

Agreement

Between

Town of Plainfield, Connecticut

And

The United Public Service Employees Union
COPS Division, Unit # 564

July 1, 2015 — June 30, 2018

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ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION

Section 1.1 The Town recognizes the United Public Service Employees Union/COPS Division ("the Union") as the sole and exclusive bargaining representative of the full-time sworn employees of the Police Department ("Department") in the rank of sergeant and patrol officer.

Section 1.2 The Town recognizes the Union solely for the purposes of collective bargaining regarding the wages, hours, and working conditions of the employees in the bargaining unit described in Section 1.1.

ARTICLE 2 - UNION SECURITY

Section 2.1 No employee shall be required to become a member of the Union as a condition of his/her appointment or continued employment by the Town, and there shall be no discrimination by the Union against any employee on account of his/her membership or non-membership in the Union.

Section 2.2 It is further recognized that the Union, as the exclusive bargaining representative of all employees, owes the same duties to all employees whether Union members or not. Therefore, all employees will, as a condition of continued employment, within sixty (60) days of the effective date of this provision or within sixty (60) days of hire, whichever is later, either become a member of the Union and pay Union dues or pay an agency fee to the Union in an amount equal to the actual cost of Union Representation which fee shall not exceed the Union dues.

Section 2.3 The Town agrees to deduct from the pay of all the employees covered herein, who authorize such deductions from their wages, such dues and initiation and/or agency fees as may be fixed by the Union and allowed by statute. The Town will remit to the Union amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such deductions shall continue for the duration of this Agreement and any extension thereof.

Section 2.4 The Union agrees to indemnify, save and hold the Town harmless from any claims, losses or damages arising out of or pertaining to the deduction of dues or agency fees hereunder, or in carrying out the provisions of this Agreement, which shall include the costs of defense of any suit, Board or Agency hearing or proceeding.

Section 2.5 No employee shall attain, or maintain, employment rights under this agreement who has not been able to obtain, has lost, or who has allowed to lapse, his/her Police Officer Certification as prescribed by the Connecticut Police Officers Standards and Training Council. This section shall not apply to any officer whose certification lapses as a result of a work related injury or for any other reason excused by state or federal statute.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 Except as abridged or modified by any provision of this Agreement, the Town of Plainfield will continue to have, whether exercised or not, all the rights, power and authority that is vested in management, including but not limited to the following: to determine the services of

the Town; to determine and to manage its business affairs; to subcontract all or portions of dispatch work; to determine the employment and structure of its workforce; to determine the technology and the efficiency of its operations and services and to fulfill all of its legal responsibilities.

ARTICLE 4 - HOLIDAYS/PERSONAL DAYS

Section 4.1 The following days shall be considered Holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday,	Election Day (November)
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 4.2 When any of the holidays set forth in Section 4.1 fall on an employee's scheduled day off or during his/her vacation, or during sick or injury leave, the employee shall be paid eight (8) hours holiday pay at his/her, regular rate of pay in the next regular paycheck. If an employee works on any of the holidays set forth in Section 4.1 the employee shall be paid one and one-half times (1 1/2x's) his/her regular rate of pay for all hours worked on the holiday and shall also receive twelve (12) hours holiday pay at this regular rate of pay. Further, an employee may elect to exchange up to seven (7) holidays for fifty-six (56) vacation hours. Said days shall be subject to the provisions of Article 10 of this Agreement. There shall be no accrual of holiday time over fifty-six (56) hours in a fiscal year.

Section 4.3 Each employee shall be granted thirty-six hours personal leave per contract year to be used for personal business at the option of the employee. Such days, if not used, shall not be accumulated. An employee shall provide written notice received by the Chief at least twenty-four (24) hours in advance of such leave, except in an emergency. Employees may be required to document a claim of an emergency.

ARTICLE 5 - SENIORITY AND PROBATIONARY PERIOD

Section 5.1 Seniority shall commence from the date of employment as a full-time employee under this Agreement. Seniority shall only apply among employees for purposes specifically stated in this Agreement.

Section 5.2 Seniority shall not be computed until after completion of the probationary period.

Section 5.3 Part-time or supernumerary service shall not be counted towards seniority.

Section 5.4 Seniority shall be deemed broken by: Termination, of employment caused by resignation, dismissal or retirement; failure to report for five (5) working days without authorization of the Chief of Police, or promotion out of the bargaining unit.

Section 5.5 No employee shall attain rights under this Agreement until he/she has been continuously employed by the Town as a full-time member of the Department for a period of

twelve (12) months after an employee's graduation from the Training Academy or twelve (12) months after his/her date of hire if the employee is certified upon date of hire. During such period the employee shall be on probation and may be discharged by the Chief of Police if the employee is determined to be unable or unwilling to perform his/her duties, in the sole discretion of the Chief of Police. In such event, neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probation period, his/her seniority shall date back to the date of his/her original employment with the Town.

Section 5.6 In the event of a reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority within ranks. Laid off full time employees shall have recall rights for a period of twelve (12) months from the date of layoff. Recall rights shall be waived by any employee who fails to report for work within fifteen (15) days after the Town has sent notice of recall to his/her last address appearing in Departmental records, with a copy to his/her Union by registered mail.

Section 5.7 A master seniority list shall be established by the Chief of Police comprised of all members of the Police Department, which shall be maintained at all times on a current basis. This list shall be posted each year from July 1 until July 31 in a conspicuous place at headquarters. Objections to the seniority list shall be reported to the Chief of Police on or before August 10th of each year, or said seniority list stands as posted.

ARTICLE 6 - HOURS OF WORK

Section 6.1

- a. The normal cycle will be two (2) complete weeks starting on Sundays and divided into four (4) squads (A, B, C, & D). Each day will be divided into two (2) twelve (12) hour shifts (1 & 2). Shift one (1) shall work twelve (12) consecutive hours starting at 7:00 A.M. and ending at 7:00 P.M. Shift two (2) shall work twelve (12) consecutive hours starting at 7:00 P.M. and ending at 7:00 A.M. The Chief of Police shall have the right to change the start and end times of shifts one (1) and two (2) at his sole discretion so long as the new start and end times result in shifts which are twelve (12) hours in length. Overtime under the aforementioned work schedule shall be earned in accordance with 29 U.S. Code section 207 subsection k. and 29 CFR section 553.230. Specifically, the measuring period under said law shall be fourteen (14) days. Therefore, employees shall earn overtime after working more than eighty-four (84) hours in the applicable fourteen (14) day cycle. The cycles for the applicable Squads shall be as follows:

- Squad A-Shift 1: Shall start work cycle with Sunday off, work Monday & Tuesday, off Wednesday & Thursday, work Friday, Saturday, & Sunday, off Monday & Tuesday, work Wednesday & Thursday, and off Friday & Saturday.
- Squad B-Shift 2: Shall start work cycle with Sunday off, work Monday & Tuesday, off Wednesday & Thursday, work Friday, Saturday, & Sunday, off Monday & Tuesday, work Wednesday & Thursday, and off Friday & Saturday.
- Squad C-Shift 1: Shall start work cycle working on Sunday, off Monday & Tuesday, work Wednesday & Thursday, off Friday, Saturday, & Sunday, work Monday & Tuesday, off Wednesday & Thursday, and work Friday & Saturday.

- Squad D-Shift 2: Shall start work cycle working on Sunday, off Monday & Tuesday, work Wednesday & Thursday, off Friday, Saturday, & Sunday, work Monday & Tuesday, off Wednesday & Thursday, and work Friday & Saturday.
- Employees working in the Special Investigations Unit shall work administrative hours or other hours as assigned at the sole discretion of the Chief of Police. These employees may be required to work on any of the aforementioned Squads (A-D) at the sole discretion of the Chief of Police.

New recruits while attending recruit training at the P.O.S.T. will be subject to a schedule approved by the Chief of Police. Their hours of work will coincide with the needs of P.O.S.T. training class. Further, this provision shall not pertain to employees as regards any mandatory training.

- b. Employees shall bid their shift every sixteen (16) weeks, based on seniority. The Chief of Police may order a second bid and a third bid with notification to the Union President, and may thereafter order work cycle changes in assignments, provided he has reasons for such action. The second bid shall be posted for three (3) days and officers shall be notified seven (7) days before any work cycle changes are made.
- c. The Union acknowledges that in any bid or rebid situation it may be necessary to vary from the normal work cycle(s). If it becomes necessary to vary the cycle(s), the Police Chief or his designee, will meet with the Union President relative to such changes. Under no circumstance will any special exceptions be made for any individual relative to the scheduled work cycle resulting from a bid or rebid. Should any employee, as a result of a bid or rebid, be required to vary from the normal work cycle, the employee will be paid at the same rate as if a normal cycle was worked.

Section 6.2 The new work cycle schedule shall be posted at least thirty (30) days before the expiration of each existing work schedule.

Section 6.3 A minimum of two (2) bargaining unit members will be on duty during each shift in a work cycle.

Section 6.4 Work outside of the regular scheduled time shall be paid at the rate of time and one-half (1 ½), except as otherwise provided in this Contract in Article 8. At no time will a compensatory day, PL-day, or vacation day be denied in order to avoid paying overtime.

Section 6.5 Personnel attending schools or the academy shall be paid their regular pay as above, without overtime, and shall receive mileage remittance to the school or academy and back each week attending when using personal vehicles. Where two (2) or more persons attend the same school, only the driver shall receive mileage remittance. An employee attending school or the academy will follow the normal work schedule of the school or the academy.

Section 6.6 The Chief of Police in his/her discretion may make special assignments different from the normal work cycle expressed in Section 6.1 above for major cases, special or mandated training.

ARTICLE 7 - COMPENSATION AND BENEFITS

Section 7.1 Wages.

See Appendix A, attached hereto and made a part of this Agreement.

ARTICLE 8 - OVERTIME/SPECIAL DUTY

Section 8.1 For the purposes of this Article “special duty” shall mean police duty for which an employee’s wages are paid, or reimbursed, by an agency or entity other than the Plainfield Police Department.

Section 8.2 For the purposes of this Article, “in-house duty” shall mean police duty for which an employee is paid directly by the Plainfield Police Department.

Section 8.3 For all special duty work, employees shall be paid a minimum of four (4) hours pay except that for school functions of the Board of Education, employees shall be paid a minimum of three (3) hours of pay. If a special duty job is split between two (2) or more employees, for the purposes of calculating overtime pay due, it shall constitute only one (1) special duty job.

Section 8.4 For all special duty work, there shall be a minimum cancellation notice of twelve (12) hours except that for school functions of the Board of Education, Plainfield Recreation Department or any other local governmental agencies or any non-profit organization where there shall be a minimum of two (2) hours cancellation notice. For all in-house duty, there shall be a minimum cancellation notice of two (2) hours except in the case of holdovers there shall be no minimum cancellation notice requirement. Notice shall consist of a telephone call to an employee’s principal place of residence or other alternate phone number supplied by an employee. An employee may call the police department directly twelve (12) or two (2) hours prior to the start of the overtime assignment, respectively, to verify that the assignment has not been canceled.

Section 8.5 For all special and in-house duty where an employee is required to work on his or her regular day off or at a time not contiguous to his or her regular shift, whether for four (4) hours or less, he or she shall be paid for a minimum of four (4) hours at one and one half (1 ½) times his or her rate of pay. Each hour worked over four (4) hours (in half-hour increments) will be paid at one and one half (1 ½) times the employee’s rate of pay. For all special duty jobs which are road jobs where an employee is required to work on his or her regular day off or at a time not contiguous to his or her regular shift, whether for four (4) hours or less, he or she shall be paid for a minimum of four (4) hours at 1 and 1/2 times the top grade Sergeant rate of pay plus an additional two (\$2) dollars an hour during Year 1 (July 1, 2015-June 30, 2016), increased to a total of two dollars fifty cents (\$2.50) an hour during Year 2 (July 1, 2016-June 30, 2017), and increased to a total of three dollars (\$3) an hour during Year 3 (July 1, 2017-June 30, 2018).

Section 8.6 For all in-house duty which precedes an employee’s shift, the following will apply:

- a. For zero (0) – two (2) hours worked: time worked (in half-hour increments) at one and one half (1 ½) times the employee’s rate of pay.

- b. For over two (2) hours up to and including four (4) hours worked: four (4) hours of pay at one and one half (1 ½) times the employee's rate of pay.
- c. For over four (4) hours worked: one and one half (1 ½) the employee's rate of pay for all time worked (in half-hour increments).

Section 8.7 For all in-house duty which immediately follows an employee's shift, the employee shall be paid for time worked (in half-hour increments).

Section 8.8 All special and in-house duty assignments shall be rotated equitably among members of the bargaining unit over a one year period. In the event any employee successfully grieves that overtime has not been rotated equally, that employee(s) shall be provided additional rotation on the overtime list to make up for the lost time; under no circumstances shall pay be awarded for time not worked.

Section 8.9 The employees recognize the responsibility to work such in house/special duty overtime as may be assigned and agree to provide the necessary manpower to cover such assignments.

Section 8.10 In all circumstances where an employee is entitled to minimum call-in pay, the Town and the affected employee can, by mutual agreement, waive this minimum pay requirement and permit the affected employee to work a lesser amount of time and be paid only for actual time worked (in half-hour increments).

Section 8.11 Special Assignments

- a. As staffing permits, there shall be special assignments made outside regular patrol duty. These may include, but are not limited to, the following: School Resource Officer, Detective, Detective/Sergeant, and K-9 Officer.
- b. The qualifications, hours of work, appointment, and duration of appointment for special assignments shall be made at the sole discretion of the Chief of Police. The Chief shall also have sole discretionary power to return any employee working in a special assignment to the regular schedule (Squads A through D).
- c. At no time will a special assignment be considered a promotion nor shall any officer so assigned receive any additional pay or benefits.

ARTICLE 9 - UNIFORMS & EQUIPMENT

Section 9.1

- a. An initial allowance of \$1,200.00 will be paid upon employment to cover the purchase of new uniforms and equipment as prescribed by departmental regulation.

This uniform allowance shall be the only uniform & equipment payment for the employee's first year of employment. On the employee's first anniversary date the employee shall then commence receipt of the allowance below on a pro-rata basis.

- b. Each full-time employee covered by this Agreement shall receive quarterly payments of Three Hundred (\$300.00) Dollars to cover the expense of maintaining uniforms, cleaning uniforms and meal expense during Year 1 (July 1, 2015 – June 30, 2016). Year 2 (July 1, 2016 – June 30, 2017) quarterly payments will increase to Three Hundred Twenty-Five (\$325) Dollars. Year 3 (July 1, 2017 – June 30, 2018) to Three Hundred Fifty (\$350) Dollars. A weapon will be provided by the Town. Uniforms or equipment damaged or destroyed during the course of duty shall be reimbursed by the Town, except that uniforms or equipment damaged or destroyed as a result of carelessness or negligence on the part of the employee shall not be reimbursed. Claims for damaged uniforms or equipment must be made, in writing, to the Chief of Police within a reasonable period of time of the damaging event.
- c. When an officer is out of work for thirty (30) consecutive calendar days or more per quarter (vacation leave is not applicable), the uniform allowance will be prorated for the period of absence.

Section 9.2 Personal property as described in the rules and regulations used in the line of duty, will be replaced by the Town of Plainfield, not to exceed One Hundred Seventy Five (\$175.00) Dollars per item damaged.

Section 9.3 Any change of style, type or color of uniform or attire or any change of equipment or accouterments shall be paid for by the Town of Plainfield in addition to the annual clothing and cleaning allowance.

ARTICLE 10 - VACATION

Section 10.1 Each employee in the bargaining unit hired prior to the execution of this agreement shall be entitled to annual paid vacation as follows:

After completion of one (1) year	40 Hours
After completion of two (2) years to five (5) years	80 Hours
After completion of five (5) years to ten (10) years	120 Hours
After completion of ten (10) years to twenty (20) years	160 Hours
After completion of twenty (20) years	200 Hours

Each employee in the bargaining unit hired after November 27, 2012 shall be entitled to annual paid vacation as follows:

After completion of one (1) year	40 Hours
After completion of two (2) years to five (5) years	80 Hours
After completion of five (5) years to ten (10) years	120 Hours
After completion of ten (10) years	160 Hours

Section 10.2 Vacation choice shall be by seniority with each employee entitled to take eighty (80) Hours during the prime vacation periods of June 1st through September 15th and December 15th through January 10th, subject to Section 10.1, with the approval of the Chief. No more than one (1) officer may be on vacation per Squad unless approved by the Chief.

Section 10.3 All vacation requests shall be based on seniority. All employees must submit bid requests for vacation time, during the prime vacation period as defined in Section 10.2, to the Chief of Police thirty (30) days in advance for approval. Such bid requests shall be posted and after fourteen (14) days such bid shall be locked in. During the fourteen (14) day posting period senior employees may exercise a vacation bumping bid; however, this right may be exercised only once each fiscal year for each employee.

Section 10.4 Vacation must be taken by the employee within the anniversary year the vacation is earned. Vacation time not taken will be lost and is not cumulative from year to year; however, the Town shall pay the employee for unused vacation time. In certain cases the Police Commission or Police Chief may approve, in his/her discretion, carryover of vacation time not to exceed one (1) week provided such carry over time must be taken in the following anniversary year.

ARTICLE 11 - SICK LEAVE/PERFECT ATTENDANCE

Section 11.1 Each employee and probationary employee shall earn sick leave with pay at the rate of eight (8) Hours of sick leave for each month of service. No sick leave shall accrue during periods of leave of absence without pay. Sick leave shall be considered to be the absence from duty with pay for illness, or injury, except where directly traceable to employment by an employer other than the Town of Plainfield.

Section 11.2

- a. Upon retirement or termination with five (5) years minimum employment with the Plainfield Police Department, accrued sick leave of Four Hundred Eighty (480) Hours maximum will be paid in cash.
- b. Once an employee has accumulated the maximum of Four Hundred Eighty (480) sick hours, all sick hours accumulated beyond the maximum shall be redeemed by the employee at 100% of the base rate at the time earned at the end of each fiscal year.

Section 11.3 Any employee shall be entitled to twelve (12) compensatory hours off at the end of any four (4) consecutive months of perfect attendance without the use of sick leave. A new period determining entitlement begins with the day that follows the final third month of the prior determination period. An employee who, by absence because of sick leave or injury leave in excess of ten (10) working days, breaks a determination period shall have a new three (3) month period for determining entitlement starting on the day he returns to his/her regular assigned duties after such absence. The compensatory day must be used within the succeeding twelve (12) month period.

Section 11.4 A medical certificate acceptable to the Town shall be provided by the employee upon returning to work for any absence due to illness or injury exceeding three (3) days. Said medical certificate from a licensed physician shall state the nature of the illness/injury, and that, in the opinion of the physician, the employee is capable of returning to work. Additional medical certificates may be required by the Town for extended illness.

Section 11.5 A medical certificate acceptable to the Town from a licensed physician may be required from an employee upon returning to work after the fifth (5th) sick leave occurrence and

each subsequent sick leave occurrence each calendar year. For purposes of this Section of this Article, the term "occurrence" shall mean one or more consecutive days. Should the Town request a medical certificate, the same shall not be a grievable matter by the employee or the Union. The Town agrees to notify the employee in advance if it is going to require a medical certificate. The Town will not act in an arbitrary or capricious manner in applying this Section.

Section 11.6 The refusal, of an employee to provide a medical certificate pursuant to Sections 11.4 and 11.5 of this Article may result in the employee not being paid for said sick leave absence or occurrence.

Section 11.7 The failure of the Town to demand a medical certificate pursuant to Sections 11.4 and 11.5 of this Article shall not constitute a waiver by the Town of these provisions.

Section 11.8 Family and Medical Leave

- a. Employees' shall be subject to the Town of Plainfield's Family and Medical Leave Act Policy as provided in Appendix C and as may be amended by the Town.

ARTICLE 12 - WORKERS COMPENSATION/PENSION

Section 12.1 Employees covered by this Agreement will come under the terms of the Workers' Compensation Act. For injury incurred in the line of duty, employees will be retained on the regular payroll status for fifty-two (52) weeks at eighty (80) percent of the forty (40) hour base pay rate. As a condition for this regular payroll status, any workers' compensation benefit received by the employee will be signed over to the Town of Plainfield, excluding lump sum awards or specific awards, provided, however, the employee shall have option of not selecting this fifty-two week payroll status if the workers compensation benefit would exceed their take home pay. Employees may use sick and/or vacation time to increase the aforementioned eighty (80) percent of the employee's straight time wages to one hundred (100) percent of said wages during the aforementioned 12 month period.

Section 12.2 Each full time member of the bargaining unit hired prior to November 27, 2012 shall be entitled to the benefits of the Retirement Plan for Police Officers of the Town of Plainfield, Connecticut, as Amended and Restated, Effective the Date of the Arbitration Award (March 8, 1993) (See Appendix B, attached and made a part of this Agreement) by the Town. Employees hired after November, 27, 2012 ("New Hire Participants") shall, effective July 1, 2015, be entitled to participate in the Retirement Plan for Police Officers of the Town of Plainfield, Connecticut ("Police Pension Plan"). These New Hire Participants shall have a monthly accrued benefit subject to the terms of the Police Pension Plan equal to 2% of said New Hire Participant's credited service multiplied by the New Hire Participant's Final Average Earnings for years of service starting on July 1, 2015. All employees (Participants and New Hire Participants) shall, effective July 1, 2015, contribute eight percent (8%) of basic monthly earnings as contributions to the Police Pension Plan.

ARTICLE 13 - MEDICAL CARE INSURANCE

Section 13.1 The Town will provide the following, or equivalent, medical insurance coverage programs for all regular members of the Police Department and their eligible dependents, or plan

offering comparable benefits, when taken as a whole, subject to the premium or premium equivalent cost share as set forth in Section 13.4:

CIGNA Plan (see ex _)

Section 13.2 The Town will provide and pay for the premiums for Blue Cross full service Dental Plan for all regular members of the Police Department, subject to the premium or premium equivalent cost share as set forth in Section 13.4. Employees may at their option obtain dependent coverage at their own expense, through payroll deduction.

Section 13.3 If an officer is disabled due to illness or injury which is not work related, the Town will pay the officer a disability benefit of \$120.00 per week for a maximum of twenty-six (26) weeks after the officer has exhausted his/her sick time, subject to the premium or premium equivalent cost share for such disability policy as set forth in Section 13.4. At the carrier's request, the officer will provide adequate proof of disability or continuing disability.

Section 13.4 Twenty Percent (20%) of the premium or premium equivalent for insurance coverage (for single, spousal or family coverage) listed in Section 13.1, 13.2 and 13.3 shall be borne by the employee for the duration of contract.

Section 13.5 Life Insurance

The Employer shall provide a Life Insurance Policy of Fifty Thousand (\$50,000.00) Dollars per employee.

Section 13.6 The Town shall have the right to change carriers and/or to self-insure in whole or in part in order to provide the insurance coverage set forth above, provided that coverage which results from change in carriers and/or self insurance is equal to or better as a whole to the coverage described in terms of coverage and benefits.

UPSEU shall be notified, in writing, at least sixty (60) days in advance, of any intention to change carriers and/or to self insure and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Town disagree that the changes proposed will provide coverage comparable as a whole to the coverage and benefits described above, the disagreement shall be subject to arbitration before an arbitrator selected through the American Arbitration Association ("AAA") and subject to AAA's labor arbitration rules, which costs shall be borne equally by the parties. The arbitrator will have no power to consider any issue presented by the parties except for comparability.

Nothing herein shall prevent the Town from making the change prior to the conclusion of arbitration. In the event the arbitrator finds that the plans are not comparable, the Town agrees to make any employee whole who was affected by the change.

Section 13.7 Waiver of Coverage.

- a. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverages in this Article and, in lieu thereof, shall receive an annual payment equal to one-quarter (1/4) of the Town's cost, or the cost of premiums, for providing such coverages. Payment to those employees waiving such coverage shall be

made in equal payments during the months of January, April, July, and October, provided the individual is still employed by the Town and the aforesaid waiver is still in effect. Further, it is understood by the parties that each payment will pertain to the prior three (3) months. Said payments shall not be used for wage or pension calculation purposes. This provision shall not pertain to employees whose spouse/dependent children are covered by medical insurance provided by the Town.

- b. Where a change in an employee's status prompts the employee to resume Town-provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.
- c. Written notice of intention to waive insurance coverage must be sent to the Finance Director not later than October 1st to be effective on January 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage.
- d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Section 13.8 The Town shall maintain in effect the Town's Premium Conversion Plan ("Plan") pursuant to Section 125 of the Internal Revenue Code ("Code"), to allow pre-tax payment of medical and dental cost shares. Subject to the provisions of the Code and the Plan, the Town shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefit programs maintained by the Town or required by law.

Section 13.9 If the total cost of a group health plan or plans offered under this agreement triggers an excise tax under Internal Revenue Code Section 4980I, any other local, state or federal statute or regulation, the Town of Plainfield shall have the right to offer a group health plan or plans through any carrier with a total combined cost that either falls below the excise tax thresholds or a plan with less of a tax consequence.

ARTICLE 14 - FUNERAL LEAVE

Section 14.1 Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall be forty (40) working hours. For the purpose of this Section of this Agreement, immediate family includes: Spouse, Child, Step-child, Father, Mother, Step-father, or Step-mother.

Section 14.2 Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall be twenty-four (24) working hours. For the purpose of this Section of this Agreement, immediate family includes: Brother, Sister, Step-brother, Step-sister, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandparents, or any member of the household regardless of relation.

ARTICLE 15 - DISCIPLINARY ACTION

Section 15.1 No regular, full-time employee shall be subject to disciplinary action except for just cause. A full-time employee who is being considered for suspension or discharge shall be entitled to advance notice of the reasons in writing and an opportunity for a hearing to be conducted by the Chief or his/her agent before the effective date of the suspension or discharge. The hearing shall not be an adversarial, evidentiary hearing but rather, an opportunity for the employee to submit his/her side of the story.

Section 15.2 The Town reserves the right to discipline or discharge employees for breach of the No-Strike Article. An employee may grieve whether he/she participated in a violation of such Article, and the burden of proof shall be on the employee to prove non-violation. If the employee fails to substantiate the burden of proof, the arbitrator shall have no power to alter or modify the discipline imposed.

Section 15.3 The grievance procedure shall be the exclusive forum for resolving disputes over disciplinary actions and will supersede any other forum or procedure. Employees who have successfully passed the probationary period shall have the right to grieve any disciplinary action(s).

Section 15.4 An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union Steward or other representative present, upon request, provided however, this provision shall not unreasonably delay completion of the interrogation. This provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action. The provisions of this Section shall not be interpreted to prevent a supervisor from questioning an employee at the workplace or to prevent a supervisor from demanding an immediate written incident report.

Section 15.5

- a. In a situation in which an employee is arrested or accused of wrongdoing which may constitute criminal misconduct, the Town, pending an investigation, may: (a) place the employee on a paid leave of absence; or (b) allow the employee to remain on duty status.
- b. Whenever a civilian complaint is made against a member or group of members of the department relating to him/her or their conduct as an officer, or the manner in which such officer discharges his/her duties, and such complaint results in a formal departmental hearing, each member shall be entitled to be represented by, if he/she so desires, an attorney of his/her choice and for which attorney he/she shall be responsible for payment. An officer normally will be provided with a copy of a civilian complaint within two (2) working days after its receipt by the Chief of Police.

Section 15.6

Disciplinary Action shall be defined as follows:

- a. Verbal reprimand: Verbal Warning Recorded.
- b. Written reprimand: The officer shall receive a copy of a written reprimand

- c. Suspension: The officer is relieved from duty without pay for a specified number of days
- d. Dismissal: Will mean termination from the department

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practicable to ensure efficiency and employee morale.

Section 16.2 A grievance is defined as, and limited to, a written complaint involving an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement.

Section 16.3 Grievances shall be filed on mutually agreed forms which specify: (a) the facts; (b) the issue; (c) the date of the alleged violation; (d) the controlling contract provision; and (e) the precise remedy or relief sought.

Section 16.4 Any employee may use the grievance procedure with or without Union assistance through Step II below. Should an employee process a grievance through one or more steps provided herein prior to seeking Union assistance, 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 will contravene the provisions of this Agreement.

Step I Any employee or the Union with a grievance shall within ten (10) calendar days when the Grievant and or Union knew or should have known of the occurrence, reduce the grievance to writing and submit it to the Chief of Police or his designee, who shall use his best effort to settle the dispute. The decision of the Chief of Police, or his designee, shall be submitted in writing to the aggrieved employee and the Union with ten (10) calendar days of receipt of the grievance.

Step II If the employee or the Union is not satisfied with the decision of the Chief of Police, or his designee, and elects further processing, the employee or the Union shall submit said written grievance to the First Selectman within twenty (20) calendar days after the decision in Step 1. The First Selectman, or his designee, will make an effort to resolve the grievance and shall give his answer within twenty (20) calendar days of receipt of the grievance.

Step III If the Union is not satisfied with the decision of the First Selectman, or his designee, and elects further processing, the Union shall submit a written demand for arbitration within twenty (20) calendar days of the decision of the First Selectman, or his designee, to the Connecticut State Board of Mediation and Arbitration, and by filing a simultaneous copy of the demand with the Chief of Police and the First Selectman. The Town or the Bargaining Unit shall have the right to transfer the grievance to the American Arbitration Association.

- a. Arbitration. The arbitration hearing will be held under the then current rules of the Board of Mediation & Arbitration and/or the rules of the American Arbitration Association ("AAA") if the Town or the Bargaining Unit has transferred the case to

AAA. However, the arbitrator or the arbitration panel shall have no power to add to, subtract from, alter or modify this Agreement, or to grant matters which were not obtained in the bargaining process, or to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement, or to grant pay retroactively for more than thirty (30) calendar days prior to the date the grievance was submitted at Step I. The arbitrator or arbitration panel shall render its decision in writing no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties jointly agree otherwise. The arbitrators decision shall be final and binding on the parties in accordance with the Connecticut General Statutes Section 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on competent jurisdiction to construe any such awards as contravening the public interest. In any instance elected by the Town, it may seek a court determination or arbitrability.

Section 16.5 Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure: (a) dismissal or discipline of an employee during his/her probationary period; (b) the decision to layoff or the exercise of any other inherent management right; (c) compliance with health and safety standards and Connecticut OSHA issues; (d) any incident which occurred or failed to occur prior to the effective date of this Agreement; (e) disputes over claimed unlawful discrimination, including any claim under Article 21 hereof, shall be subject to the grievance procedure but shall not be in any case where a complaint has also been filed with any state or Federal agency or commission including CHRO or EEOC; and (f) dismissal from employment due to the employees failure to obtain or maintain Police Officer Certification, provided, however, that said failure is not the result of a work related injury or for any other reason excused by state or federal statute.

Section 16.6 The mediation services of the State Board of Mediation and Arbitration may be used at any step of the grievance procedure.

Section 16.7 Nothing in this Article shall prohibit the parties from mutually arranging informal meetings at any step of the grievance procedure.

Section 16.8 Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure, provided that any costs incurred through the use of a public stenographer or recording device shall be borne by the party employing the same.

Section 16.9 The local of the Police Union shall be entitled to submit grievances in the names of the Police Union in the same manner as is provided herein for employees.

Section 16.10 If a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed settled. If the Town fails to render its decision on a grievance within the time limits specified, such grievance shall be processed to the next step.

Section 16.11 Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both the Town and the Union provided such agreement is in writing.

ARTICLE 17 - COURT DUTY

Section 17.1 The Chief of Police will, when possible, make arrangements with the court so that no member of the bargaining unit will be scheduled to appear during vacation leave.

Section 17.2 Employees using their own automobile for official business connected with the Plainfield Police Department will be paid at the rate of twenty (20) cents per mile when authorized by the Chief of Police. Employees using such vehicle shall furnish proof of liability insurance on the vehicle adequate to meet the requirements established by the Chief of Police from time to time.

Section 17.3 Members of the Police Department requested or subpoenaed to attend court for a job related proceeding will be paid at the rate of time and one-half for attendance at court during off-duty hours. Any payment received by the employee for such a court appearance will be turned over to the Town.

ARTICLE 18 - STABILITY OF AGREEMENT

Section 18.1 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. This does not apply to the rules and regulations of the Department.

Section 18.2 There are no side agreements, oral or written; and, any amendment to this Agreement made and agreed to by both parties must be made in writing and ratified by the membership of the Union and the Board of Selectmen in order to be incorporated as part of this Agreement.

ARTICLE 19 - RULES AND REGULATIONS

Section 19.1 The Town agrees to provide to the Union at no cost, a copy of all department rules and regulations

Section 19.2 The Town agrees to provide new employees with a copy of all department rules and regulations. Further, the Town agrees to provide employees and the Union with copies of all new or amended rules and regulations. It shall be the duty and responsibility of employees to keep and maintain in proper order an up-to-date copy of all department rules and regulations. Future changes or amendments which are mandatory subjects of collective bargaining shall be negotiated with the Union before becoming effective, as required by State Law.

ARTICLE 20 - UNION AND REPRESENTATION

Section 20.1 The Town agrees to recognize the duly elected officers and representatives of the Union.

Section 20.2 No more than two (2) members of the Union shall be granted leave from duty with pay for any meeting between the Town and the Union for the purpose of negotiating the terms of the Contract or processing grievances when such meeting takes place at any time during which such members are scheduled to be on duty.

Section 20.3 One (1) designated officer or member of the Union shall be granted leave from duty at no cost to the Town for Union business such as attending labor conventions and educational conferences, provided that the total leave for the purposes set forth in this Section shall not exceed forty (40) Hours in any fiscal year, and provided that at least two (2) weeks' notice in writing is given to the Chief of Police.

ARTICLE 21 - GENERAL PROVISIONS

Section 21.1 Every employee shall have the right to review his/her personnel file as established by Public Act 75-342, upon request to the Chief of Police.

Section 21.2 If any article or section of this Agreement is declared invalid by a court of competent jurisdiction, the invalidity shall not affect the balance of the Agreement.

Section 21.3 There shall be no discrimination, coercion or intimidation of any kind against any employee because of his/her membership in the Union. In like manner, there shall be no coercion or intimidation of any kind by the Union or its members of any Town Official or Agency. Each employee has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union; such right shall include the right to participate in the management of the Union, and to act for the Union, as an officer or representative in the presentation of his/her views to the public, to officials of the Town and the Department, to the Town Meeting or to members of the State Legislature. Such rights shall be exercised in a diplomatic, discreet and professional manner.

Section 21.4 The Chief of Police, with the approval of the First Selectman, may grant an officer a leave of absence without pay for a maximum of six (6) months, provided such officer shall not engage in any police or law enforcement activity during such leave; at the expiration of such leave, he/she shall be returned to his/her last previous employment status. Such request must be submitted in writing to the Chief of Police.

Section 21.5 All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the shift officer, or the Chief of Police.

The Town shall not require employees to operate vehicles that violate minimum standards as established by the Department of Motor Vehicles or OSHA. In the event of any dispute as to the safety of a vehicle under this Section, an employee shall initially follow all orders and directives of his/her superiors as to the use of such vehicle and may thereafter file a grievance for violation of this Section.

Section 21.6 Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of his/her annual tour as a member of such reserve component.

Section 21.7 In case of an accident involving a driver of a patrol vehicle, the driver shall not be relieved of duty, sent home or any action taken against him/her in the absence of the Chief of Police unless the driver is in violation of department rules and regulations or until a complete investigation has been made by the Chief and he/she has actually been found at fault.

Section 21.8 The Town agrees that it shall make no requirements in regards to residency during the term of the Agreement for present employees.

Section 21.9 An Education Benefit shall be paid to employees obtaining college degrees, as follows:

Associates	\$200.00
Bachelors	\$400.00
Masters	\$750.00

This benefit is payable by July 1st of each year, to employees who have completed at least one (1) year of service on that date. The Town shall have the right to verify that degrees have been obtained.

Section 21.10 In the event that an officer shall be named defendant in a civil action claiming damages for false arrest or imprisonment occurring during the performance of his/her official duties and within the scope of his/her employment and not resulting from his/her willful, wanton or unauthorized act, the Town shall provide counsel to defend such lawsuit and pay any final judgment obtained therein against such officer. The Town shall post any bonds needed to release any attachments made upon the employee's property as a result of suit, as provided for in State Statutes.

Section 21.11 The grooming standard that will remain in place during this Agreement shall be that officers shall be neatly groomed and professional at all times. Hair will be neat and clean and kept at a length of one (1) inch above the collar. Failure to follow the above requirements may lead to disciplinary action and a finding that the employee is unfit for duty.

ARTICLE 22 - NO STRIKES - NO LOCKOUT

Section 22.1 Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work stoppage, slowdown, concerted withholding of services, sickout or any interference with or any other action against the Town that would impede or be construed as impeding the proper functioning of the Town government or impairing the safety of the public. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work.

Section 22.2 The Union shall exert its best efforts to prevent or terminate any violation of Section 22.1 of this Article. The Union agrees to indemnify and save the Town harmless from any such violation of Section 22.1.

Section 22.3 The Town agrees that during the life of this Agreement there shall be no lockout.

ARTICLE 23 - PROMOTIONAL POLICY

Section 23.1 The promotional policy for the position of Sergeant in the Plainfield Police Department shall include a written, oral examination, and a Chief of Police examination. All three (3) scores will be averaged with the written score being 33%, oral examination 33%, and Chief of Police examination worth 34%. The Chief of Police examination may include, but not be limited to, an oral interview as well as the production of documents. Any officer having sustained discipline as described in Sections 15.6 b, c, and d in the twenty-four (24) months prior

to the date of the position announcement shall be ineligible to test for promotion to Sergeant. The qualifications for any position shall be determined in the discretion of the Chief of Police.

Section 23.2 No person shall be eligible for promotion to Sergeant unless they have been a certified police officer for three (3) years, two (2) of which must have been in the Plainfield Police Department. An employee promoted shall then serve a one (1) year evaluation period. During this evaluation period the Chief may return the employee to his/her former rank and pay rate for just cause, without any requirement of progressive discipline.

Section 23.3 Sergeant is the only promotion within the bargaining unit available to members of the bargaining unit.

ARTICLE 24 - DURATION

Section 24.1 Unless otherwise specified herein, this Agreement shall be effective **July 1, 2015** and shall remain in effect until **June 30, 2018** and from year to year thereafter unless either party notifies the other no later than one hundred twenty (120) days prior to the expiration date above that it wishes to modify or change this Agreement in any manner.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed this 22 day of April, 2015.

TOWN OF PLAINFIELD

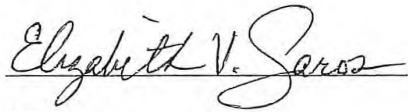


By: **Paul Sweet**
First Selectman

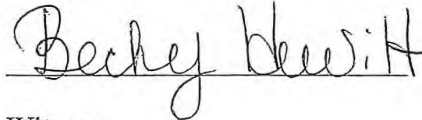
THE UNITED PUBLIC SERVICE EMPLOYEES
UNION/COPS DIVISION, UNIT # 564



By: **George Bernier**
President, UPSEU/COPS, Unit # 564



Witness



Witness

APPENDIX A - WAGE SCHEDULE

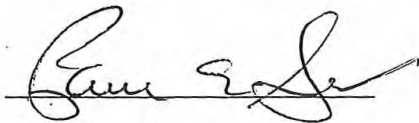
Position	07/01/15	07/01/16	07/01/17
Starting	\$54,126.63 \$26.02	\$54,126.63 \$26.02	\$54,126.63 \$26.02
1 Year	3% \$62,142.52 \$29.88	2% \$63,385.37 \$30.47	3% \$65,286.93 \$31.39
3 Years	3% \$64,025.62 \$30.78	2% \$65,306.13 \$31.40	3% \$67,265.31 \$32.34
5 Years	3% \$65,465.64 \$31.47	2% \$66,774.95 \$32.10	3% \$68,778.20 \$33.07
8 Plus Years	3% \$66,821.96 \$32.13	2% \$68,158.40 \$32.77	3% \$70,203.15 \$33.75
Sergeant			
Starting	3% \$70,029.56 \$33.67	2% \$71,430.15 \$34.34	3% \$73,573.05 \$35.37
Sergeant After 3 Years	3% \$71,526.16 \$34.39	2% \$72,956.68 \$35.08	3% \$75,145.38 \$36.13

MEMORANDUM OF UNDERSTANDING

The Town of Plainfield ("Town") and United Public Service Employees Union COPS Division Unit #564 ("Union") hereby covenant and agree that the following constitutes their agreement as to how Article VI section 6.1 of the collective bargaining agreement between the parties is to be implemented and interpreted from the date of this Memorandum forward:

1. Bargaining unit employees shall receive overtime pay for inside overtime work after they work eighty six (86) hours in the appropriate two (2) week cycle;
2. During the appropriate two (2) week cycle bargaining unit employees shall earn four (4) hours of Personal Time Off ("PTO") in lieu of four (4) hours pay. This PTO time must be used by a bargaining unit employee within one (1) year of earning said time. In addition bargaining unit employees may not take PTO hours or days off if said time off would cause an overtime event on their shift;
3. Effective September 11, 2015 bargaining unit employees shall be paid on a bi-weekly basis. In order to assist in the bi-weekly pay transition the Town shall loan each bargaining unit employee the sum of \$ 1,200.00 at the time bi-weekly pay begins (See Exhibit A to this Memorandum). This loan shall be repaid to the Town by bargaining unit employees through authorized payroll deductions of \$92.30 (bi-weekly) for a period covering twenty six (26) weeks.

Dated this 11 day of September 2015.



The Town of Plainfield



United Public Service Employees

Union COPS Division Unit #564

APPENDIX D

CANINE UNIT MEMORANDUM OF AGREEMENT

Memorandum of Agreement-Canine Unit

This Memorandum of Agreement ("Agreement") between the Town of Plainfield and the United Public Service Employees Union COPS Division Unit # 564 (Union) stands as an agreement detailing the creation, organization, and procedures of the Plainfield Police Department Canine Unit.

The Union Executive Officer hereby signs this Agreement on behalf of the entire bargaining unit. The First Selectman hereby signs this Agreement on behalf of the Town of Plainfield.

Both parties acknowledge that this Agreement, as written, may be modified or changed provided any such changes are mutually agreed to, in writing, and signed by both parties.

Canine Handler and Unit

1. The Chief of Police shall have the right to assign an Officer as the Department Canine Handler as indicated in the collective bargaining agreement section 8.11. The selection of the Canine Handler will be by a selection process chosen by the Chief of Police.
2. The Chief of Police shall have the sole and exclusive right to discontinue the officer's assignment as Canine Handler and may discontinue the existence of a Canine Unit at any time he/she deems fit.

Canine

1. The Chief of Police retains the final decision related to the selection of any Department canine and the location where that canine originates.
2. The Town of Plainfield-Plainfield Police Department will maintain ownership of any Department canine until such time as it may choose to relinquish such ownership.
3. The Town of Plainfield will hold responsibility for liability insurance coverage at any time while the canine is considered on duty or off duty.

Training

1. The Chief of Police or his/her designee will ensure that the Canine Handler and canine (Canine Team) attends a basic certification training of the Chief's choice, along with any mandated re-certification training as deemed necessary. Any officer attending such training will be compensated in accordance with applicable provisions of the collective bargaining agreement.
2. The Chief of Police or his/her designee will adjust the schedule to accommodate the training hours required for a Canine Team in accordance with applicable provisions of the collective bargaining agreement.

Housing

1. It is expected that any Department canine will be housed within the Canine Handler's home and not be subjected to an exterior kennel.
2. At no time will a Department owned canine be housed or left in the care of another individual other than the Canine Handler without the prior approval of the Chief of Police.
3. The Canine Handler will be allowed to house his/her assigned canine at a professional kennel, chosen by the Chief of Police, for a number of days equal to the vacation days earned by the Canine Handler per the current collective bargaining agreement at the Department's expense.

Care

1. A Department owned canine will be cared for by a veterinarian chosen by the Chief of Police. The cost of any authorized examinations or treatments will be covered by the Department. It will be the responsibility of the Canine Handler to schedule, transport, and ensure that his/her canine is current with medical requirements and examinations without additional compensation.
2. The type, brand, and location where food and supplements are purchased will be the decision of the Chief of Police and paid for by the Department. It will be the responsibility of the Canine Handler to transport any supplies without additional compensation, and to ensure that a sufficient supply of food is maintained as his/her home. No animal other than a Department owned canine will be allowed to consume food or supplements purchased by the Department.
3. The Canine Handler will fund any cost of grooming or bathing not approved and authorized by the Chief of Police.

Uniform and Equipment

1. The Canine Handler is required to wear the normal Department patrol uniform unless a BDU type uniform is mutually agreed upon by both the Canine Handler and Chief of Police and at the sole expense of the Canine Handler.
2. The cost to clean and maintain uniforms and equipment will be the same as that described in the collective bargaining agreement.
3. Any specialized equipment approved and authorized by the Chief of Police for the Canine Unit will be at the cost of the Department.

COMPENSATION & BENEFITS

Vehicle

1. The Canine Handler will be assigned a police vehicle chosen by the Chief of Police. This vehicle will be equipped and marked as a canine vehicle. The Canine Handler will be allowed to use this vehicle portal to portal along with any other detail authorized by the Chief of Police. It is understood that the assigned canine vehicle will not be utilized for

personal use.

2. If the assigned vehicle is being repaired or otherwise disabled, the Canine Handler will be assigned a temporary vehicle if available.
3. It will be the responsibility of the Canine Handler to ensure that his/her assigned vehicle is properly maintained and safety checked. If repairs are needed, it is the responsibility of the Canine Handler to notify the Chief of Police and Fleet Manager as soon as repairs are needed.
4. It will be the responsibility of the Canine Handler to ensure that his/her assigned vehicle is kept clean and equipped for duty.

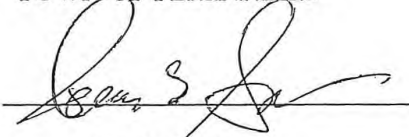
Salary

1. Any officer assigned to the duty of Canine Handler will maintain salary and benefits as determined by the current collective bargaining agreement.
2. In addition to his/her normal pay, a Canine Handler will receive an additional one hundred dollars (\$100.00) per week equivalent to five thousand two hundred eighteen dollars (\$5,218.00) per year. The parties agree that this additional compensation shall be pay for the time it takes during off duty hours to care for, feed, and groom the canine above and beyond time spent doing so during the normal scheduled work day.
3. In the event a Canine Team is needed and the Department's Canine Team is off-duty, the Canine Handler will be contacted first so long as the Canine Handler's response time does not jeopardize the safety of all parties involved or the integrity of the case at the Chief of Police's or his/her designee's discretion. The Canine Handler will then be paid at time and one-half (1 ½) the Canine Handler's regular rate of pay according to the current collective bargaining agreement.
4. The Canine Handler(s) will be allowed to maintain his/her placement in the normal rotation for patrol overtime, and additional hours of worked while on canine call-outs will not affect his/her placement on the overtime list.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 13 day of

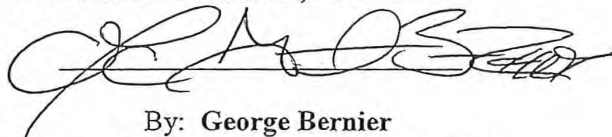
May, 2015.

TOWN OF PLAINFIELD



By: **Paul Sweet**
First Selectman

THE UNITED PUBLIC SERVICE EMPLOYEES
UNION/COPS DIVISION, UNIT # 564



By: **George Bernier**
President, UPSEU/COPS, Unit # 564



Witness



Witness


MEMORANDUM OF AGREEMENT


The Town of Plainfield (the "Town") and UPSEU/COPS, Unit #564 (the "Union") hereby agree as follows:

1. That the Town and the Union are parties to a Collective Bargaining Agreement (CBA) which was ratified by the parties on April 22, 2015 and has effective dates of July 1, 2015 through June 30, 2018;
2. That as the result of the new twelve (12) hour schedule starting on July 1, 2015 as indicated in Article Six (6) of the CBA, the Town and the Union agree it is necessary for Article 23 Section 23.1 (Promotional Policy) to go into effect immediately upon signing this agreement in order to avoid an unnecessary rebid in July of 2015 as a result of the promotion(s).
 - *Article 23 Section 23.1: The promotional policy for the position of Sergeant in the Plainfield Police Department shall include a written, oral examination, and a Chief of Police examination. All three (3) scores will be averaged with the written score being 33%, oral examination 33%, and Chief of Police examination worth 34%. The Chief of Police examination may include, but not be limited to, an oral interview as well as the production of documents. Any officer having sustained discipline as described in Sections 15.6 b, c, and d in the twenty-four (24) months prior to the date of the position announcement shall be ineligible to test for promotion to Sergeant. The qualifications for any position shall be determined in the discretion of the Chief of Police.*
3. That in addition to above, the Town and Union agree it is necessary to change Article 6 Section 6.2 to state the following:
 - *Article 6 Section 6.2: The new work cycle shall be posted at least ~~thirty (30)~~ six (6) days before the expiration of the existing work schedule.*
4. That the change in Article 6 Section 6.2 will revert back to "thirty (30) days" after July 1, 2015.
5. That no other aspect of the contract will be changed without written agreement from both parties.

TOWN OF PLAINFIELD

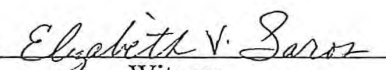
UPSEU/COPS UNIT #564

By: 
 Paul Sweet
 First Selectman

By: 
 George Bernier, President
 UPSEU/COPS Unit #564

Date: 5-6-15

Date: 5/13/2015

By: 
 Elizabeth V. Saroz
 Witness

Date: 5/6/15

Appendix C

Family Medical and Leave Act Policy

An eligible employee shall be entitled to a maximum of 12 weeks of unpaid leave of absence within any twelve-month period for the following reasons:

Family Leave--	Birth or adoption of a child, or placement of a child with the employee for foster care or adoption Serious health condition of the employee's child, spouse or parent
Medical Leave--	Serious health condition of the employee, which renders the employee unable to perform the functions of his or her position

The twelve-month period will begin with the first day a leave is taken. Leave for the birth, adoption, or placement for adoption or foster care of a child must be concluded within the first 12 months after the birth, adoption or placement of the child.

Eligibility

An employee will be eligible for leave under this policy if he or she has been employed for 12 months or more and has worked at least 1,250 hours in the twelve-month period preceding the first day of leave. In determining eligibility for leave, a "rolling" twelve-month period is used, measuring backward from the date leave is requested.

An employee requesting leave will be required to apply any accrued sick leave and vacation time toward such leave. Employees who are collecting workers compensation benefits during periods of leave are not entitled to use sick time, vacation time or any other paid time. Workers' compensation and disability leaves will be designated as, and run concurrently with FMLA leave.

If a husband and wife both work for the Town and both are eligible for leave under this policy, the spouses are limited to a combined total of 12 weeks if the leave is taken for (1) the birth or care of a newborn; (2) placement of a child with the employee for adoption or foster care, or (3) to care for an employee's parent with a serious health condition. However, each is entitled to the maximum leave to care for their own or each other's serious health condition, or that of a child. Further, if one spouse is ineligible for FMLA leave, the other will be entitled to the full 12 weeks of FMLA leave, no matter what the reason for the leave.

Notice Requirements

A request for a family or medical leave must be made at least 30 days in advance, if possible. Where the need to leave is unforeseeable, notice should be provided as soon as practicable (i.e.,

within one or two business days of when the need for leave becomes known to the employee). The failure to provide the required notice may result in denial of the leave until proper and timely notice is given by the employee.

The notice should state the reason for the leave, its start date, and expected duration. Appropriate documentation may be requested to verify the reasons for the leave. Any requested leave based on a serious health condition, whether it involves the employee or a family member, must be supported by appropriate medical certification. An employee is required to have a "Certificate of Physician or Practitioner" completed by the treating physician or health care provider. The completed certification must be submitted within fifteen days of the requested leave, except in unusual circumstances.

In all case of leave for medical reasons, the Town reserves the right to request a second medical opinion at Town expense. If the second opinion is obtained and differs from the original certificate supplied by the employee's physician, the Town may request a third opinion from a health care provider, at Town expense who shall be chosen by the Town and the employee. Periodic re-certification also may be required for requested extensions of medical leave, absences which exceed thirty days, and other appropriate circumstances. The opinion of the third medical provider shall be final and binding.

If the need for medical leave is foreseeable, based on planned medical treatment, the employee must make reasonable efforts to schedule the treatment so it will not unduly disrupt the Town's operations.

Intermittent or Reduced Schedule Leave

FMLA leave may be taken intermittently or on a reduced schedule basis. In cases of a serious health condition of the employee or a family member, such leave may be permitted in circumstances when it is medically necessary, but appropriate medical certification will be required. In dealing with planned medical treatment, an employee is required to make reasonable effort to schedule the treatment so as not to unduly disrupt Town operations, and the Town reserves the right to request rescheduling of such treatment in appropriate circumstances. Further, where a reduced work schedule or intermittent leave is foreseeable based on planned medical treatment, the Town reserves the right to temporarily transfer the employee to a position that better accommodates the employee's recurring periods of leave.

The Town's consent for intermittent or reduced schedule leave is required for any FMLA-qualifying reason not involving a serious health condition.

Any time permitted based on a reduced work schedule or intermittent leave will be treated in the same manner as absences under the family and medical leave policy, and such absences will be applied against the leave permitted under such policy.

Continuation of Health Benefits While on Leave

An employee on a family or medical leave under this policy will be retained on the Town's health plan on the same condition as active employees, except that the employee must make arrangements with the Finance Director for timely payment of the employee's portion of the premium in order to continue such coverage, and if any premium payment is more than thirty days late, coverage will be lost during the period of leave. In circumstances where an employee is on paid leave, the appropriate deductions will be made in the same manner as the employee's regular paycheck. Arrangements also may be made with the Finance Director for the continuation of certain other benefits during the period of leave. The employee will not be entitled to the accrual of seniority or earn additional employee benefits (e.g., vacation or sick leave) during the period of the leave. However, any family or medical leave will be treated as continued service for purposes of the Town's pension and other retirement plans.

In the event that an employee fails to return from leave, consistent with the terms of this policy, the employee will be liable for the employer's share of the insurance premiums unless: (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member; or (2) the failure to return stems from circumstances beyond the control of the employee.

Return to Work

During periods of leave, employees are required to report to the Town periodically regarding their status and intention to return to work.

Upon the expiration of any leave of absence under this policy, the employee will be entitled to return to the employee's original position or, if this position is not available, to an equivalent position with equivalent pay, except that the employee will not be entitled to any employment rights or benefits, greater than those he or she would have had in the absence of taking such a leave.

In the case of medical leaves involving a serious health condition of an employee, medical certification will be required verifying an employee's ability to return to work. A physical examination may be required. If the employee is medically unable to perform his or her original job, he or she shall be transferred to work suitable to his or her physical condition, where such work is available.

If the employee's work site closes while the employee is on leave, if the employee's shift is eliminated, or if the employee would have been laid off had he or she not taken FMLA leave, the employee is not entitled to reinstatement. Further, key employees (salaried employees whose salary is in the top 10% of employees at the work site) have no guarantee of reinstatement, if reinstatement would cause substantial and grievous economic injury to the Town's operations. Key employees must be given notice at the time of the FMLA request that the employee is (1)

APPENDIX B

RETIREMENT PLAN
FOR
POLICE OFFICERS
OF THE
TOWN OF PLAINFIELD, CONNECTICUT

(Amended and Restated

As of July 1, 2015)

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INTRODUCTION

This Agreement is between the Town of Plainfield, hereinafter referred to as the "Town" or "Employer," and the **United Services Employees Union COPS Division, Unit #564**, hereinafter referred to as the "Union," and provides for the following terms in connection with the Town's Pension Plan for Policemen.

The Retirement Plan for Policemen of the Town of Plainfield was last amended and restated effective as of January 1, 2002. The purpose of the Plan, which is a defined benefit pension plan, is to provide retirement benefits for participants, in addition to Social Security benefits.

Effective **July 1, 2015**, except as otherwise noted, the Plan is hereby amended and restated in its entirety in order to comply with changes in the Code.

Except where noted herein, the provisions of this amended and restated Plan shall apply only to Members who terminate employment on or after **July 1, 2015**. The rights and benefits of any other Member shall be governed by the terms of the Plan in effect on the date of termination of employment.

ARTICLE XXV
DEFINITIONS

25.01 “Accrued Benefit” shall mean the benefit determined as of any given date under Section 5.01 of this Plan and payable at a Participant’s Normal Retirement Date.

25.02 “Actuarial Equivalent” shall mean a benefit which is equal in value to the normal form of benefit and is determined using the actuarial equivalent factors specified in Schedule I.

25.03 “Actuary” shall mean a member of the Society of Actuaries who is Enrolled by the Joint Board for the Enrollment of Actuaries.

25.04 “Annuity Commencement Date” shall mean the first of the month when annuity payments are to begin under the Plan.

25.05 “Basic Monthly Earnings” shall mean one-twelfth (1/12th) of a Participant’s basic annual earnings as of each January 1, excluding overtime pay, commissions, bonus payments, or any other extra compensation, as determined by the Employer. Basic Monthly Earnings for any month shall not exceed one-twelfth of \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code.

25.06 “Beneficiary” shall mean the Participant’s designated beneficiary under this Plan or, in the absence of an effective designation, the applicable person, persons, or entity as determined herein.

25.07 “Code” shall mean the Internal Revenue Code of 1986, as amended.

25.08 “Contingent Annuitant” shall mean the person designated by the Participant to receive payments upon his death under the Contingent Annuitant Option.

25.09 “Continuous Service” shall mean the period of uninterrupted employment of a Participant with the Employer, as determined and reported by the Employer. Periods during which the Employee’s customary employment is less than the standard, full-time workweek for Policemen are excluded.

25.10 “Credited Service” shall mean the service counted for calculating benefits as determined under Section 2.01 of this Plan.

25.11 “Effective Date” shall mean March 8, 1993.

25.12 “Employee” shall mean a full-time employee on the active employment rolls of the Employer on or after the Effective Date of this Plan, excluding any employees whose customary employment is less than the standard, full-time workweek for Police Officers.

25.13 “Employer” shall mean the Town of Plainfield.

25.14 "Final Average Earnings" shall mean a Participant's Basic Monthly Earnings averaged over the highest three (3) calendar years he is included as an active Participant in the plan.

25.15 "Fiscal Year" shall mean the 12 months from July 1st of any year to June 30th of the following year, both dates inclusive.

25.16 "Normal Retirement Date" shall mean the date specified in Section 4.01 herein.

25.17 "Participant" shall mean an Employee who is eligible to participate according to Article III of this Plan. "Participant" shall not include Retired Participant, Terminated Participant, or any former Participant who has become ineligible for any reason.

25.18 "Participant Contributions" means contributions required from a Participant as a condition of eligibility and participation in this Plan.

25.19 "Pension Fund" shall mean the assets held for the Plan.

25.20 "Plan" shall mean the Retirement Plan for Policemen of the Town of Plainfield as stated herein as it may be amended from time to time.

25.21 "Plan Administrator" shall mean the Pension Board of the Town.

25.22 "Plan Year" shall mean the period beginning each year January 1 and ending each December 31.

25.23 "Retired Participant" shall mean a former Participant who retired and commenced receiving benefits in accordance with Section 4.01 or 4.02 of Article IV.

25.24 "Retirement Date" shall mean the date a Participant terminates service with the Employer for the purposes of retirement benefit eligibility as provided in Article IV.

25.25 "Spouse" means the person to whom a Participant or Retired Participant is legally married.

25.26 "Town" means the Town of Plainfield.

25.27 "Union" means the United Services Employees Union COPS Division, Unit #564.

Construction: Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise, and wherever used herein a pronoun in the singular form shall be considered as being in the plural form unless the context clearly indicates otherwise.

ARTICLE XXVI
CREDITED SERVICE

26.01 Credited Service Credited Service shall mean that portion of a Participant's Continuous Service which is used to determine the amount of retirement benefit he may become eligible to receive, as provided in Article V. A Participant shall receive credit for each year and fraction thereof, to the nearest month, of Continuous Service completed by said Participant from his date of employment to the earlier of his date of termination, Normal Retirement, or Late Retirement, whichever is applicable. Each such year (or fraction thereof) of Continuous Service shall, for the purposes of this Plan, be deemed to be a year (or fraction of a year) of "Credited Service."

26.02 Continuous Service with the Employer shall not be broken in the event of:

- (a) Absence with consent of the Employer (during any period not in excess of twelve (12) consecutive calendar months, except that the Employer may consent to extend the period of leave), and, to the extent not covered by the foregoing, any period of absence which constitutes leave permitted under the Family and Medical Leave Act of 1993.
- (b) Absence from work because of occupational injury or illness, incurred as a result of employment with the Employer, for which absence a Participant is eligible to receive Workers' Compensation payments.
- (c) Absence in the service of the Armed Forces of the United States, provided the Participant shall re-enter the employ of the Employer within the statutory period during which his right to re-employment is guaranteed after he has first become eligible for discharge or separation from active duty.

26.03 In interpreting the above Section 2.02, the Employer shall apply uniform rules in a like manner to all Participants under similar circumstances.

26.04 A Participant shall not receive Credited Service for any absence specified in Sections 2.02(a) or (c) above, but shall retain Credited Service accrued prior to any such absence and upon return to active employment with the Employer shall recommence to accrue Credited Service. Participants must continue to make Participant Contributions during any absence specified in Section 2.02(b) above.

26.05 Failure to return to active Employment with the Employer by the end of any period specified in Section 2.02 above shall be considered a termination of employment. Any Participant whose employment with the Employer has been terminated shall, for the purpose of this Plan, be considered a new Employee upon his subsequent re-employment by the Employer, subject to the provisions set forth elsewhere in this Plan, including but not limited to, Article VII hereof. Notwithstanding the aforesaid, any Participant who is subsequently reemployed by the Employer shall receive credit for prior service in the computation of his eventual retirement benefit if at the time of re-employment the Participant's contributions returned to him upon

termination of employment are repaid in full with additional interest at a rate to be determined by the Employer.

26.06 Notwithstanding any provision of this Plan to the contrary, Continuous Service, Credited Service and Accrued Benefits with respect to any Employee engaged in qualified military service will be provided in accordance with Section 414(u) of the Code.

ARTICLE XXVII PARTICIPATION

27.01 Eligible Employees. An Employee who was a Participant on June 30, 2004 will continue to be a Participant. Each other Employee will be eligible to become a Participant of the Plan if he is a full-time police officer who is a member of the bargaining unit; said employees shall automatically become members of the Plan.

27.02 Date of Participation. An Employee who participates will become a Participant as of the first day of the month coinciding with or next following the date he becomes eligible for participation.

27.03 Re-employment. If a Participant terminates his employment with the Employer and is subsequently rehired by the Employer, he will become a Participant of the Plan upon again satisfying the requirements of Section 3.01 and Section 3.02.

27.04 Participant Contributions.

- (a) Effective July 1, 2015, each Participant shall make Participant Contributions to this Plan while he remains a Participant hereunder in an amount equal to eight (8.00%) percent of his Basic Monthly Earnings.
- (b) Said Participant Contributions shall be exclusive of overtime, commissions, bonus payments, outside earnings, accumulated sick leave, any other extra compensation, or other employment with the Town, and shall be converted to either a weekly or monthly contribution as determined by the Town payable through payroll deductions.
- (c) If a Participant who is receiving benefits (or the beneficiary of a Participant who is receiving benefits) dies before having received (in the case of a beneficiary, including any amount paid to the Participant) an amount equal to such Participant's Contributions, then an amount equal to the balance of such contributions shall be paid to the Participant's estate (or the beneficiary's estate, if applicable).

ARTICLE XXVIII
BENEFIT ELIGIBILITY

28.01 Normal Retirement Date. "Normal Retirement Date" shall mean the voluntary retirement age which shall be the earlier of:

- (a) Age fifty-five (55) with at least ten (10) years of continuous service or fifteen (15) years of aggregate service; or
- (b) Twenty-five (25) years of aggregate service with no age requirement.

28.02 Late Retirement Date. A Participant may continue employment after his Normal Retirement Date. The Late Retirement Date of any Participant who is in employment with the Employer beyond his Normal Retirement Date shall be the first day of the month coincident with or next following the Participant's date of termination of employment.

ARTICLE XXIX
ACCRUED BENEFITS AND RETIREMENT BENEFITS

29.01 Accrued Benefit. The monthly Accrued Benefit of a Participant shall be equal to two (2.0%) for Participant's Credited Service for years of service prior to July 1, 2004 and two and one-half (2.5%) percent for Participant's Credited Service for years of service on or after July 1, 2004 of the Participant's Final Average Earnings multiplied by the Participant's Credited Service as of the date the determination is being made. Employees hired after November, 27, 2012 ("New Hire Participants") shall effective July 1, 2015; be entitled to participate in the Retirement Plan for Police Officers of the Town of Plainfield, Connecticut ("Police Pension Plan"). These New Hire Participants shall have a monthly accrued benefit subject to the terms of the Police Pension Plan equal to two percent (2%) of said New Hire Participant's credited service multiplied by the New Hire Participant's Final Average Earnings for years of service starting on July 1, 2015. All employees (Participants and New Hire Participants) shall effective July 1, 2015, contribute eight percent (8%) of basic monthly earnings as contributions to the Police Pension Plan.

29.02 Normal Retirement Benefit. The amount of Normal Retirement Benefit payable to a Participant who retires on his Normal Retirement Date shall be equal to his Accrued Benefit determined as of such Participant's Normal Retirement Date.

29.03 Late Retirement Benefit. The amount of Late Retirement Benefit payable to a Participant who retires on a Late Retirement Date shall be equal to his Accrued Benefit determined as of such Late Retirement Date.

29.04 Limitation. Notwithstanding the foregoing provisions of this Article V, the Retirement Benefit payable to any Participant shall not exceed the maximum amount permitted under Section 415 of the Code, the provisions of which are hereby incorporated herein by reference.

ARTICLE XXX
PAYMENT PROVISIONS AND FORMS OF PAYMENT

30.01 Payment of Retirement Benefit. A Participant's retirement benefit will be payable monthly. The first of such monthly payments shall be made as of the first of the month coincident with or next following the Participant's Retirement Date, with subsequent monthly payments being made as of the first of each month thereafter.

30.02 Non assignment. All retirement benefit payments, or other payments, are provided for the Participant or other payee for the support and maintenance of such payee, and shall not be assigned, commuted (except as may be provided herein), or anticipated, shall be free from the claims of all creditors to the fullest extent permitted by law.

30.03 Normal Form of Payment. A Retired Participant's Retirement Benefit shall normally be payable in the form of a monthly Life Annuity commencing on his Normal or Late Retirement Date, whichever is applicable, and shall cease with the last payment due immediately preceding the Retired Participant's death.

In lieu of receiving his retirement benefit in this form, a Participant may elect to receive an Actuarial Equivalent benefit of equal value based on one of the optional forms of payment subsequently described in this Article.

30.04 Contingent Annuitant Option. The Participant who elects this option will receive a reduced amount of benefit during his lifetime so that; after his death, retirement benefits equal to 100%, 66-2/3%, or 50% thereof (as specified in the election) will be paid for the life of the Contingent Annuitant designated by the Participant if he survives the Participant.

At the Participant's Retirement Date, if the option is in effect, the amount of retirement benefit will be the Actuarial Equivalent of the Normal Form of Payment.

This option will be inoperative if the Contingent Annuitant is someone other than the Participant's spouse and the reduced amount of the retirement benefit payable to the Member is not more than 50% of the amount of retirement benefit which would have been payable to him had the option not been elected. Such prohibition is designed to conform the Plan to the Internal Revenue Service requirement that the amount of benefits provided a Beneficiary of an Employee, under various optional forms of payment, must be "incidental" to the basic purpose of providing retirement benefits to the Employee himself.

This option will be inoperative if the Contingent Annuitant dies before the Participant's Retirement Date or if the Participant dies before his Retirement Date.

At any time before his Retirement Date, the Participant may elect or revoke this option or change the percentage of his benefit to be continued to his Contingent Annuitant by filing written notice with the Employer.

If any form of the Contingent Annuitant Option is in effect, the Participant cannot change his Contingent Annuitant after benefit payments commence.

30.05 (a) Ten (10) Year Certain and Life Option. The Participant who elects this option will receive a reduced amount of retirement benefit during his lifetime so that, if his death occurs within the ten (10) year period commencing upon his Retirement Date, retirement benefits in the same amount will be paid to the Beneficiary designated by the Participant for the balance of this ten (10) year period.

(b) Twenty (20) Year Certain and Life Option. The Participant who elects this option will receive a reduced amount of retirement benefit during his lifetime so that, if his death occurs within the twenty year period commencing upon his Retirement Date, retirement benefits in the same amount will be paid to the Beneficiary designated by the Participant for the balance of this twenty (20) year period.

At the Participant's Retirement Date, if the Ten (10) or Twenty (20) Year Certain and Life Option is in effect, the amount of retirement benefit payable to him will be the Actuarial Equivalent of the Normal Form or Payment.

These options will be inoperative if the Participant dies before his Retirement Date.

At any time before his Retirement Date a Participant may elect or revoke these options by filing written notice with the Employer.

A Participant may change his beneficiary either before or after benefits commence if he has elected either the Ten (10) or Twenty (20) Year Certain and Life Option.

30.06 Other Options. The Participant may elect any other option approved by the Pension Board which is the Actuarial Equivalent of the benefit otherwise payable in the normal form, so long as no such option violates the provisions of Section 401(a)(9) of the Code.

30.07 Re-employment of a Retired Participant. If a Retired Participant is re-employed by the Employer as an Employee eligible to participate in the Plan, his Retirement Benefit payments shall cease with the last payment due immediately prior to his re-employment as such. Retirement Benefit payments shall again become payable on the first day of the month following his subsequent termination of employment, and shall be equal to his Accrued Benefit calculated at such date, reduced by the Actuarial Equivalent of the benefits paid prior to re-employment.

ARTICLE XXXI

TERMINATION OF EMPLOYMENT

31.01 Termination Before Retirement. A Participant who terminates employment before his Normal Retirement Date shall forfeit all rights to benefits under the Plan, other than the right to receive a return of his contributions to the Plan (without interest).

ARTICLE XXXII DEATH BENEFITS

32.01 Death of Active Participant with Less than One (1) Year of Credited Service. If an active Participant with less than one year of Credited Service dies before his benefits commence, he shall not retain any non-forfeitable rights hereunder.

32.02 Death of Active Participant with More than One (1) Year of Credited Service. An active participant in the Plan, who dies after accruing one year of Credited Service as a Participant of the Plan, shall have a death benefit paid to the Participant's Spouse. The Participant's Spouse shall be entitled to a monthly pension with payment commencing on the first of the month coincident with or following death (or the date the Participant would have attained age 55, if later), equal to 50% of the Participant's Accrued Benefit calculated as though the Participant had retired on the day before his death (or at age 55, if later, but without crediting any service or compensation for the period after the date of death) and such date had been the Participant's Normal Retirement Date (or Late Retirement Date, if death occurs after the Normal Retirement Date). The benefit is payable for the remainder of the Spouse's life.

32.03 Small Benefits If the Actuarial Equivalent of the beneficiary's death benefit is less than \$5,000, the Town shall pay the value of such benefits in one lump sum payment.

32.04 Death after Actual Retirement Date. If a Participant dies after he has retired, his death benefit will be determined under the form of payment then in effect. The various forms of payment are described in Article VI.

ARTICLE XXXIII FUNDING

33.01 For the purpose of providing the benefits described in this Plan during the continuance of this Plan, the Employer will make such funding arrangements as it deems appropriate. No part of the Pension Fund shall be used for, or diverted to, purposes other than the exclusive benefit of Participants covered under this Plan, or their beneficiaries, prior to the satisfaction of all liabilities hereunder with respect to them. No person shall have any interest in or right to any of the Pension Fund except as expressly provided in this Plan.

33.02 The Employer expressly reserves the right to change the method of funding at any time at its own election and without the consent of any other person or organization of any kind.

ARTICLE XXXIV ADMINISTRATION

34.01 This Plan shall be administered by the Employer in accordance with this Plan. All decisions of the Employer with respect to the administration of this Plan shall be conclusive and binding on all Participants.

34.02 The Employer shall have the right to make such rules as may be necessary for such administration and shall require Participants to file written applications for retirement, to produce satisfactory evidence of their dates of birth, to designate, if applicable, a Contingent Annuitant or Beneficiary and furnish such other information as may from time to time be deemed necessary.

ARTICLE XXXV

RIGHT OF THE EMPLOYER TO DISCONTINUE OR AMEND THIS PLAN

35.01 The continuance of this Plan is not assumed as an obligation of the Employer beyond the duration of the Collective Bargaining Agreement between the Town and the Union. Further, the Employer is under no obligation to make any specified contributions to said Plan.

35.02 The Employer shall have the right to change, amend, or modify this Plan at any time for the purpose of conforming the Plan to the requirements of the Internal Revenue Code of the United States or of any other pertinent provisions of Federal or State law, or any regulation or ruling of any duly constituted authority in connection therewith; the same may be made effective at any time with retroactive effect.

ARTICLE XXXVI

PROCEDURE ON DISCONTINUANCE OF THE PLAN

36.01 This Plan shall be discontinued upon written notice by the Employer to the Participants covered hereunder of discontinuance of this Plan. In the event of discontinuance of contributions, the Participants will be fully vested.

36.02 In the event this Plan shall be discontinued, no further payments shall be made by the Employer to the Pension Fund. The Pension Fund shall become vested in said Participants covered under this Plan at the date of discontinuance in the manner hereinafter indicated.

- (a) Any funds which shall be available for distribution upon discontinuance of this Plan shall be applied to provide benefits for Participants eligible on that date for Normal Retirement hereunder in amounts to which said Participants shall be entitled under this Plan to the extent that sufficient funds therefore shall be available.
- (b) Any funds which shall be available for distribution after the provision for the benefits described in (a) above shall be applied to all other Participants in amounts to which said Participants shall be entitled under this Plan to the extent that sufficient funds therefore shall be available.

36.03 Said available funds contributed by the Employer shall be used to completely provide for the benefits in any one class as described above before being used for subsequent classes. In the event the funds available for a class are insufficient to completely provide for the benefits for such class, they shall be applied pro-rata within the class to provide for such benefits to the extent that such funds are sufficient.

36.04 Any funds which shall be available for distributions after the provision in full for all the benefits described in (a) and (b) of Section 12.02 above shall be paid in cash to the Employer.

ARTICLE XXXVII
MISCELLANEOUS

37.01 Inclusion in this Plan shall not be construed as giving the Participant any right to be retained in the service of the Employer without the Employer's consent, nor shall it interfere with the right of the Employer to discharge the Participant, nor shall it give the Participant any right, claim, or interest in any benefits herein described except upon fulfillment of the provisions and requirements of this Plan.

37.02 No Participant, former Participant, Retired Participant, Contingent Annuitant, or Beneficiary shall have the right to assign, commute, or encumber the benefits herein provided. To the maximum extent permitted by law, the benefits or payments herein provided shall not in any way be liable to attachment, garnishment or other process, or to be seized, taken, appropriated, or applied by any legal or equitable process to pay any debt or liability of such Participant, former Participant, Retired Participant, Contingent Annuitant, or Beneficiary.

37.03 The Plan shall be construed and enforced under the laws of the State of Connecticut and all the provisions hereof shall be administered in accordance with laws of that State.

37.04 Notwithstanding the aforesaid or any prior agreement, it is understood and agreed that the provisions contained herein shall only pertain to members of the Collective Bargaining Unit represented by the Union.

37.05 This Plan is hereby incorporated and made a part of the current Collective Bargaining Agreement between the Town and the Union.

37.06 If any Article or any Section of this Plan is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections or portions thereof shall be valid.


ARTICLE XXXVIII
SIGNATURE AND VERIFICATION

This amended and restated Plan shall take effect as of **July 1, 2015**, unless otherwise stated herein.

Executed this 22nd day of April, 2015.


ATTEST:

Town of Plainfield

By 

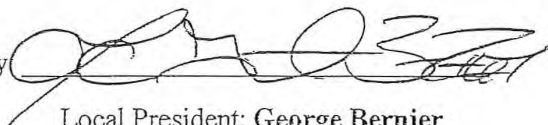
Official Title: First Selectman

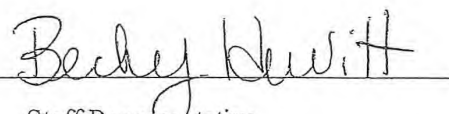
Paul Sweet

Witnessed by: 

Official Title: First Selectman

United Services Employees Union
COPS Division, Unit #564

By 
Local President: George Bernier

By 
Staff Representative

RETIREMENT PLAN FOR POLICE OFFICERS
OF THE TOWN OF PLAINFIELD, CONNECTICUT

SCHEDULE I

ACTUARIAL EQUIVALENCY FACTORS

A. FOR CALCULATIONS OF ALTERNATIVE FORMS OF BENEFIT (OTHER THAN
LUMP SUMS)

(a) Mortality Basis: UP 1984 (with ages set back 2 years for Participants and 5 years
for Contingent Annuitants)

(b) Interest Rate: 7%