program.
- G. Union President - means President of Local #40, Connecticut Independent Labor Union or his/her designee.
- H. Probable Cause - means circumstances sufficiently strong to warrant a cautious person to believe that a violation of the policy has been committed.

Section 3 - Employee Assistance program

- A. Any employee who feels that he has developed in addiction to, dependence upon or problem with alcohol or drugs is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by a Supervisor.
- B. "Self-referral" confidentiality will be maintained between the employee seeking help and employee assistance personnel.
- C. If an employee enters a rehabilitation program their progress will be monitored by the Chief of Police who shall maintain full confidentiality of such reports.
- D. Rehabilitation itself is the responsibility of the employee- For any employee enrolled in a formal treatment program, the Police Department shall grant rehabilitation leave out of accumulated sick leave. Out-patient care may be charged to sick leave. An employee using up accumulated sick leave may be allowed to use vacation and other accumulated leave time. An employee may request an extension of sick leave, with or without pay, for rehabilitation purposes; however, the failure of the Town to grant said extension shall not be a grievable matter by the employee or the Union.

- E. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 3(D) above, The employee must have been employed at least one year, must maintain at least weekly contact with the Chief of Police, and must provide certification, in a form acceptable to the Town, that he/she is continuously enrolled in a treatment program and actively participating in that program.
- F. Upon successful completion of treatment, the employee may be returned to active status without reduction of pay, grade or seniority.
- G. The employee's career and promotability are not diminished due to any application for assistance or involvement in a treatment program.

Section 4 - Rules and Regulations Governing Alcohol and Controlled Substances

- A. The use, consumption, possession, manufacture or distribution of alcoholic beverages and/or illegal substances by employees while at work or on Town property during working hours is strictly prohibited.
- B. Employees shall notify the employer in writing of his/her conviction for a violation on a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- C. Employees shall not report to work or remain in work while legally impaired by alcohol or other illegal substances.
- D. Employees taking prescription or over the counter drugs that impair their ability to perform the duties and responsibilities of their position should notify their supervisor prior to reporting for work. If an employee reports to work in an impaired condition, he/she shall not be permitted to work and will be charged with a sick day, comp day or comp time, at the employee's choice.
- E. The use, consumption, possession, manufacture, or distribution of an illegal substance by bargaining unit employees shall be subject to suspension, termination and/or referral for criminal prosecution.
- F. To promote a drug and alcohol free work place, the Town shall require a pre-employment drug and alcohol test at a certified laboratory.

Section 5 - Procedures

The procedures of the Town of Cheshire's Police Department with regard to an employee using, possessing, or under the influence of alcohol, drugs or chemicals while on duty are as follows:

- A. An employee shall report to his place or assignment fit and able to perform his required duties and shall not by any improper act render himself/herself unfit for duty.

- STEP 1:** Any Supervisor who has probable cause that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm. Supervisors shall receive training on how to detect and process substance abuse cases. Supervisors may consult with EAP or Crisis Intervention Counselor as needed.
- STEP 2:** The Supervisor shall immediately notify the Patrol Division Commander, or in his absence, the Deputy Chief. The Union President or his/her designee shall be notified within a reasonable period of time.
- STEP 3:** The Patrol Division Commander, or in his absence, his/her designee, and another supervisor shall interview the employee concerning alleged alcohol or controlled substance abuse. Such interview shall be conducted in order to document the reasons and observations of the interviewers and to ascertain from the employee any recent use of prescribed drugs or non-prescribed drugs, or any indirect exposure to drugs that may be affecting the employee. Employee may request, and be granted, union representation at the interview or testing, provided that such representation is available within 30 minutes.
- STEP 4:** If the Interviewers document probable cause, then the employee will be given the following option(s):
- i. He/she may voluntarily admit to violation of rules prescribed herein. In such case, the employee shall be immediately entered into the Employee Assistance Program.
 - ii. The employee may resign or retire, if eligible, without penalty or prejudice.
 - iii. The employee can claim he/she is not under the influence of alcohol or illegal drugs.
- STEP 5:** If the employee chooses paragraph (iii) in Step 4, a drug and alcohol test may be ordered by the Chief or his/her designee, by a certified laboratory.
- STEP 6:** Employees found to have a positive alcohol test shall be referred to EAP and/or discipline per Union contract. Employees found to have a positive illegal drug test shall be subject to rules listed in Section 4-E.

Section 6 - Drug and Alcohol Test Result

- A. All records pertaining to department required drug and alcohol tests, therapy or rehabilitation shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the employee whose records are sought.

- B. Employees will be provided with a copy of the test results.

Section 7 - Notification of Employee

- A. All employees will receive a copy of this policy. New employees shall receive this policy as part of their orientation package.
- B. By the distribution of this policy, employees are hereby notified that the Town of Cheshire does abide by the Drug Free Workplace Act of 1989 and all employees of the Police Department shall abide by this policy.
- C. The Town shall be responsible for all costs related to this program, except if an employee wants a third test of the sample that testing shall be at his/her own expense. The Town may deduct this expense if the Town is billed.
- D. The Town will use a certified laboratory. The Town will require the laboratory to follow federal drug testing procedures and methodologies.
- E. Where the employee appears unable, or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than two (2) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amount of water may be given to the employee to encourage urination. As an alternative the employee may request a blood sample test. Failure to submit a sample shall be considered a refusal to submit to a drug-test, a presumption of being impaired and the employee shall be subject to discipline.

ARTICLE XXIII FAMILY LEAVE

23.1 Eligible Employees

- (1) Employees who have worked for the Town for over one (1) year and
- (2) Are-full-time employees or
- (3) Part-time employees who average 24 hours per week/per year.

23.2 Reason for Leave

- (1) Birth of Child
- (2) Adoption of Child

- (3) Placement of Foster Child
- (4) To care for sick children, spouse, parents or self, who have a serious medical condition certified by a physician.

23.3 Employee Rights

Employees will be given:

- (1) Unpaid/paid leave for 12 weeks in any 12 month period taken all at once or taken intermittently as needed (12 month period starts on first day of family leave).
- (2) Health benefits will be maintained for employee during the 12 week family leave absence. Health benefits will equal what all full-time employees receive or have to contribute towards.
- (3) Employees will decrease the amount of unpaid family leave by using all (except 5 days of sick and 5 vacation days if so desired) sick, vacation, personal, perfect attendance leave accumulated to date. The use of paid leave will not extend the leave past 12 weeks, unless approved by the Town Manager for special circumstances.
- (4) Employees will not accrue additional vacation or sick leave during unpaid family leave, unless their leave is less than 30 days. However, such accrual will occur if the employee is in a paid status.
- (5) When an employee returns from family leave he/she shall be reinstated to his/her old job or its equivalent and retain the same status, rights and benefits prior to taking such leave. Employees shall not lose seniority as a result of family leave.
- (6) If an employee does not return to work for reasons other than personal health he/she will be required to reimburse the Town for the cost of the health insurance premiums paid while he/she was on unpaid family leave.

23.4 Employee Responsibilities

- (1) Employees shall be required to obtain a physician's certification of the existence of a serious medical condition. Second and third opinions may be sought at employer's expense. The third opinion shall be binding on both parties.
- (2) Employees generally must give the Town at least 30 days notice of intention to take leave when the precipitating event is foreseeable such as a birth, adoption or planned medical treatment. If 30 days is not possible, as much notice in advance should be given as is possible.

23.5 Expiration of Family Leave

- (1) Employee shall keep the Town Manager's Office informed of expected return date, if less than 12 weeks.
- (2) Failure on the part of an employee on family leave to report promptly on the date of expected return or expiration of 12 weeks may be cause for dismissal.
- (3) Employees shall advise the Town Manager's office of the date of their return with reasonable notice, normally two (2) weeks prior to the date of their return. Employees shall advise the Town Manager's office of any status change related to their family leave.

23.6 Family leave will be in full compliance with the law and is not grievable.

ARTICLE XXIV **PERSONAL LEAVE**

- 24.1 An employee who has completed his/her probationary period may take a maximum of two (2) days per year as personal leave, which is credited on his/her anniversary date. Such leave may be taken for any good and sufficient personal reason, subject to advance approval of the Chief and/or his designee.

ARTICLE XXV **JURY DUTY**

- 25.1 An employee shall be granted a leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary which will, together with the jury pay, equal his/her total salary for the same period- The employee shall notify his/her Department Head of the scheduled jury duty in advance.

ARTICLE XXVI **UNIFORMS**

- 26.1 The Town shall provide members of the bargaining unit with such uniforms and equipment, including shoes, as determined by the Chief of Police. These uniforms and equipment shall be replaced on an annual basis. However, if the uniform or equipment becomes damaged and has to be replaced sooner, it can be replaced as needed provided that the bargaining unit member turn in the item of clothing and equipment to be replaced. This determination shall be made by a quartermaster designated by the Chief. In the event a bargaining unit member is in disagreement with the quartermaster, he/she may take up the matter with the Chief whose decision will be final. All bargaining unit members will be required to wear said department uniform as determined by the Chief of Police or his/her designee.

ARTICLE XXVII
GENERAL PROVISIONS

- 27.1 Copies of the rules and regulations and/or policies and general orders shall be given to the Union and each employee. Copies of any changes or amendments shall be given to the Union and each employee and shall not be effective until notice is given in writing. However, said rules and regulations shall not be changed if inconsistent with the terms of this Contract or when working conditions are changed without mutual agreement between the Union and the Town.
- 27.2 The Town shall permit the Union to have the use of a bulletin board located in the Police Department for the posting of notices concerning Union business and activity.
- 27.3 The Town shall give each present employee of the Police Department and any new employee of The Police Department, a copy of this contract.
- 27.4 Employees using their own vehicles to travel to an approved training course shall be paid mileage at the Town mileage reimbursement rate. Any employee who uses his own motor vehicle for work and who receives approval to do so from the Chief of Police or his/her designee, shall be reimbursed for mileage at the applicable Town mileage rate
- (a) Any employee who is required by the Town to attend off-site training or conferences shall be reimbursed for the reasonable expenses associated with said training or conference. The Town shall reimburse an employee up to \$30 per day as a meal allowance while attending overnight school/conference and \$12 per day as meal allowances for non-overnight schools/conferences. Meal allowances must be approved by the Chief or his/her designee. The employee must submit whenever possible original receipts to eligible for reimbursement or provide an affidavit indicating receipts for meals.
- 27.5 If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.
- 27.6 The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed, provided such visits do not interfere with the operation of the Department and provided further that the Chief, Deputy Chief, Captain or Shift Commander is notified upon entry to the building.
- 27.7 All references to the singular shall include the plural, and the plural shall include the singular; and gender shall be interchangeable where the context so requires.
- 27.8 Any prior right or practice heretofore enjoyed by members of this bargaining unit or the Town and recognized by both parties which may not be specifically covered by a provision of this Agreement shall continue in full force.
- 27.9 The Town shall reimburse any bargaining unit member for loss or damage to clothing or personal property suffered in the performance of duty, unless he or she was grossly negligent, to a total limit of \$250.00 per incident or occurrence. Eyeglasses shall be


covered for actual cash value. Each bargaining unit member shall provide the Town with the evidence of the amount of loss. In the event that management orders a bargaining unit member to use personal property for a special assignment, other than personal vehicles, the bargaining unit member will be exempt from the \$250.00 cap. This provision does not apply to the use of motor vehicles by bargaining unit members.

ARTICLE XXVIII
DURATION AND RENEWAL

- 28.1 This Agreement shall be in full force and effect through June 30, 2024 except as otherwise modified herein, when it shall expire. However, either party has the right to give notice as provided for in Section 27.3.
- 28.2 This Agreement may be altered or modified only by mutual written agreement of the parties. Such written agreement shall be ratified by the Union membership.
- 28.3 If either the Union or Town desires to meet for the purpose of negotiating changes or modifications in the provisions of the Agreement, they shall give written notice of such desire to the other by certified or registered mail, not earlier than November 1, 2023, nor later than January 1, 2024.
- 28.4 Negotiations upon proposed changes on the terms of this Agreement shall begin no later than 30 days after receipt of the notice specified in Section 27.3 by either party.


Dated at Cheshire, Connecticut, this 13th day of April, 2021.

TOWN OF CHESHIRE


Sean M. Kimball
Town Manager

UPSEU LOCAL 424, UNIT 101
CHESHIRE P.D. DISPATCHERS


Joseph Mazzini
Local President


Kevin E. Boyle Jr.
President, UPSEU

APPENDIX A WAGE SCHEDULE HOURLY RATES

[illegible]