

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE TOWN OF REDDING  
AND  
UNITED PUBLIC SERVICE EMPLOYEES UNION  
JULY 1, 2017 TO JUNE 30, 2020**

## AGREEMENT

THIS AGREEMENT entered into as of the 1st day of July, 2017 by and between the TOWN OF REDDING, CONNECTICUT, hereinafter referred to as the “Town” and THE REDDING POLICE UNION Unit 2907 and Unit THE UNITED PUBLIC SERVICE EMPLOYEES UNION UPSEU/COPS, hereinafter referred to as the “Union.”

ARTICLE 1General Purpose

Section 1.1 The parties to this Agreement have completed collective bargaining negotiations with respect to matters which are subject to collective bargaining. The general purpose and intent of the parties is that this Agreement will provide harmonious relations between the employees which it covers, the Union, and the Town, and that such relations will be stabilized and maintained by the basic terms and conditions set forth herein, which both parties have agreed to observe with respect to rates of pay, hours of work and conditions of employment.

ARTICLE 2Recognition

Section 2.1 In accordance with the certification issued by the Connecticut Labor Relations Board in Case No. ME-29,584, February 10, 2012, the Town recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the following collective bargaining unit:

Included All uniformed and investigatory employees of the Redding Police Department regularly scheduled for twenty (20) hours or more per week, including the animal control officer;

Excluded All other employees of the Town of Redding and the Chief of Police and the Executive Officer.

Section 2.2 The term “employee” and “employees” as used in this Agreement shall mean respectively each employee and each and every employee of the Town for whom the Union is recognized as the exclusive collective bargaining agent in accordance with Section 2.1 of this Article. Wherever the word “Union” is used in this Agreement, it shall include the term “employee” or “employees” unless expressly provided otherwise or unless the context requires that such term be confined to the Union and its authorized agents and representatives only.

Section 2.3 Upon receipt by the Town of a written request signed by an employee on the Union's usual form of request, the Town will deduct from the wages due such employee in each pay period membership dues and uniform assessments while said request remains in effect. Such payments are to be made once a month in the form of a check covering all payments thus deducted, said check to be payable to the order of UPSEU/COPS by the next accounts payable date after such deductions have been made, and mailed to the UPSEU controller or to such substitute address as the Union shall furnish to the Town in writing from time to time.

Such check-off authorization shall continue in effect from year to year unless an employee specifically cancels or revokes such check-off authorization by written notice to the Town .

Section 2.4 The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon certified lists furnished by the Union or for the purpose of complying with any of the provisions of this Article and shall indemnify and save the Town harmless of and from any and all loss, cost or expense in any way occasioned by or related to any such claims, demands, suits or other form of liability.

### ARTICLE 3

#### Management Prerogatives

Section 3.1 Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Town has retained the usual management rights and that the right to manage the business of the Town and direct the working force of the Police Department is vested exclusively in the Town, which right shall include but shall not be limited to, the right to hire, promote, demote and transfer; to suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees and prescribe reasonable rules to that end which do not affect wages, hours or other terms and conditions of employment; to layoff because of lack of work; to dismiss for proper cause; to determine the extent to which work or employment shall be increased or reduced, including the exclusive right to plan, direct and control the Police operations; and to change equipment or facilities.

### ARTICLE 4

#### Seniority

##### Section 4.1

(a) Seniority shall be defined as an employee's length of continuous service in the bargaining unit dating from his/her most recent date of appointment into said unit.

(b) Beginning July 1, 2017 for any employee hired or promoted thereafter, seniority shall be considered as "time in grade," which is defined as the length of time that the employee has in his or her current rank or assignment.

Section 4.2 Whenever more than one employee is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be

determined by their relative position or order of appointment, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their appointment or swearing in.

Section 4.3 Seniority will be considered lost for the following reasons:

- (a) When a lay-off exceeds one (1) year;
- (b) When an employee is discharged for just cause;
- (c) When an employee voluntarily terminates his/her employment;
- (d) When an employee fails to report the cause of his/her absence from work within three (3) days of the start of such absence, except when circumstances caused by sickness or accident make it impossible for him/her to report;
- (e) Failure to renew a leave of absence;
- (f) Retirement;
- (g) Failure to notify the First Selectman of his/her intention to return to work within three (3) working days after delivery of notices of recall sent to his/her last address furnished by the employee, or, after replying to such notice, failure to report for work on the day scheduled for his return to work;
- (h) Inability to keep a reasonable work schedule.

Section 4.4 Seniority shall not accrue during any period in which an employee is on active duty in a military service.

Section 4.5 Lay-offs shall occur in inverse order of seniority. Recall shall be in the order of seniority with the most senior recalled first. The Animal Control Officer shall be treated as a separate department for purposes of layoff and recall.

ARTICLE 5Probationary PeriodSection 5.1

(a) Employees shall be on probation for their first six (6) months of employment in the bargaining unit following completion of the Field Training Program. A probationary employee may be released by the Town at any time during the probationary period after a hearing before the First Selectman. The Union shall not have recourse to the arbitration procedure in such case. Upon completion of thirty (30) days of employment such an employee shall be eligible to receive holiday pay and to apply for and receive insurance benefits, with coverage to commence on the first of the following month. Upon successful completion of the probationary period, the employee shall obtain seniority status and his/her seniority shall date back to his/her date of appointment into the bargaining unit.

(b) Employees who are promoted to any rank shall be on probation for the first six (6) following the effective date of the promotion. During this probation period, such employees may be returned to their prior rank, which will not be considered a disciplinary demotion.

ARTICLE 6Grievance Procedure

Section 6.1 A grievance hereunder shall be defined as any dispute arising during the term of this Agreement involving the interpretation or application of a specific provision of this Agreement. Prior to a formal grievance, the parties encourage discussion of issues or problems

directly between the employee involved and the Chief of Police. Any such grievance shall be processed in the following manner:

Step 1. The employee involved or the UPSEU representative shall immediately or by the end of the tenth 10<sup>th</sup> business day following the day on which the event giving rise to the grievance occurred, file the grievance with the Chief of Police. The grievance will designate the section of this Agreement alleged to have been violated and describe the facts and issue involved. If either party so desires, there shall be a meeting to discuss the grievance, which upon request of either party will include the employee involved.

Step 2. If a satisfactory settlement of the grievance is not reached within ten (10) business days after Step 1 above, the employee involved or the UPSEU representative shall forward the grievance to the First Selectman of the Town or his/her designee within seven (7) business days or upon receipt of the answer to the grievance from the Chief. Within ten (10) business days after receipt of the written grievance, the First Selectman or his or her designee will meet with the Union President or his or her designee in an attempt to settle the grievance. The First Selectman or his or her designee shall give the Union his/her answer to the grievance in writing within ten (10) business days after his/her discussion of the same with the Union President or his designee. The Town and the Union shall have the right to raise a grievance of general application (as distinguished from an individual employee grievance) directly at this Step 2 and in accordance with the provisions hereof, and each party shall be obligated to meet and answer the grievance within the same time and in the same manner that they are obligated to meet with regard to, and answer, an employee grievance.

Section 6.2 In the event a grievance is not settled at any time in the Steps of the foregoing grievance procedure, either the Union or Town may, by certified mail, postmarked no later than ten (10) business days after the Step 2 answer, submit the grievance for arbitration to the Connecticut State Board of Mediation and Arbitration. Grievances involving termination may be processed to the AAA (American Arbitration Association). If the services of the AAA are requested, then the requester will be responsible for 75% of the fees and the other party will be responsible for 25%.

Section 6.3 Unless otherwise provided, in the event that either party fails to meet the time limits set forth in Steps 1 and 2 above and Section 7.2, the grievance shall be deemed settled in favor of the other party unless the time limits herein have been extended by mutual agreement between the Town and the Union or waived in writing by the party against whom the grievance is filed. Business days will be determined by the days of operation of the Town Hall.

## ARTICLE 7

### Arbitration

Section 7.1 Only the Union or the Town shall have the right to take a grievance to arbitration hereunder. No employee or employees shall have any such right.

Section 7.2 Any grievance hereunder which is not settled through the grievance procedure provided for in Article 6 of this Agreement may be submitted to arbitration by the Union or the Town, provided either of said parties desiring to submit any such grievance to arbitration notifies the other in writing of its intention in this regard within fourteen (14) calendar days as provided in Section 6.2 above.

Section 7.3 The arbitrator shall be limited to ruling on the interpretation or the application of the terms of this Agreement. The arbitrator shall hear the dispute and render a decision that

shall be final and binding on all parties. The arbitrator shall have the power to uphold the action of the Town in discipline cases or to rescind or modify such action, and such power shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

Section 7.4 In the case of any grievance involving money, the arbitrator's award shall not be retroactive in effect for more than thirty (30) days prior to the date the written grievance involved was first submitted to the Town or the Union as the case may be.

Section 7.5 If the services of the Connecticut State Board of Mediation and Arbitration are utilized, the fee of the arbitrator and other administrative expenses of the arbitration, if any, shall be shared equally by the parties. The expenses of an individual party to the arbitration shall be borne by the party incurring them, including payments to representatives, attorneys, witnesses, etc.

Section 7.6 The arbitrator's decision shall be final and binding on the Union and the employees whom it represents, the employee or employees involved and the Town, provided said decision is not contrary to law.

Section 7.7 The Town and the Union hereby agree to waive the time limits within which the arbitrator may render the award, which are specified in Section 52-416 of the Connecticut General Statutes, but direct the Arbitrator to render his/her decision promptly after all material, including briefs, if any, have been submitted to him/her.

## ARTICLE 8

### Discipline

Section 8.1 The Town may discipline, suspend, discharge or otherwise terminate an employee for just cause. If an employee is suspended from work pursuant to the provisions of this Article, the employee shall not work any overtime or extra duty assignments at any time during the period to which the suspension applies, except by special assignment of the Chief of Police in emergency situations.

Section 8.2 If an employee is aggrieved by his/her suspension, demotion, discharge, discipline or termination, the Union shall have the right to challenge such action pursuant to the grievance and arbitration procedure hereof commencing at Step 2 as provided in Section 6.1.

Section 8.3 The Town shall have the authority to relieve any employee from duty, provided however, that the employee shall receive full pay for any such time that the employee is so relieved.

## ARTICLE 9

### No Discrimination

Section 9.1 In accordance with applicable state law, no employee shall be discriminated against on account of race, color, creed, sex, age, political affiliation or for engaging or failing to or refusing to engage in Union activity or representation.

## ARTICLE 10

### Sick Leave

Section 10.1 Employees shall be entitled to unlimited sick leave with pay for each absence from a scheduled work day due to non-work related sickness or injury, except as provided in this

Article. Whenever a period of absence extends for more than three (3) consecutive days, the Town may require the employee to present medical certification in order to receive further sick leave payments, but absences attributable to separate episodes of sickness or injury will not accumulate for purposes of the certification requirements. If abuse of sick leave is shown, an employee may be subject to disciplinary action. The Chief of Police or his designee will review attendance to enforce this provision.

Section 10.2 After an approved period of fourteen (14) calendar days of absence due to sickness, employees will be eligible for short term disability benefits in the amount of their normal weekly salary, less any applicable tax withholding, for the first thirteen (13) weeks. For the next thirteen (13) weeks an eligible employee shall receive 66.66 % of their normal salary, up to the maximum weekly dollar benefit of \$1,000, less any applicable tax withholding, up to a maximum of 26 weeks. Successive periods of disability separated by more than two (2) weeks (10 working days) are considered as a new disability even though the cause of the disability is the same.

Section 10.3 The Town shall continue to provide Long Term Disability insurance pursuant to the terms of the existing policy. Full-time employees who, after the Short-Term Disability period (26 weeks) ends, continue to be totally and permanently disabled and are unable to perform their own job or the duties of any other occupation for which they are qualified by education or training will be eligible to receive Long Term Disability Benefits. Monthly payments under this benefit will be equal to 50% of the employee's normal monthly salary at the time of disability up to a maximum of \$5000. This amount will be reduced by other income to which the employee may be entitled, such as social security benefits, other group insurance disability benefits, or benefits from a pension plan. The Long Term Disability benefits summarized in this contract provide only

the highlights of this disability benefit. For additional information regarding the details of Long Term Disability, employees should contact the Finance Office.

Section 10.4 Any employee who utilizes fewer than four (4) sick days per fiscal year shall receive a \$500 bonus award, payable by July 31 of the following fiscal year.

ARTICLE 11

Holidays

Section 11.1 All employees shall receive the following 12 paid holidays as designated by the State of Connecticut:

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Memorial Day           |
| President's Day  | Independence Day       |
| Easter Sunday    | Labor Day              |
| Columbus Day     | Veteran's Day          |
| Good Friday      | Thanksgiving Day       |
| Christmas Day    | Martin Luther King Day |
| Floating Holiday |                        |

Section 11.2 Each employee shall have the option of electing to receive up to a maximum of thirteen (13) days of holiday pay in lieu of paid days off; however, each employee may elect to receive the designated holidays as days-off, in each fiscal year, in lieu of receiving holiday pay, subject to the needs and operations of the Department. Such days off, in lieu of holiday pay, may only be taken at a time when at least two (2) officers remain on duty as scheduled. Sufficient advance notice shall be given the Chief of Police or his designee for such days off, and such days off will be subject to standard coverage and call-in requirements. Each day of holiday pay, as paid in this section, shall be computed by multiplying an employee's straight time hourly rate by eight (8) hours.

Section 11.3 Any employee who called out sick on a holiday on which he/she is scheduled to work will receive only his/her regular sick-day pay.

Section 11.4 In the event that an employee who was not regularly scheduled to work on a holiday is recalled to duty on the holiday, he/she shall be paid at one and one-half times his straight time hourly rate if assigned to training on said holiday (exclusive of Thanksgiving Day, Christmas Day and New Year's Day), and at double his/her straight time hourly rate for any other work on said holiday.

## ARTICLE 12

### Extra Duty Work

Section 12.1 Whenever any person or organization shall seek the services of employees of the Police Department (not including the Animal Control Officer) for extra duty work, all such work shall be assigned through the Chief of Police, or his representative, on a voluntary and non-discriminatory basis. Such duty shall be assigned in accordance with the provisions of Section 17.7, except that a separate seniority list for extra duty shall be maintained, and shall be paid at the rate of the senior employee's hourly rate then in effect plus one-half of said rate, for all hours worked, with a minimum assignment of four (4) hours.

Any hours worked in excess of eight (8) hours per assignment shall be paid at double time of the top step hourly rate then in effect, with the exception of assignments for Town agencies or Town sponsored events (including Town and Region 9 Board of Education events).

Any hours worked on a holiday or weekend for an extra duty assignment shall be paid at double time of the top step hourly rate then in effect, with the exception of assignments for extra duty to Town agencies or Town sponsored events (including Town and Region 9 Board of

Education events).

Nothing in this Article shall prevent the use of the police auxiliary when deemed necessary by the Town and when full-time police officers are unavailable. Employees shall have up to twenty-four (24) hours of the start of an extra duty work assignment to bump any police auxiliary who had signed for an extra duty assignment.

In the event of a cancellation of an extra duty assignment, the assigned officer shall be given at least four (4) hours notice or the minimum rate shall apply, except that for Town agencies and Town-sponsored events (including Town and Region 9 Board of Education events), the assigned officer shall be given at least two (2) hours notice, or the minimum rate shall apply.

### ARTICLE 13

#### Residency

Section 13.1 Employees shall reside either within any town which is within a 25 mile radius of the town line of the Town of Redding, or within the Town of Redding.

### ARTICLE 14

#### Uniforms and Equipment

Section 14.1 The Town shall provide the initial uniform and equipment for police officers as set forth in Appendix 1, and this uniform will be reserved exclusively for full-time employees of the Redding Police Department. The Town shall provide up to \$1000 per fiscal year per employee for police officers, and \$500 for the Animal Control Officer, for all necessary repairs and replacement of uniforms and equipment (including shoes) stated on the approved list which have been damaged or worn out in the line of duty and for which a purchase order number has been obtained, and as further described in Section 14.3. Such approval shall not be withheld

unreasonably. Non-personal equipment and other supplies will be replaced by the Town from equipment and office supply accounts. Every employee shall take proper care of all uniforms and equipment. Employees will be responsible for replacement of uniforms and equipment damaged or lost due to their personal fault or neglect. If destruction of a uniform item occurs during a specific incident in the line of duty and not as a result of ordinary wear and tear, a special appropriation to pay for replacement of that item will be made.

Section 14.2 All necessary dry cleaning of uniforms will continue to be provided by the Town.

Section 14.3 Dentures, eyeglasses and watches damaged or lost in the line of duty, and not due to personal fault or neglect, shall be repaired or replaced by the Town, provided such loss or damage is reported to the supervisor by the end of the shift of the date of the incident, and to the Chief of Police or his designee. A limit of \$500 for eyeglasses, \$50 for watches and reasonable replacement cost for dentures shall be placed on such replacement items.

Section 14.4 Officers, who by appointment or promotion are required to wear plainclothes, shall be neatly and cleanly dressed in business attire approved by the Chief of Police at all times when on duty, unless other attire is specifically required by assignment. Plainclothes officers may use their annual clothing allowance to purchase said clothing. All necessary dry cleaning for said clothing, when worn in the performance of duty, shall be provided by the Town.

## ARTICLE 15

### Leave of Absence

Section 15.1 A leave of absence for up to one (1) year, without pay, may be granted an employee upon showing of good cause, as provided by this Article under the following conditions:

(a) The request for such leave must be made in writing to the First Selectman not less than thirty (30) days from the beginning of such leave whenever possible, or if such notice is not possible, the employee must give as much notice as possible under the circumstances.

(b) The employee on leave shall be subject to termination if he/she engages in other employment unless waived by the Town.

(c) Seniority will accrue only during the first thirty (30) days of leave of absence.

(d) In the event an employee shall be, or is anticipated to be, on an extended leave of absence, the Executive Officer may, upon the onset of such leave, work as the second officer on patrol for a period not to exceed five (5) days to allow for the minimum patrol staffing needs of the department to be scheduled.

Section 15.2 If an employee fails to return to work upon the expiration of his/her leave of absence, he/she shall be terminated except when circumstances caused by sickness or accident make it impossible for him to report.

Section 15.3 Personal Days. Employees shall be granted up to three (3) personal days off with pay each year, to be taken at the discretion of the employee, and with the approval of the Chief of Police or his designee. Personal days may be taken in ½-day increments.

Section 15.4 Maternity Leave. A female employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present

physical condition, the expected childbirth date and any limitations which may affect her ability to continue her regular duty assignments. The Town will then make reasonable accommodations to provide light duty work in accordance with Article 25, when appropriate in the opinion of the employee's treating physician. Leaves of absence will be in accordance with Sections 10.3 and 15.1 of this Agreement and applicable law.

Section 15.5 Jury Duty Leave Employees required to serve on jury duty must notify the Chief of Police or his designee of the need for such leave. Employees will be eligible for paid jury duty leave provided the jury duty occurs on a regularly scheduled workday. Employees called to jury duty must furnish the Chief of Police or his designee with confirmation of actual hours of jury duty attendance. Employees will be excused from shifts contiguous to jury duty which interfere with the proper performance of either work duties or jury service, but employees who are released from jury duty with at least 2.5 hours remaining in the workday are expected to report for duty.

For purposes of this Section, employees working a shift other than the day shift, shall be transferred to the day shift to fulfill jury duty requirements.

Section 15.6 Union Business Leave

(a) Two members of the Union Negotiating Committee shall be granted leave from duty with pay for all meetings between the Town and Union for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are regularly scheduled to be on duty.

(b) One member of the Union Grievance Committee shall be granted leave from duty with pay for all meetings between the Town and the Union for the purposes of processing

grievances when such meetings take place at a time during which such member is regularly scheduled to be on duty.

Section 15.7 Funeral Leave

Upon the death of a member of the employee’s family, an employee will receive time off with pay in accordance with the following schedule: four (4) days off in the event of the death of parents, spouse or children, including foster child and stepchild; three (3) days off in the event of the death of a mother-in-law, father-in-law, brothers, sisters, grandparents and grandchildren; one (1) day off in the event of the death of a sister-in-law, brother-in-law, niece or nephew. Additional funeral leave may be granted at the discretion of the Chief of Police.

ARTICLE 16

Vacations

Section 16.1 An employee shall receive a vacation with pay as herein provided in accordance with the length of his/her continuous employment, not to include unpaid leaves of absence of over two (2) calendar weeks in a calendar year:

After completion to the following period of continuous employment:	Equivalent amount of vacation:
1 year	5 days
2 years	10 days
5 years	15 days
10 years	20 days
20 years	25 days

Section 16.2 Vacation pay for each vacation week shall be the weekly base rate of pay normally received by the employee.

Section 16.3 Vacations shall be scheduled subject to the needs and operations of the Police Department, and in accordance with the following:

(a) The Town shall post a vacation schedule twice a year (April and October). At that time employees, with seniority having first preference, will have the option of selecting two (2) preferred vacation leave periods of 3 days or more. Once all selections have been made and the schedule finalized, any additional vacation leave requests, if granted, will be on a first come/first served basis.

(b) In the event the Town is unable to obtain a replacement through the voluntary overtime rotation procedure for a vacation leave request submitted with less than seven (7) days notice, the request shall be denied.

(c) Once a vacation leave request has been approved, an employee shall maintain the rights to that vacation leave regardless of any new shift change or reassignment.

(d) Vacation leave may be taken in one-half (1/2) day increments.

Section 16.4 All vacation time must be taken during the appropriate fiscal year unless waived in writing by the Town, provided that vacation time may be accrued from one fiscal year to the next to a maximum of ten days' vacation. The provisions of Section 16.3 will apply to all such vacation. Unused vacation time accrued prior to voluntary termination shall be paid on a pro rata basis at the time of departure if at least four (4) weeks written advance notice of such termination is given.

ARTICLE 17Hours of Work and Overtime

Section 17.1 The normal police work cycle shall consist of four (4) consecutive working days followed by two (2) consecutive days off, after which the cycle will repeat (known as 4-2). Each shift shall consist of eight and one-quarter (8 ¼) hours, which shall include a meal break. However, neither this provision nor any other provision of this agreement shall be construed as a guarantee by the Town of any amount of work in any period, or of payment for time not worked.

On the normal police work cycle, there will be certain 7-day payroll periods with 5 regularly scheduled work days in which the 8 ¼ shift length results in hours worked in excess of 40. There will be other 7-day payroll periods with 4 regularly scheduled work days in which the hours worked will be less than 40. The pay cycle is bi-weekly. The parties acknowledge and agree that the Employee's base weekly pay will be 1/26<sup>th</sup> of the Employee's annual salary as set forth in Article 18, and that the excess of 1 ¼ hours worked in the 7-day payroll periods with 5 regularly scheduled work days will be deemed to be taken as "comp time" in the 7-day payroll periods with 4 regularly scheduled work days. Any work in excess of the regularly scheduled days in a week will be deemed "overtime."

The normal animal control work schedule shall be Monday through Friday, consisting of 5 shifts of 8 hours, which shall include a meal break.

Section 17.2 The normal work week shall commence Monday at 00:00 hours and terminate on Sunday at 23:59 hours. Each hour worked in excess of eight and one-quarter (8 1/4) hours per shift shall be deemed "overtime," provided the individual has not swapped shifts which would create the additional overtime worked. Each hour worked in a normal work week in excess

of an employee's regular schedule for that week shall be deemed "overtime." If not selected by the employee as "comp time," overtime shall be paid at the rate of one and one-half (1 ½) times the employee's straight time hourly rate, which shall be his/her annual salary divided by 1944 hours. In no event shall payment be made of both daily and weekly overtime pay for the same hours worked.

Employees shall be paid on a bi-weekly basis on the same schedule with other Town employees.

Section 17.3

- (a) It is understood and agreed that the provisions of this Article setting forth the normal hours of work shall not be construed as limiting the Town in any way in scheduling hours in excess of, or less than, those indicated in the above standards. Employees are expected to work overtime when such work is required by the Town.
- (b) Every April 1 and October 1, the Town shall cause to be posted, at least two weeks before the implementation of the work schedule, the number of personnel required on the day, evening, and midnight shifts, the total equaling the number of members in the bargaining unit who are eligible to bid for said shifts. Each eligible employee, based on departmental seniority (as defined in Article 4) and within the same rank, shall sign up for said shifts from those posted. Officers on light duty shall bid one week prior to the posting of the bid cycle and shall not affect the patrol bid cycle.

For the purposes of this Article: 1) The Day Shift shall commence between 0645 and 0800 hours and end between 1500 and 1600 hours, 2) The Evening Shift shall commence between 1445 and 1600 hours and end between 2300 hours and midnight, 3) The

Midnight Shift shall commence between 2245 hours (on the previous day) and midnight and end between 0700 and 0800 hours. Hours worked in excess of eight and one-quarter (8 1/4) hours per shift shall be deemed “overtime” (as per section 17.2).

Except as otherwise provided in this Agreement, employees will remain on a permanent shift assignment until the next bidding process. If for any reason, a permanent shift becomes open after the shift assignments have been established, that open shift is subject to the same bidding process.

For the first eighteen months commencing on or after the date of an employee’s successful completion of their Field Training Program, such employee will be permanently assigned to a shift by The Chief of Police or his designee. This shift, shall be for no less than a twenty-four (24) day cycle and shall be outside of the normal bidding process, with notice of assignment changes given at least two (2) weeks prior to the effective date.

- (c) It is further understood that an occasional change of an employee’s regularly scheduled shift assignment to another shift assignment for the purpose of school attendance will be an exception from this Section, provided that the employee is on a regularly scheduled work day and not a day off. If an employee is required to work on a day off as a result of such school attendance, the employee shall be paid overtime in accordance with this Article unless the Town and the employee agree that the employee shall receive an alternate day off in that work period.
- (d) At no time shall two (2) patrol officers with less than one (1) year of employment with the Redding Police Department subsequent to (i) graduation from the Police Training

Academy or (ii) hire as a previously certified officer, be on duty without direct supervision. In the event that an officer with less than one (1) year of such employment is eligible for a shift vacancy in accordance with Section 17.7 and the second officer on shift has less than one (1) year of such employment, said officer shall not be eligible for the shift coverage. The shift will then be offered to the next available officer as per Section 17.7.

Section 17.4 For purposes of this Article, overtime shall commence when an employee either begins work or ends work at least ten (10) minutes before or after the regular work day, whichever is applicable. For purposes of calculating overtime pay, overtime shall be computed to the nearest one-quarter (1/4) hour worked.

Section 17.5 When an employee is required to return to duty to perform overtime duties on one of his/her regular working days and when the overtime hours so worked are not continuous with the employee's scheduled hours, he/she shall be paid at no less than three (3) hours pay for police officers and two (2) hours pay for the animal control officer, at the rate of one and one-half (1 ½) times his/her regular straight time hourly rate.

Section 17.6 Overtime pay shall not be subject to the minimum hours provision as provided in Section 17.5 when such overtime results from the early commencement or extension of a regularly scheduled shift.

Section 17.7

(a) Overtime shall be on a rotating basis, beginning with the most senior police employee and repeating when the seniority list is exhausted. An employee will not lose his/her place on the rotation list due to illness, or due to the employee's undertaking an extra duty assignment while at the head of the rotation list. Overtime shall be offered on a rotation list, but first to officers on their regular days off and with the least amount of overtime for that fiscal year, but in the event two (2) or more officers have the same amount of overtime, the most senior officer shall have the option of taking the overtime. If the officers on their days off are unable to work the overtime, it will next be offered to the senior Regular Redding Police Officer with the least amount of overtime for the fiscal year which shall include officers who may be on vacation if all other Regular Redding Police Officers refuse said available overtime. Animal control overtime will be separate from police overtime.

If an officer works overtime on his/her day off and another overtime shift becomes available on the same day it will be offered to the senior officer with the least amount of overtime for the fiscal year, and on his/her day off, it will next be offered, if still available, to the senior officer with the least amount of overtime for the fiscal year who may have already worked a shift that day. If all other officers refuse it will then be offered to officers on vacation to the most senior with the least amount of overtime for the fiscal year.

Nothing contained in this section shall prevent the Town from ordering in any employee(s) to work overtime in an emergency situation. For the purposes of this Agreement, an emergency shall mean an unforeseen combination of circumstances that calls for immediate action by department personnel to supplement efforts to save lives and protect property and insure the public

health and safety of persons and/or to avert or lessen the threat of a disaster.

(b) If a scheduled overtime shift is not voluntarily filled by another employee and requires an order-in, the open shift assignment will be filled by the two (2) adjacent shifts' scheduled and working employees (four (4) hours for each employee) with the least amount of overtime in the current fiscal year.

(c) An employee who is scheduled and approved for an extended leave of absence (four (4) or more consecutive days off) shall not be ordered-in during the term of the leave or any adjacent days off.

#### Section 17.8

(a) Employees shall be permitted to swap shifts or days off, provided the shifts are covered and both employees agree, with the approval of the Chief of Police or his designee. The employee normally scheduled to work a day or shift swapped shall be the employee responsible to see that shift or day is covered. As a result of swapping, the Town shall not be responsible for any overtime payments under the provisions of the overtime sections unless the shift or day is an overtime assignment by the Town.

(b) The Animal Control Officer may swap his regularly scheduled shifts to a day off during the same payroll period with the approval of the Chief of Police or his designee.

#### Section 17.9

(A) A minimum of three employees will be appointed by the Town to the rank of sergeant. A sergeant's job description will be published in the Police Department Policies and Procedures. Sergeants agree to carry personal communications devices (cellular telephones which will be furnished by the Town of Redding) so that they may be contacted in the event of an

emergency or should a Redding Police Officer need guidance from a supervisor. These personal communications devices are meant for police business only and Sergeants agree that any time billed in excess of the allocated amounts will be at their expense. Sergeants must adjust their bid selection per section 17.3.

(B) Sergeants will be selected in accordance with Article 24, Promotions and Assignments, from those police officers who apply for promotion.

(C) When no officer with the rank of sergeant or above is on duty, the senior officer on the shift with a minimum of one (1) year of employment with the Redding Police Department subsequent to (i) graduation from the Police Training Academy or (ii) hire as a previously certified officer, will be the acting supervisor of the shift, and will be known as the Officer-In-Charge. The Officer In Charge will be responsible for all minor supervisory and administrative duties pertaining to the day-to-day operations of the shift. The Officer-In-Charge does not have authority to discipline, and must report disciplinary matters to the employee's primary supervisor. The Officer-In-Charge must further notify a supervisor in all circumstances required by Police Department policy. Officers-In-Charge will receive a premium of \$1.00 per hour in addition to their regular pay, for all hours worked as Officer-In-Charge.

Section 17.10 Employees required to attend any state or federal court for criminal or motor vehicle cases while off duty shall be paid time and one-half their regular rate of pay for all such hours worked. Court pay if available will be applied for and remitted to the Town.

Section 17.11 If an employee has signed up to accept work on any overtime or extra duty job assignment ten days or more in advance of the date of the assignment, such employee may not be bumped by another employee within seven days of the job assignment, unless a change in the

rotation list or the employee's availability occurs. If an employee has signed up to accept an overtime or extra-duty assignment, should the employee become unavailable for said shift (other than for illness for which sick leave is used in accordance with Article 10), it is the responsibility of that employee to find a proper replacement.

Section 17.12 New Hires will work a five (5) days on, two (2) days off work schedule while attending basic training at the Municipal Police Training Academy or its equivalent. New hires attending basic training at the Municipal Police Training Academy or its equivalent will not normally be required to report for duty when the Academy is not in session due to the observance of a holiday. New hires participating in the Field Training Program may have schedules reasonably adjusted to coincide with Field Training.

Section 17.13 Compensatory time ("comp time") shall mean paid time off selected by the employee in lieu of overtime compensation. Compensatory time shall be earned on an hour-for-hour basis (e.g., 8 hours of overtime worked = 8 hours of comp time). On each July 1, employees will be awarded an additional 8 hours of comp time. Accumulated compensatory time may be taken as time off in four (4) hour or greater increments of time and shall not be unreasonably denied by the Chief of Police or his designee, provided that said time off does not unduly disrupt the operations of the department. Accumulated compensatory time may be carried over from one fiscal year to the next, provided that the total accumulation of compensatory time shall not exceed two hundred (200) hours. The Chief of Police or his designee shall maintain a record of all compensatory time accumulated by employees. Unused compensatory time accrued prior to separation for employment shall be paid at the time of the

employee's departure at the rate of 1 and one half (1 1/2) times the employee's current straight time hourly rate for each accrued hour.

Section 17.14 The Union recognizes that the department may have to modify an employee's normal work cycle to meet the administrative schedule needs created specifically by promotion or assignment. In the event that such a schedule change is a requirement of such promotion or assignment, the Union and the Town agree that affected employees shall work an administrative work cycle consisting of (5) consecutive working days followed by two (2) consecutive days off and shall not exceed 37 1/2 hours per week. Each hour worked in the established work week in excess of 37 1/2 hours shall be deemed "overtime." Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate, which shall be his annual salary divided by 1944 hours.

Each employee whose temporary or permanent work cycle requires working an administrative schedule to meet the requirements of the job shall earn up to three (3) administrative days off with pay per fiscal year.

Section 17.15

(a) Except as provided in Section 15.1 (d), the minimum police patrol staffing level for each shift shall consist of two (2) members of the bargaining unit. Employees assigned to light duty, special duty, out-of-town training, court, prisoner watch, or any other temporary or permanent assignment outside of the patrol function shall not be considered as part of the patrol staffing level.

(b) The Executive Officer may temporarily cover patrol duties in the absence of an employee, provided that the absence does not exceed two (2) hours in duration.

ARTICLE 18

Wages

Section 18.1 The wage rates for police officers, sergeants and animal control officers are set forth in Appendix 3, retroactive to July 1, 2017.

Section 18.2 All employees will progress to their next seniority level on the anniversary of their seniority date subject to the provisions of Section 18.3.

Section 18.3 One year of seniority under this Article shall be defined as twelve (12) months of continuous employment less any unpaid leaves of absence over thirty (30) calendar days in a calendar year.

Section 18.4 Longevity. Longevity payments for police officers equal to 2% of an employee's base salary as stated in Article 18 shall be paid to all employees who have completed ten (10) years or more of service, and longevity payments equal to 2 ½% of an employee's base salary as stated in Article 18 shall be paid to all employees who have completed 15 years of service. Longevity payments for the animal control officer shall be in accordance with the following schedule:

after 10 years of employment	\$ 500
after 15 years of employment	\$ 800
after 20 years of employment	\$1,200
after 25 years of employment	\$1,500

Such payments shall be made on such last pay date of July of each fiscal year. Any employee who has not completed ten (10) years of service as of the last date of July shall be paid his/her longevity payment on the pay date following the completion of ten (10) years of service,

but every fiscal year thereafter such payment shall be received on the last pay date of each July. The longevity payment will be made by separate check. If an eligible employee terminates employment for any reason, his/her longevity payment will be paid on a pro-rated basis from July 1 to the date of termination.

Section 18.5 Shift Differential A shift differential payment of \$1 per hour will be paid for all hours worked during the midnight shift. A shift differential of \$.50 per hour will be paid for all hours worked during the evening shift. If any such hours should be overtime hours, the overtime will be calculated on the basis of straight-time pay only after which the shift differential will be added.

Section 18.6 Supplemental First Responder Stipend Employees who maintain the appropriate certifications will receive an annual payment of \$300 in recognition of supplemental first responder status. Such payments shall be made by separate check on the last pay date of July of each fiscal year.

## ARTICLE 19

### Insurance

Section 19.1 The following group medical, prescription drug, and dental benefits are provided and paid for by the Town for employees and enrolled dependents in accordance with the established plans:

(i) Each employee who has completed thirty (30) days of employment shall be eligible for Town insurance benefits, commencing on the first day of the month following the date of completion of thirty (30) days of employment, as provided in the Town's Group Health and Dental Insurance Plan stating such benefits for the duration of this Agreement. Employees whose

enrollment date is other than July 1 will receive a pro-rated share of the Town's HSA Account contribution. Medical coverage shall include: Preventive Care, Medical Care, Hospital Care, Emergency Care, Mental Health and Substance Abuse Care, and Other Care as enumerated in the insurance policy.

Prescription coverage shall include generic and brand named drugs.

The Town will maintain its current dental coverage, which shall include preventative, basic, major, prosthodontics, periodontics and orthodontics care.

Vision rider.

All coverage is subject to the terms and conditions of the in-force insurance carrier's policies and procedures.

The medical plan will be a High Deductible plan with deductibles of \$2500/\$5000 with a Health Savings Account for employees that will be fully funded by the Town.

(ii) Life or Accidental Death and Dismemberment Insurance equivalent to the employee's annual salary.

(iii) Long Term Disability Insurance of 50% of base salary.

Section 19.2 Each employee will contribute 16% of his or her total group medical and dental insurance premium to be made by payroll deductions.

Section 19.3 The Town retains the right to change insurance carriers and policies for such insurance as long as benefits are substantially equivalent to as a whole or better than existing benefits.

Section 19.4 Retired employees may participate in group medical insurance benefits which are in effect at the time of retirement, or benefits which are substantially equivalent to as a

whole or better than existing benefits, including Medicare supplements if available under an established plan, at their own expense, except that the Town will pay premiums for such insurance for a retired employee, under the following conditions.

(A) The rules of the insurance carrier being utilized by the Town at the time allow retired employees to be included in a group;

(B) The Town’s obligation will cease on the employee’s eligibility for Medicare;

(C) Coverage will be for employee and spouse only;

(D) The Town’s and the employee’s portion of the insurance premium will be determined by the following schedule:

<u>Employee Age</u>	<u>Years of Service</u>	<u>Employee Share</u>	<u>Town Share</u>
50	18	50%	50%
55	20	equivalent to Employee contribution as provided in Section 19.1(B) as may be in effect at time of retirement	remaining premium after deduction of employee share

(E) The Town’s obligation will end when the retired employee or employee’s spouse obtains other employment where comparable coverage is available, but the Town’s obligation will recommence if the other insurance later becomes unavailable;

(F) Failure of the retiree employee to pay the Town for his/her share of any monthly premium in good funds on a timely basis, and in any event no later than the tenth day of each month, will be cause for cancellation of participation under this section.

Section 19.5. Employees will be compensated at full pay during the Workers Compensation Act waiting periods. Employees who receive eventual payment for these periods

will reimburse the Town. Employees will receive the difference between full pay and Workers Compensation Act payment for a period of six (6) months from the date of injury, provided that the differential payment will extend for up to twelve (12) months in the case of physical injury inflicted upon the employee by the illegal act of another person or sustained in the course of preventing bodily harm to another person.

Section 19.6 Medical Insurance shall be provided at no cost to the surviving spouse and eligible dependents of an employee killed while performing the duties of a police officer. Such insurance shall cease when all eligible dependent children reach 26 years of age. For the dependent spouse of an officer with no dependent children, such insurance shall cease after 20 years, or upon the death or remarriage of the spouse or loss of eligibility under the terms of the insurance plan.

Section 19.7 The parties agree that during the term of this Agreement, if the cost of annual premiums for group health insurance benefits provided to employees triggers the Affordable Health Care Act excise tax (“Cadillac tax”), Article 19 may be reopened by either party, and the parties will meet and discuss options to reduce the effects caused by such tax.

## ARTICLE 20

### Pension Plan

Each employee shall be eligible for the existing Town pension plan, Connecticut Municipal Employees Retirement System, with the employee continuing to pay at the current contribution rate with the Town contributing the remainder of the required contribution.

Section 20.1 In the event that the Town obtains an opinion from CMERS that CMERS will permit without objection continued MERS participation of existing, enrolled employees in a

municipality or department with new hires after a certain date in the future enrolled in a different type of retirement plan, this Article 20 will be reopened at the request of the Town for negotiations on a proposal for a different retirement plan for new hires.

## ARTICLE 21

### General Provisions

Section 21.1 All employees shall have the right to review their personnel files upon reasonable request to the Chief of Police or his designee. Such request shall be granted within seven (7) days of the date the Chief of Police or his designee received the written request.

Section 21.2 If any Article or Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid unless they have direct connection and bearing on each other.

Section 21.3 While this Agreement, or any extension hereof, is in effect, the Town agrees that it will not conduct any lockout and the Union will not call or in any way sanction any strike, slowdown or work stoppage or any other form of activity resulting in or intended to result in interference with or impediment to police operations provided nothing herein shall be construed to prevent lawful picketing.

Section 21.4 Participation in any strike, slowdown, work stoppage or other violation of Section 20.3 by an employee shall be cause for disciplinary action or discharge.

Section 21.5 Employees shall not normally be required to make mechanical repairs or oil changes or to change flat tires on department vehicles unless required to so do in order to perform their police duty. Any employee given permission to keep a department vehicle shall be required to insure that regular maintenance functions are performed on said vehicle. All employees shall

report any malfunction of a department vehicle and insure that any required maintenance be performed.

Section 21.6 Employees shall not be required to perform any function normally done by another Town department, employees, agency or private concern, provided that nothing herein shall be construed as preventing the performance of police functions or providing for the public safety.

Section 21.7 The Town shall provide each employee, and to each new employee, when hired, a copy of this Agreement, the Department Rules and Regulations, and an identification card.

Section 21.8 Employees shall receive a copy of communications that are to be entered into their personnel files, and shall be afforded the opportunity to initial such communications prior to entry.

Section 21.9 Funeral Expenses The Town shall pay all reasonable funeral expenses incurred by the family of an employee who is killed in the line of duty, up to a maximum of five thousand dollars (\$5,000.00), which will include any funeral expense award pursuant to the Workers Compensation Act.

Section 21.10 During the term of this Agreement no changes which are mandatory subjects for negotiations will be made unless mutually agreed to by the Town and the Union.

Section 21.11 Subject to the provisions of this Agreement, any privileges not mentioned herein, which were uniformly and generally applied to the employees prior to the date of this Agreement, shall not be unreasonably denied.

Section 21.12. The Town will exercise reasonable care to provide a reasonable safe work environment. Nothing in this Section is to be construed as affecting a police officer's duty to respond and react as necessary in inherently unsafe emergency situations.

Section 21.13 Off Duty Employment Employees may engage in off duty employment so long as that employment does not impair their on-duty efficiency or threaten the safety of personnel, and does not create a conflict of interest in their role as a Redding Police Officer. Off duty employment may include police-related work, provided that while engaged in such employment, officers shall only exercise authority vested in them by virtue of their off-duty employment and shall not act as a member of the Redding Police Department.

The Chief of Police shall be notified, in writing, of all such off duty employment. The Chief of Police will approve such off duty employment provided that it meets the criteria set forth in established departmental policy.

## ARTICLE 22

### College Tuition

Section 22.1 The Town of Redding shall reimburse an employee up to \$500 per fiscal year of the tuition and text book costs for courses in the fields of criminal justice or public administration approved in advance by the Chief of Police, for officers enrolled at an accredited university while actively working as a police officer in the Town; provided however, that no tuition costs will be reimbursed by the Town for any courses which are not satisfactorily completed with a grade of C or better. An employee may also utilize a maximum of \$300 per year from the employee's uniform allowance for tuition and/or textbooks.

Any employee who attains a degree through this college tuition reimbursement program

will receive a one-time incentive bonus in accordance with the following schedule, payable on July 1 of the fiscal year subsequent to graduation, provided that the employee gives notice to the Town Controller not later than December 1 of the fiscal year in which graduation is expected:

Associates degree	\$ 500
Bachelors degree	\$1000
Masters degree	\$1500

ARTICLE 23

Duration

Section 23.1 This Agreement shall become effective as of July 1, 2017, and shall remain in full force and effect until midnight, June 30, 2020, and shall be continued in effect from year to year thereafter unless notice of termination or a desire to modify this Agreement is given in writing by either party, specifying the new contract proposals or modifications desired, such notice to be given by registered or certified mail, return receipt requested, not more than two hundred ten (210) days nor less than one hundred twenty (120) days before said expiration date or any subsequent anniversary date of the same period.

ARTICLE 24

Promotions and Assignments

Section 24.1 Promotions within the department shall only be made after a competitive examination has been administered. The Town and the Union have agreed upon the following criteria to assure that all promotions are made fairly and that the most qualified individual receives such promotion. The Town and the Union further recognize the right of the Redding Board of Selectmen to appoint without restriction the Chief of Police and the Executive Officer, provided that testing for the Executive Officer is first offered to eligible employees of the Redding Police Department. Promotional vacancies within the department shall normally be filled within 180 days

of said opening. The eligibility standard for supervisors as of the date of exam will be three (3) years from the date of hire with the Redding Police Department if hired as a certified police officer and four (4) years from the date of hire if not previously certified.

Section 24.2 Employees may be appointed to temporary or permanent professional assignments at the discretion of the Chief of Police, provided that all interested employees have the opportunity to be interviewed for such assignment if they successfully meet POST requirements for the position. Such assignment shall include, but shall not be limited to School Resource Officer, D.A.R.E., F.T.O, Firearms and Defensive Tactics Instructor. Non-supervisory patrol officers appointed to F.T.O. shall receive a premium of \$1.00 per hour in addition to their regular pay, for all hours worked in their appointed capacity. This premium shall be based only on the employee's base pay.

Section 24.3 Whenever employees are temporarily assigned to work in a classification or rank higher than their regular classification or rank, they shall receive the pay rate of the lowest step in the salary range of the higher classification or rank. Appointments shall be made at the discretion of the Chief of Police, provided that the employee wishes to accept such assignment and the employee meets the qualification standards for said position. Employees on an active promotional list should be given first consideration.

Section 24.4 Selection/Testing Standards

**Notification**

A test notification shall be posted as to allow ample opportunity to prepare for the test.

**Written Examination**

A validated and relevant examination shall be administered to all qualified applicants.

**Police Oral Examination**

An oral examination shall be administered to qualified applicants. This oral board shall be comprised of at least three (3) police supervisors from other jurisdictions.

**Board of Selectmen Review**

The Redding Board of Selectmen shall conduct an oral interview of qualified applicants in conjunction with a review of the qualified applicants personnel folder.

**Scoring of Selection Phases**

- 40% Written examination
- 30% Police Oral Examination
- 30% Board of Selectmen Review

**Seniority Points**

Seniority points shall be added to the final combined score at  $1/8^{\text{th}}$  of a point per year of service.

**Recording of Scores**

A standardized score sheet shall be used for the scoring of both oral examinations as well as for the Board of Selectmen Review.

**Promotional Lists and Eligibility**

Promotional lists shall be maintained for a period of not more than three (3) years from the date of the notification of examination. The Board of Selectmen may promote any applicant from among the top three candidates based on the totality of their scores.

**Review of Test**

All applicants shall be eligible to review their own test scores.

ARTICLE 25

## Light Duty

Section 25.1 A light duty position may be created by the Chief of Police under the following conditions for an employee whose physical condition prevents performance of normal duties:

1. The employee's physician in concurrence with the Town's physician has indicated that the employee is capable of performing light duty and that the employee will eventually recover sufficiently enough to return to their normal duties.
2. Such light duty position shall be administrative or supportive in nature including communications, may with the employee's agreement include a change of shift to five (5) days on, two (2) days off, and shall not tend to aggravate the employee's illness or injury, or retard the employee's recovery.
3. A vacation request submitted by an employee on light duty shall be considered independently from those submitted by officers on full duty.
4. An employee on light duty may be allowed to work in civilian clothing if circumstances warrant. An employee on light duty shall not be required to drive a marked police vehicle, except to provide an administrative or support function.
5. An employee on light duty shall be excused from duty to keep medical or therapeutic appointments that relate to the condition that caused the employee's light duty status.
6. An employee on light duty shall not work any special duty assignments.

- 7. An employee on light duty may be allowed to work any overtime when the position is consistent with his/her light duty status.
- 8. The work schedule for an employee on light duty status shall be subject to any limitations on hours or conditions of work prescribed by the employee’s treating physician(s). The schedule of an employee on light duty status will not be changed unless the treating physician so recommends or it is mutually agreed upon by the employee and the Police Administration.
- 9. An employee on light duty shall bid for shifts in accordance to Section 17.3 as if the employee were on full duty.
- 10. In the event that the Town’s physician and the employee’s physician are in disagreement in regards to the employee’s ability to work light duty, a third mutually agreeable physician shall make the determination.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above-mentioned.

**TOWN OF REDDING**

**UPSEU/COPS**

By: \_\_\_\_\_  
 Julia Pemberton  
 First Selectman

By: \_\_\_\_\_  
 Staff Representative

\_\_\_\_\_

**REDDING POLICE DEPARTMENT**  
**2907**

By: \_\_\_\_\_  
 Chief of Police

By: \_\_\_\_\_  
 President, # 2907

## ADDENDUM

### Substance Abuse Prevention

#### General

The Town and the Union agree that the mission of law enforcement necessitates that law enforcement officers refrain from the possession and/or use of illegal substances at all times and that a failure to so refrain may be cause for discipline in accordance with the procedures described herein.

#### Possession of Illegal Substances

In the event that an employee is found in possession of an illegal substance not in accordance with the performance of his duties, or tests positive for the use of illegal substances, said employee shall be subject to discipline up to and including discharge.

#### Voluntary Disclosure

Should an employee voluntarily disclose that he or she has a problem with prescription drug or alcohol abuse, the employee shall be immediately placed on non-job related disability leave and shall be required to immediately commence a rehabilitation program which is acceptable to the town. Reinstatement of said employee shall be contingent upon the employee's satisfactorily completing said program. Upon reinstatement, the employee shall participate in a follow-up program which is acceptable to the town for twelve months and shall participate in drug and alcohol screening monthly for the first twelve months and twice per year for the next three years. Testing positive for on-duty prescription or alcohol abuse while in this follow-up program shall be cause for discipline, up to and including discharge.

An employee who tests positive for illicit drug use or tests positive for alcohol and/or unauthorized drug use while on-duty, or who refuses to submit to said test(s), shall be subject to discipline up to and including discharge.

A disclosure of a drug or alcohol dependency problem by an employee who has been requested to submit to a drug or alcohol test for cause, shall not be considered a voluntary disclosure.

#### Testing for Cause

Whenever a Supervisor or Officer In Charge has reasonable suspicion to believe that an employee is unfit for duty due to alcohol or drug abuse as demonstrated by the employee's physical condition and/or behavior, said employee shall immediately be relieved from duty. The Executive Officer or The Chief of Police shall immediately be notified and the employee advised that he or she is under investigation for substance abuse. The employee shall remain under constant observation by the supervisor or officer in charge.

The Executive Officer or Chief of Police shall respond (in their absence another supervisor shall respond) and have the original complaining officer prepare a sworn statement as to their observations.

With concurrence from The Executive Officer, Chief of Police, or responding supervisor, the employee in question shall immediately be transported to an approved facility for drug testing.

Alcohol testing may be done by testing the breath, utilizing the department's evidential breath testing device administered by a trained officer.

An employee who refuses to participate in the aforementioned testing, for cause, shall be suspended without pay and is subject to discipline, up to and including discharge.

An employee undergoing testing is entitled to Weingarten rights, but the exercise of such rights must not impose any delay whatever in transportation or testing.

### **Refusal To Be Tested**

The following actions may constitute a refusal to take a drug or alcohol test: blatant refusal or conduct obstructing the testing process, including unavailability; failure to provide an adequate amount of breath for an alcohol test or adequate amount of urine for a urine test without a valid medical reason; failure to sign an alcohol testing form; failure to endorse items to verify a chain of custody; failure to provide identification necessary for a test; failure to remain available for a test.

### **Approved Facility**

The testing facility and laboratory selected by the town shall be capable of quality control, documentation of chain of custody, technical expertise, and a demonstrated proficiency in urinalysis. The Union will be informed of the Town's selection of a testing facility. A written chain of custody shall be maintained at all times.

Testing will be conducted in the manner and with the methodologies prescribed in the Connecticut General Statutes, Section 31-51t et. seq.

### **Test Results**

In the event that the employee tests positive for illicit drug use, he or she shall be subject to discipline, up to and including discharge. In the event that the employee tests positive for alcohol or legal drug abuse while not on duty, the employee shall be referred for rehabilitation as described above.

### **Violations of Law**

If a criminal investigation is to run concurrent with the aforementioned administrative investigation, the employee shall be immediately notified of same and shall enjoy all of the protections afforded by The United States and State of Connecticut Constitutions.

An employee who is convicted of driving a Town of Redding vehicle under the influence of alcohol and/or drugs or of carrying a firearm while under the influence of alcohol and/or drugs shall be discharged.

## Appendix 1

### A. Uniform Clothing

1. Five Short Sleeve Uniform Shirts
2. Five Long Sleeve Uniform Shirts
3. Five Pair of Uniform Pants
4. Two Ties
5. One Belt for Uniform Pants
6. One Windbreaker Jacket
7. One Gore-Tex Winter Jacket (may also purchase one regulation police leather jacket secondary to initial issue Gore-Tex jacket)
8. One Raincoat
9. One Pullover Sweater
10. One Uniform Hat
11. One Winter Hat
12. One Rain Cover for Uniform Hat
13. One Base Ball Cap
14. One Pair of Black Winter Gloves
15. One Pair of White Traffic Gloves
16. One Pair of Black Boots/Shoes
17. One Traffic Vest
18. One Dress Blouse and Sam Brown Equipment
19. Police Department Patches

### B. Badge/Insignia

1. One Breast Badge
2. One Hat Badge
3. Two Pair of Collar Devices
4. Two Name Plates
5. Two Tie Bars
6. Misc. Insignias (determined by Chief of Police)

### C. Firearm and Duty Gear

1. One Sidearm
2. One Holster
3. One Magazine Holder
4. One Gun Belt
5. One Handcuff Case
6. One Set of Handcuff Case
7. One Impact Baton and Belt Holder
8. One OC Spray with Belt Holder

9. One Ballistic Vest and Carrier
10. One Police Portable Radio
11. One Flashlight
12. One Report box/Clipboard
13. One Gear Bag

Note: No additions, deletions or revisions in the above listing shall be made without the prior approval of the Chief of Police.

## **Appendix 2 Employee Rights**

1. In accordance with established procedures, the Chief of Police will continue to initiate a departmental investigation upon the receipt of any type of complaint if he determines it to be in the best interest of the Police Department and/or the Police Officer involved. Any formal written complaint by a person against a Police Officer shall be duly sworn to and signed by the complainant. If the person refuses to sign the complaint, the complaint shall be received and the refusal to sign shall be noted.

2. The above does not preclude the Chief of Police from initiating a departmental investigation upon the receipt of any type of complaint if he determines it to be in the best interest of the Police Department and/or the Police Officer involved. The investigation of an unsigned complaint must be concluded within thirty (30) working days have passed, the Chief of Police or designee must advise the Police Officer involved whether charges will be made against him or whether the investigation has been concluded. If the investigation has been concluded, no charges will be made against the Officer at any later time.

3. In the absence of any further corroboratory evidence after a departmental investigation, an unsigned complaint on its own standing shall not be used as evidence in any formal departmental hearing against a Police Officer.

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

a. Any questioning of the Police Officer shall be conducted at a reasonable hour normally when the Police Officer is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police or designee.

b. If the Police Officer under questioning is under arrest or is likely to be placed under arrest, he or she shall be informed of all his or her rights prior to the beginning of questioning.

c. The Police Officer shall have the right to be represented by counsel of his choice when such investigation relates to the officer being charged with criminal offense. If the employee so desires, a union representative may be present during any questioning which may lead to suspension, demotion, dismissal or arrest.

5. Police Officers shall enjoy all legal rights guaranteed under the Constitution of the United States and the State of Connecticut and any other federal or state statutes.

**Appendix 3**

**Police Officers**

July 1, 2017 to June 30, 2018:

Hire Rate	\$	55,357
after 1 year of seniority		62,084
after 2 years of seniority		67,854
after 3 years of seniority		71,575
after 4 years of seniority		75,324
after 5 years of seniority		79,078
after 6 years of seniority		82,211

July 1, 2018 to December 31, 2018

Hire Rate		56,049
after 1 year of seniority		62,860
after 2 years of seniority		68,702
after 3 years of seniority		72,469
after 4 years of seniority		76,266
after 5 years of seniority		80,066
after 6 years of seniority		83,239

January 1, 2019 to June 30, 2019

Hire Rate		56,750
after 1 year of seniority		63,646
after 2 years of seniority		69,561
after 3 years of seniority		73,375
after 4 years of seniority		77,219
after 5 years of seniority		81,067
after 6 years of seniority		84,279

July 1, 2019 to December 31 2019

Hire Rate		57,459
after 1 year of seniority		64,442
after 2 years of seniority		70,430
after 3 years of seniority		74,292
after 4 years of seniority		78,184
after 5 years of seniority		82,080
after 6 years of seniority		85,333

January 1, 2020 to June 30, 2020

Hire Rate	58,177
after 1 year of seniority	65,247
after 2 years of seniority	71,311
after 3 years of seniority	75,221
after 4 years of seniority	79,162
after 5 years of seniority	83,106
after 6 years of seniority	86,399

**Detective**

July 1, 2017 to June 30, 2018

Hire/promotion date	84,000
After 1 year	85,211

July 1, 2018 to December 31, 2018

Hire/promotion date	85,050
After 1 year	86,276

January 1, 2019 to June 30, 2019

Hire/promotion rate	86,113
After 1 year	87,355

July 1 2019 to December 31, 2019

Hire/promotion rate	87,190
After 1 year	88,447

January 1, 2020 to June 30, 2020

Hire/promotion rate	88,279
After 1 year	89,552

**Sergeants**

July 1, 2017 to June 30, 2018

date of promotion to June 30	82,971
first July 1 after promotion	84,617
second July 1 after promotion	89,252

July 1, 2018 to December 31, 2018

date of promotion to June 30	84,008
first July 1 after promotion	85,675
second July 1 after promotion	90,368

January 1, 2019 to June 30, 2019

date of promotion to June 30	85,058
first July 1 after promotion	86,745
second July 1 after promotion	91,497

July 1, 2019 to December 31, 2019

date of promotion to June 30	86,121
first July 1 after promotion	87,830
second July 1 after promotion	92,641

January 1, 2020 to June 30, 2020

date of promotion to June 30	87,198
first July 1 after promotion	88,928
second July 1 after promotion	93,799

**Animal Control Officer**

	<u>Hire Rate</u>	<u>Completion of probation to to 6 months</u>	<u>Job Rate</u>
July 1, 2017 to June 30, 2018	25.27	26.60	27.25
July 1, 2018 to December 31, 2018	25.59	26.93	27.59
January 1, 2019 to June 30, 2019	25.91	27.27	27.93
July 1, 2019 to December 31, 2019	26.23	27.61	28.28

January 1, 2020 to June 30, 2020

26.56

27.96

28.63