

**AGREEMENT**

**between**

**THE TOWN OF WOODBRIDGE**

**and**

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION  
UPSEU/COPS**

**JULY 1, 2019 THROUGH JUNE 30, 2023**

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**PREAMBLE**

This Agreement entered into by the Town of Woodbridge this 1<sup>st</sup> day of July, 2019, by and between the Town of Woodbridge, hereinafter referred to as the "Town", and The United Public Service Employees Union UPSEU/COPS, hereinafter referred to as the "Union, has as its purpose, the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of the rates of pay, hours of work, working privileges or benefits of any terms, working conditions, or conditions of employment.

**ARTICLE I****RECOGNITION****Section 1.1**

In accordance with certification issued by the Connecticut State Labor Department dated November 17, 1971, the Town recognized the Union as the exclusive bargaining agent for all full-time permanent employees of the Police Department with the authority to exercise police powers, exclusive of the Chief of Police, and anyone who has attained the rank of lieutenant or above.

**Section 1.2**

For the purpose of this Article, full-time employees of the Police Department are hereby defined as personnel regularly scheduled to work forty (40) hours per week.

**Section 1.3**

The meaning of the term "employee" and "officer" is the same as used throughout this Agreement.

**ARTICLE II**

**RATES OF PAY**

**The wage increases shall be retroactive back to the first day of this agreement for employees on payroll as of the signing and ratification of this agreement.**

**Section 2.1**

Effective July 1, 2019 - June 30, 2020, employees' annual base pay and base hourly rate shall be as follows:

(2.5%)

Grade "D"	\$57,576.19	\$28.57
Grade "C"	\$61,652.64	\$30.60
Grade "B"	\$65,679.31	\$32.60
Grade "A"	\$69,756.89	\$34.62
Sergeant	\$80,991.04	\$40.19

Effective July 1, 2020 - June 30, 2021, employees' annual base pay and base hourly rate shall be as follows:

(2.5%)

Grade "D"	\$59,015.59	\$29.29
Grade "C"	\$63,193.96	\$31.36
Grade "B"	\$67,321.30	\$33.41
Grade "A"	\$71,500.81	\$35.48
Sergeant	\$83,118.32	\$41.25

Effective July 1, 2021 - June 30, 2022, employees' annual base pay and base hourly rate shall be as follows:

(2.5%)

Grade "D"	\$60,490.98	\$30.02
Grade "C"	\$64,773.81	\$32.15
Grade "B"	\$69,004.33	\$34.25
Grade "A"	\$73,288.33	\$36.37
Sergeant	\$85,298.78	\$42.33

Effective July 1, 2022 - June 30, 2023, employees' annual base pay and base hourly rate shall be as follows:

(2.4%)

Grade "D"	\$61,942.77	\$30.74
Grade "C"	\$66,328.38	\$32.92
Grade "B"	\$70,660.43	\$35.07
Grade "A"	\$75,047.25	\$37.24
Sergeant	\$87,448.38	\$43.40

*(Annual Base Pay divided by 2015 hours represents hourly rate.)*

- Grade "D" – Probationary Officer with less than one year of service.
- Grade "C" – An officer after completion of one year of service.
- Grade "B" – An officer after completion of two years of service.
- Grade "A" – An officer after completion of three years of service.

- (a) Each employee who is certified as an MRT-D shall receive the sum of \$400.00 annually. It shall be distributed in stipend payment of \$200.00 every six months paid by first paycheck in July and first paycheck in January. Payments will be distributed as separate checks. Officers must maintain their MRT-D certification to qualify for this payment.

## **Section 2.2**

All changes in grades of pay and changes in grades shall become effective on July 1 or January 1 of each year unless other notification is received by the Union. An individual hired within ninety (90) calendar days before or after the first day of the fiscal year July 1, shall be considered as employed on the first day of the fiscal year July 1, and an individual hired in excess of ninety (90) calendar days before or after July 1, shall be considered as employed on the first day of the mid-fiscal year January 1.

## **Section 2.3**

All grades of pay for classification, up to but not including the classification of Lieutenant, shall be negotiated at the appropriate time of establishment of such classification.

## **Section 2.4**

Employees shall receive longevity pay, which will be calculated on their regular base rate as follows:

1. Officers completing four (4) years of service will receive longevity pay of 5%.
2. Officers completing nine (9) years of service will receive longevity pay of 7-1/2%.
3. Officers completing fourteen (14) years or more of service will receive longevity pay of 10%.
4. Beginning July 1, 2020, officers completing twenty (20) years or more of service will receive longevity pay of 12%.

Employees hired after July 1, 2019, shall receive longevity pay, which will be calculated on their regular base rate as follows:

1. Officers completing seven (7) years of service will receive longevity pay of 5%.
2. Officers completing twelve (12) years of service will receive longevity pay of 7-1/2%.
3. Officers completing seventeen (17) years or more of service will receive longevity pay of 10%.

#### **Section 2.5**

Employees eligible to receive longevity payments in Section 2.4 will be paid the proportionate amount included in their paycheck on the scheduled paydays each month.

#### **Section 2.6**

Sergeants shall receive a \$100.00 increase to their base salary, prior to the increase, on July 1 of each contract year.

### **ARTICLE III**

#### **HOURS OF WORK**

#### **Section 3.1**

Work schedule for all full-time permanent employees will consist of five (5) consecutive days of work, consisting of eight (8) hours per day, followed by two (2) consecutive days off, followed by five (5) consecutive days of work, consisting of eight (8) hours per day, followed by three (3) consecutive days off.

The hours of work shall be as follows:

- "A" Shift/Squad = 2300-0700 hours
- "B" Shift/Squad = 0700-1500 hours
- "C" Shift/Squad = 1500-2300 hours

There will be no Roll Call prior to the start of each shift. A random Roll Call will be held during the above hours of work.

Shift/squads will be determined by the bid shift selection. The selection will be based on seniority, which is defined as the total number of consecutive years of service with the department. Sergeants will be determined by a total time in grade.

Shift/squad assignments shall be bid in the following manner:

- (a) Forty-five (45) days prior to the implementation of bid shifts, shift selections shall be designated by officers making the appropriate entry on the designated form posted for bid shift selections. (An appropriate designation shall be considered the officer's signature in the shift position of his/her choice.).
- (b) Fifteen (15) days prior to the implementation of the new shift assignment, details shall be posted accordingly in roll call.
- (c) Eligible employees who fail to sign this bid selection form within the selected time frame, shall be assigned to a squad/shift, at the discretion of the Chief of Police or his designee.
- (d) The number of slots or positions available per squad/shift, and the scheduling of regular days off shall be determined by the Chief of Police or his designee. Manpower positions

will not be reduced to a level that would reduce the efficiency of the department. There will be one sergeant assigned to each patrol squad/shift.

- (e) Shift assignments shall be reopened for the bid process every thirteen weeks, but no more than four (4) times per year, at the discretion of the Chief of Police or his designee.
- (f) There will be two (2) unassigned officers who shall be the department's rotator or swing officers. These unassigned officers shall continue to be subject to assignment by the Chief or his designee, to ensure department operations. Unassigned officers will be the two officers with the least seniority; however, senior officers reserve the option to bid on the unassigned officer position in accordance with bid shift procedures.
- (g) In case of long term illness and injury that will extend for thirty (30) days or more, considerations for a "re-bid" process will be reviewed by the Chief and Union designee.

Any temporary "re-bid" considerations will be based on a case-by-case situation, in which existing, available personnel will be reviewed to see if a "re-bid" may be carried out. Of primary consideration will be the "requesting officers' shift status, the staffing of said shift, and the impact the move would have department wise. Personnel positions will not be reduced to a level that would reduce the efficiency of the Department. Should a "re-bid" be granted and the involved injured officer returns sooner than anticipated, then that officer reserves the right to return to his/her position and the "re-bid" officer will fill any vacancy deemed necessary for Department operations and remain in that position until the next scheduled bid process.

This section applies only to this limited situation. All remaining language regarding bid assignments, rights and obligations remains in effect and not altered by this consideration language.

- (h) Any officer hired after July 1, 1993, shall be exempt from the bid shift selection for his/her first twelve (12) months of employment and said employee's hours of work and days off described herein shall be at the total discretion and flexibility of the Chief of Police or his designee, provided that they shall receive the same number of days worked and consecutive days off as other members in the bargaining unit (5-2, 5-3). These officers shall not be considered assigned to any squad or shift, and shall be in addition to the unassigned or swing officer.

Under no circumstances will more than one (1) sergeant be granted a vacation period which coincides with another sergeant. Considerations may be given in demonstrated cases of need.

- (i) A master seniority list shall be compiled by the Chief of Police and posted annually. Seniority shall be determined in accordance with the current bargaining contract. The purpose of this list is to declare a policy or right of preference as to shifts.
- (j) That the bid shift procedure shall not restrict the Chief of Police from assigning officers, at his discretion, to investigative work, special squads, units or special assignments. The Chief shall retain the right to choose the specific individual best suited for the assignment and the hours of work provided that the officer selected maintains his rank and seniority. The Chief shall determine when the assignments are to be amended or no longer carried out, and when the officer shall be assigned in the department or back into patrol, all things being equal, the transfer would coincide with a bid selection changeover. If it develops that an assignment is for less than six (6) months an officer returning to patrol work will be reassigned to his/her former squad and days off.



- (k) For the purpose of implementing this bid shift process, employees may be required to make schedule adjustments in order to obtain their shift of preferences. It is agreed by the Union that the Town will not incur any additional expenses, whether overtime or otherwise, or the effects of the Fair Labor Standards Act.

**Section 3.2**

Premium pay for shift differential shall be fifty (50) cents for the 1500 to 2300 shift, and sixty-five (65) cents for the 2300 to 0700 shift.

**Section 3.3**

One officer may substitute for another provided the following is adhered to:

- (a) The substitution is approved by the Chief of Police or his designee.
- (b) The request with reasons stated is submitted to the Chief of Police or his designee at least eight (8) hours prior to the proposed substitution.
- (c) Approval or reasonable reason for refusal shall be issued immediately by the Chief of Police or his designee.
- (d) Such substitution of officers shall not impose additional cost to the Town.
- (e) The swap/substitution (request and return) shall be completed by the officers in the same two (2) week pay period when reasonably possible.

**Section 3.4**

Work shift schedule shall be posted, in an appropriate location at Police Headquarters, at least four (4) weeks in advance of the shift rotation.

**Section 3.5**

The shift hours of work shall consist as follows:

Shift "A" – 2300 – 0700  
 Shift "B" – 0700 – 1500  
 Shift "C" – 1500 – 2300

**Section 3.6**

Every effort shall be made to keep two (2) officers on patrol, and where officers and equipment are available, the Chief of Police or his designee shall assign three (3) officers on patrol at all times providing there is no overtime costs to the Town.

**Section 3.7**

The rotation provisions of Article III shall not apply to personnel who are assigned for training purposes. ("Training purposes" as used in this section does not mean in-department, "on-the-job training.")

**Section 3.8**

The posted schedule may be varied to maintain a minimum of a two (2) officer shift, by assigning an officer from another shift on ten (10) days advance notice in case of vacations or extended illness; or on notice of no less than twenty-four (24) hours in case of unexpected illness or injury; or on short notice in case of emergency. Volunteers on a seniority basis will be given a preference when a change of shift is required.

### **Section 3.9**

It is understood and agreed that the provisions of this Article setting forth the scheduled hours of work shall not be construed as limiting the Town in any way in scheduling hours either in excess of or less than those indicated above. In the event of any such change, the Board of Police Commissioners will meet with the Union to negotiate such change prior to the change.

The provisions of Article III shall not apply to probationary officers during that period of time they are receiving "Recruit Training" at the P.O.S.T or equivalent school.

## **ARTICLE IV**

### **OVERTIME**

#### **Section 4.1**

Overtime shall mean hours worked for the Woodbridge Police Department over eight (8) hours per day, or when an employee works for the Department on his/her normally scheduled day off. For purposes of equalization, special duty will be considered overtime.

#### **Section 4.2**

An employee who agrees to substitute with another employee who is scheduled to work that day shall be paid at his/her base hourly rate up to the eight (8) hours worked that day and at the overtime rate for hours worked in excess of eight (8) hours.

#### **Section 4.3**

It is understood and agreed that the payment of overtime in the first paragraph does not apply when a rotation from one shift to another results in time in excess of eight (8) hours within a twenty-four (24) hour period on the day of rotation or in the aforementioned substitution.

#### **Section 4.4**

Overtime records will be maintained by the Chief of Police or his designee, with a monthly copy to the Union President.

#### **Section 4.5**

Officers working overtime will be charged for the same number of hours paid. (Example: 8 Hrs. x double time = 16 Hrs.; 8 Hrs. x 1-1/2 Hrs. = 12 Hrs.) Officers who refuse overtime assignments will be charged with the actual hours worked in the assignment.

#### **Section 4.6**

New officers, or officers requesting for the first time, will be assigned an average between the high and low officers on the overtime list at the time of the first request.

#### **Section 4.7**

When one or more officers have the same overtime, the senior officer will be offered the assignment.

#### **Section 4.8**

Officers requesting overtime work will submit a request on the form provided at least one (1) week in advance.

#### **Section 4.9**

Sergeants will not be offered overtime on shifts where the on-duty officer is a sergeant until all available officers have refused.

#### **Section 4.10**

Every reasonable effort will be made to equalize overtime on a quarterly basis. When equalizing hours, hours worked will be added into the total.

#### **Section 4.11**

In no event shall payment be made of both daily and weekly overtime pay for the same hours worked.

#### **Section 4.12**

Special duty shall be called overtime.

#### **Section 4.13**

All overtime must have prior approval of the Chief of Police or his designee, which approval, in their absence, may be verbal via phone or radio through the dispatcher.

#### **Section 4.14**

An employee who is called back after the end of his/her regular workday, not being contiguous to his/her regular shift, will be paid for all actual hours worked at the rate of time and one-half (1-1/2) up to the start of the next scheduled workday, but not less than four (4) hours pay at time and one-half (1-1/2), whichever is greater.

#### **Section 4.15**

An employee who is called in or told to report prior to his/her regular starting time will be paid at the rate of time and one-half (1-1/2) for hours worked up to the beginning of his/her shift. In the event that an employee is told to cease work prior to the start of his/her shift, the employee shall be paid a minimum of four (4) hours pay at time and one-half (1 1/2).

#### **Section 4.16**

Employee shall not be required to accept compensatory time off in lieu of overtime compensation, except as stated in Section 5.3.

#### **Section 4.17**

Regularly scheduled work shifts on tours of duty and scheduled days off will not be changed, altered or modified to avoid payment of overtime.

**Section 4.18**

It is understood and agreed that during the course of each contract year, an off-duty officer shall receive the officer's base hourly rate of pay for the first 24 hours of any training received. Where training sessions are of short duration, an off-duty officer will be credited no less than four (4) hours in such instances.

Any training time in excess of the aforementioned training time of 24 hours shall be paid for such additional hours of training at an overtime rate of time and one-half (1-1/2).

Officers working "A" squad (2300-0700) will not be required to attend a training session that day unless no other reasonable alternative is available.

**Section 4.19**

All full-time regular police officers will receive first preference on an equalization of hours basis on all overtime assignments.

**ARTICLE V**

**HOLIDAYS**

**Section 5.1**

An employee will be paid his/her daily base pay for each of the following holidays worked or not worked:

<b><u>Holiday</u></b>	<b><u>19/20</u></b>	<b><u>20/21</u></b>	<b><u>21/22</u></b>	<b><u>22/23</u></b>
New Year's Day	01/01/20	01/01/21	01/01/22	01/01/23
Martin Luther King Day	01/20/20	01/18/21	01/17/22	01/16/23
Lincoln's Birthday	02/12/20	02/12/21	02/12/22	02/12/23
Washington's Birthday	02/22/20	02/22/21	02/22/22	02/22/23
Good Friday	04/10/20	04/02/21	04/15/22	04/07/23
Easter	04/12/20	04/04/21	04/17/22	04/09/23
Memorial Day	05/25/20	05/31/21	05/30/22	05/29/23
Independence Day	07/04/20	07/04/21	07/04/22	07/04/23
Labor Day	09/02/19	09/07/20	09/06/21	09/05/22
Columbus Day	10/14/19	10/12/20	10/11/21	10/10/22
Veteran's Day	11/11/19	11/11/20	11/11/21	11/11/22
Thanksgiving Day	11/28/19	11/26/20	11/25/21	11/24/22
Christmas Day	12/25/19	12/25/20	12/25/21	12/25/22
Employee's Birthday	[See Section 5.3 (3)]			

**NOTE:** The above listed dates shall become effective with the signing of the Agreement.

**Section 5.2**

An employee who works any of the above listed holidays shall be paid at one and one-half (1-1/2) hours base hourly rate of pay for the number of hours he/she works on such holidays.

### **Section 5.3**

Payment of the above listed holidays will be as follows:

1. Every employee will be paid his/her daily base pay for New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, and Memorial Day on or before June 30 of each year.
2. Every employee will be paid his/her daily base pay for Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day on or before December 31 of each year.
3. Employee's Birthday shall be a floating holiday. Employee will be paid his/her daily base pay for the holiday on a day mutually agreed to by the employee and the Chief of Police or his designee.
4. An employee may opt to receive one (1) of the above listed holidays as a "floating holiday" during the duration of this contract. The employee shall be paid his/her daily base pay for the holiday on a day mutually agreed to by the employee and the Chief of Police or his designee.

### **Section 5.4**

An employee who is called to work on a holiday that is his/her scheduled day off shall be paid at time and one-half (1-1/2) his base hourly rate of pay for the number of hours he/she works on such holiday.

### **Section 5.5**

In the event that the Town through its Board of Selectmen declare an unanticipated holiday or day of observance (other than the thirteen [13] holidays listed above) for other municipal employees in the Town of Woodbridge, the employees covered by this Agreement shall be given compensating time off or overtime at the discretion of the Chief of Police or his designee.

## **ARTICLE VI**

### **VACATIONS**

#### **Section 6.1**

The employee's anniversary date of hire will be used to determine the amount of vacation due the employee. The Town will grant vacation with pay to eligible employees as follows:

After completion of 1 year.....10 working days (of which 5 may be used after the completion of six months)

After completion of 5 years.....15 working days

After completion of 7 years.....20 working days

After completion of 18 years.....25 working days

#### **Section 6.2**

Vacation time shall be picked by the officers on a seniority basis and such request for vacation time shall be submitted in writing to the Chief of Police for approval. A selection of one or more weeks' vacation between July 1 and October 30 shall be made on or before May 1; a selection of one or more vacation weeks between November 1 and February 28 shall be made on or before September 1; all vacation requests must be submitted by December 31 of each fiscal year. The granting of more than two (2) consecutive weeks in any of the aforementioned periods is dependent upon the workload of the department and subject to the approval of the Chief of Police. Any officers failing to request vacation time in the periods stated above, subject to the approval of the Chief of Police, will be permitted whatever time is open in the period.

Consideration will be given where possible to the wishes of the employee in determining the time of their vacations, but the final decision which shall be reasonably exercised as an employee's vacation will rest exclusively with the Chief of Police or his designee.

Vacation requests for week(s) - Responses shall be made no later than 15 days after time periods addressed in current contract (example - 15 days after May 1, September 1). Responses for single day requests shall be made no later than 15 days after submission.

### **Section 6.3**

1. Employees shall be allowed to schedule vacation time between their normally scheduled days off.
2. All vacations exceeding two (2) weeks shall not be scheduled in one continuous period.
3. An employee may be allowed to take no more than three weeks of his/her vacation as single days with the approval of the Chief of Police or his designee. Requests for one/two week vacations will be given priority before single day requests.
4. Employees shall have the right to add personal days and employee's birthday onto any vacation time taken during any fiscal year, subject to the approval of the Chief of Police or his designee.

### **Section 6.4**

It will not be permissible to postpone vacations from one year to another or to omit vacations and draw pay allowance in lieu thereof, except with written approval of the Chief of Police. Employees shall be afforded the opportunity to carry up to five (5) unused vacation days from one year to another. Carry over days must be used within the first six months of the new year.

### **Section 6.5**

Should the Town through its scheduling deprive an employee of vacation time during a fiscal year, the employee shall be paid for his/her unused vacation time.

**ARTICLE VII****SPECIAL DUTY/OVERTIME****Section 7.1**

Special Duty/Overtime shall mean such police duty to which an officer or a supernumerary is assigned by the Chief of Police or his designee other than regular duty, and the Town will be paid for such duty by the person or persons requesting or requiring such officer, and shall be considered "overtime" for the purpose of equalization of hours.

**Section 7.2**

Special duty distribution records will be maintained by the Chief or his designee, with a monthly copy to the Union president.

**Section 7.3**

Officers working special duty will be charged for the same number of hours paid. (Example: 8 Hrs. x double time = 16 Hrs.; 8 Hrs. x 1-1/2 hours = 12 Hrs.)

**Section 7.4**

New officers, or officers requesting for the first time, will be assigned an average between the high and low officers on the special duty list at the time of the first request.

**Section 7.5**

When one or more officers have the same special duty hours, the senior officer will be offered the assignment.

**Section 7.6**

Special duty assignments will be assigned by the Chief or his designee on a priority basis.

**Section 7.7**

Officer requesting special duty will submit a request on the form provided at least one (1) week in advance.

**Section 7.8**

All full-time regular police officers will receive first preference on the equalization of hour's basis for all special duty assignments.

**Section 7.9**

Every reasonable effort will be made to equalize special duty on an annual basis.

**Section 7.10**

Special duty shall have a minimum of four (4) hours or hours actually worked, whichever is higher for each assignment.

**Section 7.11**

Rates of pay for special duty work shall be as follows:

Special and extra duty work performed for any person or outside contractor shall be paid at time and one-half (1-1/2) a **sergeant's** base hourly rate of pay. Special and extra duty work performed for all Town Departments, Amity Board of Education, and Woodbridge Board of Education shall be paid at time and one-half (1-1/2) the officer's **regular** base hourly rate of pay.

**Section 7.12**

Cancellation must be made at least one hundred and twenty minutes (120) minutes before the start of special duty to avoid the minimum charge. The Town will notify the person or persons requesting the officer for special duty, that compensation for such duty is due within fourteen (14) days.

**Section 7.13**

A person or persons requesting an officer or officers for special duty will be notified of the provisions of this Article VII by the officer scheduling the special duty.

**Section 7.14**

Any officer of the Department having incidental off-duty employment shall not allow such employment to adversely affect the officer's duty to the Town.

**Section 7.15**

When reasonable and practical, employees shall be given at least four (4) hours advance notice of special duty and overtime assignments.

**Section 7.16**

Police station desk duties will be granted to supernumeraries on a rotating seniority basis except where a regular officer is scheduled and available.

Double time payment will be paid for all hours worked on a road jobs/ private duty on Weekends and holidays.

All outside work shall be paid at a (4) hour minimum.

**Section 7.17**

When there is no Sergeant on duty, the senior patrol officer shall be assigned as the Officer-in-Charge (OIC), the OIC will get two (2) hours of comp time for each shift they served as the Officer-in-Charge. The accumulation of comp time shall not exceed beyond eight (8) hours unless the officer has not been granted the use of already earned time. Comp time shall be granted in no less than 4-hour increments at the discretion of the Chief or Deputy Chief so that it does not incur any overtime. The chief has the option to offer overtime to sergeants in lieu of the officer-in-charge (OIC) assignment.



## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### Section 8.1

In order to ensure fair and equitable treatment of all members of the Police Department, there is hereby established a formal procedure to permit the discussion and resolution of grievances.

Definition of a grievance shall be as follows:

- (a) Discharge, suspension, or other disciplinary action.
- (b) Charge of favoritism and discrimination.
- (c) Interpretation and application of Rules and Regulations of the Police Department, and interpretation and application of the Articles and Sections of this Agreement.

#### Section 8.2

Any employee may use this grievance procedure with Union assistance. No grievance settlement made as a result of an individually process grievance shall contravene the provision of this Agreement.

#### Section 8.3

##### Step One

A member having a grievance shall, within ten (10) days of the occurrence giving rise to the grievance, submit said grievance in writing to the Chief of Police or his Deputy Chief, setting forth the nature of the grievance and the relief requested. The Chief of Police or his Deputy Chief, shall answer said grievance, in writing, within five (5) days from the date of notification thereof setting forth his decision.

#### Section 8.4

##### Step Two

If the Chief's decision is unsatisfactory to the employee, the employee shall submit his/her grievance, in writing, to the Board of Police Commissioners within five (5) days of receipt of the answer of the Chief. The Board shall schedule the grievance for a hearing at its next regularly scheduled meeting. However, unless mutually agreed, said meeting will be held not more than forty-five (45) days from the date of receipt of the grievance. The employee shall have the opportunity to be heard at said meeting and shall have the right to the presence of representatives of the Union. The Board shall render its decision on said grievance, in writing, within ten (10) days from the date of said hearing.

#### Section 8.5

##### Step Three

Either party may petition the State Board of Mediation and Arbitration to appoint a mediator. This request must be made within twenty (20) working days of the transmittal of the written decision in Step Two. Should mediation fail to resolve the question within sixty (60) days, then it may be processed to Step Four.

#### Section 8.6

##### Step Four

If the mediation provided for in Step Three is not satisfactory to either party, either party may submit the grievance to the Connecticut State Board of Mediation and Arbitration within sixty (60) days after the grievance was originally presented to mediation as provided for in Step Three. The decision of the Connecticut State Board of Mediation and Arbitration shall be final and binding to both parties, provided it is not contrary to the law. The authority of the Connecticut State Board of Mediation and Arbitration shall be limited to the application and interpretation of this Agreement. It shall have no authority to add or subtract from this Agreement.

**Section 8.7**

If a grievance is not submitted within the prescribed time limits as herein stated, it shall be deemed settled. However, any time limits specified within this Article may be extended by the written mutual agreement of the Union and the Town.

**Section 8.8**

The parties agree that fees and expenses of arbitration shall be borne equally between the Union and the Town. The parties further agree that all grievances may be processed in the name of the individual officer and/or the Union.

**ARTICLE IX****DISCIPLINE****Section 9.1**

No permanent employee shall be disciplined, demoted, suspended, discharged, or otherwise terminated except for just cause.

**Section 9.2**

In the event of any discipline, an employee may contest the action of the Department through the grievance procedure set forth in Article VIII.

**Section 9.3**

No permanent employee shall be discharged without a prior hearing by the Board of Police Commissioners. Any permanent employee not satisfied with the decision of the Board of Police Commissioners after said hearing may process the case directly to Step Four of the Grievance procedure. The officer shall have the right to confront the complainant during the hearing of this disciplinary procedure.

**Section 9.4**

In all cases, where criticism or a complaint is lodged against an employee by any civilian, and where an investigation is to be conducted, or disciplinary action may be contemplated, the following procedures apply:

In the case of a civilian complaint, the complainant shall make the complaint against said employee within fourteen (14) days of the alleged improper action or knowledge thereof. The civilian complainant must complete and sign the department's civilian complaint form, a copy of which will be forwarded to the accused employee within four (4) days after receipt of such written complaint, with notification to the employee that a pending formal investigation will commence. The complainant's refusal to reduce the complaint to writing on the prescribed department form will result in no formal investigation, and the complaint will go as "not sustained". In the event that a formal investigation is initiated by the Chief or his designee, then said investigation will be completed within forty-five (45) days of the initiated investigation, unless by mutual agreement which shall not be unreasonably denied. The accused employee shall be notified expeditiously as to the outcome of the investigation and whether disciplinary action is intended.

In the event that a civilian complainant outlines a complaint or allegation in letter form, then a copy of the letter will be forwarded to the accused employee within four (4) days of receiving such letter. The civilian complainant will be contacted by the Chief or his designee and advised that the department's civilian complaint form must be completed within the prescribed time period or no formal investigation will be initiated.

In the event that a civilian complainant verbalizes a complaint or allegation against an employee, then the complainant shall be notified by the Chief or his designee that the department's civilian complaint form must be completed, and the allegations reduced to writing before a formal investigation can be initiated.

Nothing in this section shall preclude the Chief of Police, or his designee, from investigating any complaint that has not been reduced to writing, provided that no employee shall be disciplined solely on the basis of an unwritten allegation or complaint. Investigations shall include the opportunity for the employee involved to be heard with respect to the allegations or anticipated charges.

It is agreed that nothing in this section shall restrict or limit the department's rights and obligations to investigate any criminal allegations or suspected criminal involvement in violation of any State, Federal or local laws, regulations, or rules. It is further agreed that all investigations will be conducted in accordance with statutory requirements. Under these circumstances the involved employee's rights under due process will be observed.

#### **Section 9.5**

If no action is taken on any complaint within six (6) days after receiving the complaint, the matter shall be considered terminated and no record shall be entered in the personnel file of the employee.

**ARTICLE X**

**EQUIPMENT AND UNIFORMS**

**Section 10.1**

The Town shall furnish, own, and maintain all proper and necessary equipment, which the Town requires an officer to use in the performance of his/her duties. Upon appointment to the Woodbridge Police Department, a regular officer of the Department shall receive the following clothing and equipment from the Town:

<b><u>Description</u></b>	<b><u>Number</u></b>
Department Issued Weapon	1
Holster	1
Ammunition	As needed
Ammunition Magazine Holders	1 Set
O.C. Defensive Spray (Mace)	1 As needed
Autolock Baton with Holder	1
Handcuffs	1 Pair
Flashlight	1- battery & bulb as needed
Uniform Cargo Style Trousers	2
Uniform Shirts (short sleeve)	3
Uniform Shirts (long sleeve)	3
Jacket (winter)	1
Jacket (lightweight)	1
Raincoat	1
Rain Pants (if issued short style raincoat)	1
Rain Boots	1 Pair
Bulletproof Vest with Uniform Carrier	1
Arctic Hat	1
WPD Winter Knit Hat	1
WPD Ball Cap	1
WPD Turtleneck	1
Traffic Safety Vest	1
Road Job Shirt	1
Road Job Cargo Style Shorts	1
Webgear Duty Belt	1
Webgear Belt Keepers	4
Webgear Handcuff Case	1
Webgear Radio Pouch	1
Webgear O.C. Spray Pouch	1
Webgear Emergency Glove Pouch	1
Class A Uniform Hat – Stratton- Black Felt	1
Rain Cap Cover	1
Class A Uniform Pants	1
Class A Uniform Lg Sleeve Heather Grey Shirt	1
Class A Uniform Sh Sleeve Heather Grey Shirt	1
Black Clip-On Tie	1
WPD Tie Clasp	1
Leather Class A Duty Belt	1
Leather Class A Belt Keepers	4
Leather Class A Handcuff Case	1
WPD Collar Insignia	2
Name Tag (Plastic)	1
Name Tag (Metal)	1
Whistle with Chain (Metal)	1

**Section 10.2**

During the first year of service, an officer shall be paid an allowance of \$100.00 for cleaning of his/her uniform.

**Section 10.3**

Effective July 1, 2019, after completion of one year's employment, each officer shall be paid an allowance one thousand one hundred and fifty dollars (\$1,150.00) each fiscal year for his/her uniform replacement and for cleaning his/her uniform.

**Section 10.4**

Payment of the uniform allowance shall be due one-half (1/2) by the first paycheck in July, and one-half (1/2) by the first paycheck in January of each year.

**Section 10.5**

Uniform replacements shall be made by the officer and any piece of uniform that is to be replaced shall be standard regulation police equipment.

**Section 10.6**

The Town will furnish reasonable amounts of ammunition, standard to the Department, used by officers to practice so that they can maintain their skill in marksmanship. Such practice is encouraged by the Town.

**Section 10.7**

The Town shall reimburse any officer for the reasonable value of clothing and/or personal property lost or damaged beyond repair in the performance of duty, provided such loss is not the result of the officer's own negligence.

**Section 10.8**

The Town agrees that when patrol cars are purchased they will be equipped with air-conditioning.

**ARTICLE XI**

**SENIORITY**

**Section 11.1**

"Seniority is the continuous service of the employee in the Police Department computed in years, months, and days, as covered in Section 2.3 of Article II--Rates of Pay.

It is provided, however, that there shall be seniority in ranks and that rank seniority shall be an exception to the aforementioned paragraph. Rank seniority shall accrue from the first day of appointment to any given rank. However, rank seniority shall not be considered in case of layoff. In the event of a reduction in force, layoff shall be in the inverse order of hiring and recall shall be by seniority.

Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others hired on the same day shall be determined by their relative position

in their grades at the municipal police school, with the greatest seniority being granted to the individual standing highest on the list among those hired and so on down in that order.”

### **Section 11.2**

The accruing of seniority shall not be broken by vacation time, sick time, suspension or any leave of absence or any call to military service.

### **Section 11.3**

An officer with the least seniority within the rank shall be laid off first. Laid-off permanent officers with the most seniority shall be rehired first prior to the hiring of new individuals.

### **Section 11.4**

“Each new employee shall be considered a probationary employee and shall have no seniority status until he/she has completed a probationary period of no more than twelve (12) months training. During the probationary period the employee may be discharged in the sole discretion of the Town, with or without recourse to the grievance and arbitration provisions of this Agreement by either the Union or the employee. The employee shall be notified in writing whether or not he/she has been permanently employed by the Town.”

### **Section 11.5**

An officer shall lose his seniority:

- (a) If he/she quits.
- (b) If he/she is discharged for just cause, and is not reinstated.
- (c) When recalled from lay-off, if he/she fails to return to work within five (5) working days after notification was sent to him/her by certified mail or telegram.
- (d) If he/she fails to observe the terms and reasons for which a leave of absence has been granted or has engaged in work during the time of such leave of absence and provided said terms shall be known in writing to the employee in advance.
- (e) If he/she is absent from work for more than five (5) consecutive days without a satisfactory explanation, as covered by rules and regulations.
- (f) When a lay-off exceeds two (2) years.
- (g) When an employee retires.

### **Section 11.6**

In the event of any dispute for any issue not covered by the terms of this Agreement, all other things being equal, seniority will prevail.

## **ARTICLE XII**

### **PROMOTIONS**

#### **Section 12.1**

Promotional examinations are to be conducted whenever a vacancy is to be filled, or a new rank is created. Proper notice shall be posted, in an appropriate location at the Police Headquarters, at least thirty (30) days prior to the date of the examination.

- (a) Any one or more of the original first three (3) successful candidates on the examination may be appointed in any desired order.

- (b) Any appointments beyond the original first three (3) successful candidates on the examination must be made in strict numerical order.

**Section 12.2**

Promotional examinations shall be conducted by the State Personnel Department, or any qualified testing agency approved by the Police Commissioners and the Union.

**Section 12.3**

All examinations under this Article shall be composed of three (3) phases: written, oral, and performance.

**Section 12.4**

Each part shall be scored in percentiles: oral 40%, written 50%, and performance 10%. A grade of 70% in each part is considered passing.

**Section 12.5**

No member shall be eligible to take an examination for Sergeant unless at the time of such examination the officer has at least three (3) years of continuous service as a full-time regular officer in the Woodbridge Police Department.

**Section 12.6**

- (a) The Chief, at his discretion, may assign officers to investigative work. The Chief shall have the right to establish the nature of such assignments. The hours of work and schedules shall be agreed to by the Chief and the Investigative Unit, and the number of days off shall be equal to the uniform unit.
- (b) Officers assigned under this section shall continue to hold their rank or grade status. The Chief shall notify the Union of such assignments. Provision of this section shall prevail over any other provisions of this agreement.
- (c) Investigators will receive the average of the shift differential. It is agreed that the position of Investigator is not a promotional position.

**Section 12.7**

An assignment to this squad is not considered as a promotion, and such officer shall be paid at his/her regular base rate of pay.

**Section 12.8**

Any officer requesting an assignment to this squad shall be entitled to his/her regular share of overtime when his/her turn comes up on a regular rotating basis of the entire force.

**ARTICLE XIII****TOWN RIGHTS****Section 13.1**

- (a) It is recognized and agreed that the Town, through the Board of Police Commissioners, has and will continue to retain the exclusive rights, duties, and responsibilities to manage and direct the working force of the Police Department. Such functions of the Town include, but are not limited to the exclusive rights: the right to hire, promote, demote, transfer; to suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees; to layoff because of lack of work, recall; schedule hours and work schedules and overtime; to introduce or improve methods or facilities, unless specifically abridged by the terms of this Agreement.
- (b) The provisions of this Article shall not be used unreasonably or arbitrarily as to any employee.

**ARTICLE XIV****DISCRIMINATION AND COERCION****Section 14.1**

The policy of the Town and the Union is not to discriminate against any employee on account of race, color, sex, creed, or marital status.

**Section 14.2**

The Union or the Town or any of its representatives shall not intimidate or coerce employees. The Union will not solicit members or conduct any union activities during working hours other than those of collective bargaining and handling of grievances in the manner provided.

**Section 14.3**

Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of the employees to assist the Union shall be recognized as extending to participation in the management of the Union and action for the Union in the capacity of a Union officer or representative, and to present his/her views to the public, to officials of the Town, to the Department, to the Town Meeting, and to members of the State Legislature.



## ARTICLE XV

### BULLETIN BOARDS

#### Section 15.1

The Town will permit the reasonable use of the Police bulletin board for notifying Union members of:

- (a) Union meetings
- (b) Union elections
- (c) Social, educational, or recreational Union affairs

#### Section 15.2

Union agrees it will not post or permit to be posted on such board any criticism, express or implied, of any person or organization, including but not limited to the Town, Police Department, the people of the Town, or of any of the policies of the Town or the Police Department.

## ARTICLE XVI

### UNION SECURITY

#### Union Dues

#### Section 16.1

- (a) Employees who become members of the Union shall in writing execute a Union Check-off Authorization, authorizing the Town to deduct from such employee's wages such union dues and initiation fees as certified in writing by the Union.
- (b) Employees who withdraw from or refrain from joining the Union shall in writing execute a Non-Member Deduction Authorization, provided by the Town, for the limited purpose of authorizing the Town to deduct from their wages such service fees equal to the monthly dues levied by the Union which would be payable by such Non-Union employees if they were Union members.
- (c) All sums deducted shall be remitted to the Union each month and shall be accompanied by a record of those for whom deductions have been made with the amounts of such deductions. The Union will, in writing, inform the Town of the name and title of the Union officer responsible for all matters relating to dues.

#### Union Security

#### Section 16.2

- (a) All eligible employees in the collective bargaining unit who are members as of the effective date of this Agreement shall either remain a member of the Union in good standing pursuant to the Constitution and by-laws of the Union or withdraw from membership in the Union so long as he/she pays to the Union a service fee, equal to the monthly dues of a member, as a contribution toward the administration of this Agreement.
- (b) All new employees shall either become members of the Union after the thirty-first (31st) day of employment and shall remain a member in good standing, pursuant to the Constitution and by-laws of the Union, or refrain from joining the Union, so long as he/she pays to the Union a service fee as a contribution toward the administration of this Agreement.

- (c) For the purposes of (a) and (b) above, membership "in good standing" in this Agreement, shall mean the payment of the initiation fee and/or periodic dues uniformly required by the Union.

**Section 16.3**

The union agrees to indemnify and save the Town harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in accordance with individual dues authorization furnished to the Town by the Union or by means of the Town's compliance with the provisions of this Article.

**ARTICLE XVII**

**MEDICAL CARE, INSURANCE, RETIREMENT**

**Managed Benefits**

**SECTION 1.**

A. The Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health plan(s)).

The Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health insurance plan(s)).

All eligible employees and dependent shall be enrolled in the following medical plan: a \$2000/\$4,000 deductible HDHP plan (see appendix). The Town will contribute a portion of the deductible to an employee's account with single or family coverage. The town shall make its deposits no later than July 1 of each year. Effective July 1, 2018, the town shall deposit 65% of the deductible. Effective July 1, 2020 the town shall deposit 60% of the deductible. Effective July 1, 2021, the town shall deposit 55% of the deductible. Effective July 1, 2022 the town shall deposit 50% of the deductible. For new hires, deposit shall be prorated based on the effective date of coverage when first joining the plan.

All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted by the Town on a pre-tax basis.

- 1) Effective July 1, 2018, employees shall contribute 7% towards the premium cost of the health insurance plans provided by the Town, by payroll deduction.
- 2) Effective July 1, 2020, employees shall contribute 8% towards the premium cost of the health insurance plan provided by the Town, by payroll deduction.
- 3) Effective July 1, 2021, employees shall contribute 9% towards the premium cost of the health insurance plan provided by the Town, by payroll deduction.
- 4) Effective July 1, 2022, employees shall contribute 10% towards the premium cost of the health insurance plans provided by the Town, by payroll deduction.

Employees hired after July 1, 2019 shall contribute 15% towards the premium cost of the health insurance plans provided by the Town.

B. Life Insurance Policy in the amount of one and a half (1 ½) times the employee's base rate with double indemnity in the event of accidental death.

C. Blue Cross Co-Pay Dental Plan for employee's dependents.

#### **Section 17.1**

The Town shall provide and pay full costs of Blue Cross, CMS and Major Medical for normal retirement to a retiree and his/her spouse up to the age 65, provided the retiree or his/her spouse does not have coverage by an employer during his/her retirement. Upon reaching age 65, the Town shall provide Blue Cross 65 and CMS 65 for the retiree and his/her spouse at its expense. The retiree shall be responsible for notifying the Town with adequate notices prior to either the retiree or spouse's 65th birthday. Employees hired on or after October 4, 2016 shall not be eligible to receive the benefits described in this section.

#### **Section 17.2**

Each permanent officer of the Police Department will also be named insured under the Town's public liability insurance, which provides coverage for false arrest, detention, or imprisonment, and malicious prosecution of at least \$300,000 per officer. Each officer agrees to abide by the terms of such policy.

#### **Section 17.3**

The Town shall continue present practice of coverage for permanent employees under the present State of Connecticut Retirement Plan B (MERS) as it was voted by Town Meeting 1968. Should MERS permit the Town to establish a Defined Contribution Pension Plan, the union and Town agree to meet to negotiate such a plan. It is agreed that a new plan will be for all employees hired after the new plan is negotiated.

#### **Section 17.4**

Employees will be entitled to be compensated for unused vacation days upon retirement on a prorated basis. For retirement purposes one-twelfth (1/12) vacation credit shall be considered to be earned by the employee in each of the months in the period of July-June.

#### **Section 17.5**

During the term of the contract, the Town may change insurance carriers provided that the level and administration of benefits under the carrier would result in no loss of benefits to the employee.

#### **Section 17.6**

An employee may elect to waive all healthcare coverage, which includes dental coverage under Article XVII of this agreement and, in lieu thereof, shall receive a payment of \$1,300.00 for waiver of individual coverage, \$1,700.00 for waiver of employee and one dependent coverage or \$2,100.00 for waiver of employee and more than one dependent coverage. Waiver will be made in two installments -- waiver for July through December will be paid by December 31<sup>st</sup> and waiver for January through June will be paid by June 30<sup>th</sup>.

Where there is a change in an employee's status such as, but not limited to, change in the spouse's employment, the waiver may, by written notice to the Town, be revoked. Upon receipt of revocation of the waiver, coverage by Blue Cross and Blue Shield shall be subject to any regulations or

policy restrictions, including waiting periods, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Town so as to insure that the prorated basis above was accurate.

## **ARTICLE XVIII**

### **AUTHORITY AND RIGHTS**

#### **Section 18.1**

The Union agrees and recognizes that the Board of Police Commissioners are by Special Act of the State of Connecticut dated July 1, 1938 as passed by the State Legislature and incorporated in the Town Charter dated July 1, 1961, the authority of the Police Department. The Chief of Police and such designee by him or the Board shall act as the Chief or his Deputy.

#### **Section 18.2**

The Town retains all rights and privileges it had prior to the signing of this Agreement, except those that have been specifically abridged by this Agreement.

#### **Section 18.3**

The signing of this Agreement shall not abrogate any officer's rights or privileges to which he/she is entitled by ordinance, charter, Board rulings or known and accepted historical practices which have occurred within two (2) years of the incident complained of, unless such right or privilege is specifically covered by one or more terms of this Agreement.

## **ARTICLE XIX**

### **PAID LEAVES OF ABSENCE**

#### **Section 19.1**

#### **Court Time**

When an officer is required to attend court on his/her time off for civil, criminal, or motor vehicle hearings, the Town will compensate the officer at a rate of time and one-half up to four (4) hours less any monies received by the officer.

#### **Section 19.2**

#### **Personal Time**

An employee will be allowed, with the approval of the Chief of Police, three (3) personal leave days with pay each fiscal year providing such request is made in writing, at least forty-eight (48) hours in advance of the day so requested. In case of emergency, the employee must notify the Chief of Police or his Deputy Chief not less than eight (8) hours before the requested leave day.

#### **Section 19.3**

#### **Funeral Leave**

A permanent employee shall be allowed five (5) days time off with pay for the death of the employee's spouse, child, mother, or father if the employee loses regularly assigned days during the employee's scheduled work week. Such days are granted between the date of death and attendance at the funeral or if the employee is engaged in activities in connection with death of the aforementioned individuals.

Three (3) days time off with pay shall be allowed to a permanent employee between the date of death and attendance day of the funeral of the employee's mother-in-law, father-in-law, brother, sister, grandchildren, grandparents, and grandparents-in-law provided the employee loses the regularly assigned days during the employee's scheduled work week.

One (1) day time off with pay shall be allowed to a permanent employee for attendance at the day of the funeral of the employee's brother-in-law, sister-in-law, uncle, aunt, niece, nephew, provided the employee loses the regularly assigned day during the employee's scheduled work week.

#### **Section 19.4**

#### **Sick Leave**

An employee shall be allowed for purposes of such leave up to a total of fifteen (15) sick days each fiscal year based on one and one-quarter (1 1/4) days per month of service. An employee may be required after a five (5) day period of absence to produce a doctor's certificate; or after a one (1) day return to work and illness continues, a doctor's certificate will be required stating the nature of the illness and the expected duration. Failure to provide such certification shall be sufficient to deny such leave.

Employees hired prior to July 1, 1986, shall be credited for five (5) days per year of accredited service. Employees can accumulate up to one hundred and fifty (150) sick days.

Effective July 1, 2000, employees who retire after twenty-five (25) years service shall be paid up to one hundred and twenty (120) accumulated sick leave days.

Employees hired after July 1, 2019 shall be allowed for purposes of such leave up to a total of twelve (12) days each year based on one day per month of service. Employees who retire after twenty-five (25) years of service shall be paid sixty-five (65%) of accumulated sick days. At no time shall employees accumulate more than one hundred twenty (120) sick days.

Effective July 1, 1991, an employee who has perfect attendance for a fiscal year shall receive a one hundred (\$100.00) dollar bonus. The perfect attendance bonus will be forfeited if the employee is sick, injured on or off-duty, or absent without contractual authorization. Said bonus will be paid in the first pay period of July.

If an officer is legitimately out of sick time and the union members would like to donate sick time, a written form must be presented to the first selectman for his or her approval. The decision is totally vested with the first selectman.

#### **Section 19.5**

#### **Grievance Meetings**

Time spent during working hours by the grievant and/or one (1) Union representative at Step One and Step Two level under Article VIII of this Agreement shall be paid by the Town. Time spent by the grievant during working hours at Step Three level grievance shall be paid by the Town. The Union shall advise the Chief of Police in writing of the name of the Union representative or officer who is authorized to act on behalf of the Union at Step One and Step Two levels of the grievance procedure.

#### **Section 19.6**

#### **Disability**

- (a) Any employee who is injured, incapacitated or disabled by accident, contagious disease, intentional acts of another or negligence of any person, including him/herself, provided such occurrence arose out of the performance of his/her duties, and is compensable by Workmen's Compensation, shall be paid the employee's normal weekly earnings less any amount received by virtue of the Workmen's Compensation Act from the date of said injury, incapacity, or disability for a period not to exceed fifteen (15) months.

- (b) It is agreed that an officer, who is injured or disabled while on duty, and who reaches a satisfactory point of recovery for limited assigned police duty, upon recommendation of the police doctor and the officer's personal physician, shall receive such limited assignments of work as the employee is able to perform at a salary not less than the employee would have received for their former regularly assigned duties.
- (c) Officers on limited duty shall have a review of disability at the direction and discretion of the Board of Police Commissioners including examinations by the police doctor and the officer's personal physician or a doctor recommended by either doctor to determine whether the officer should return to regular duty, be given further adjustments on the assigned limited duty, or be retired from the department.
- (d) Any officer on limited duty shall have a review of their capability for duty or retirement on June 1 of each fiscal year. Extensions of the employee's limited duty shall be in writing and so designated in the appropriate minutes of the Board meeting.
- (e) All orders for retirement or limited duty shall be in writing to the officer involved and to the president of the Union.
- (f) Officers injured while on incidental off-duty employment or leave of absence shall not receive the benefits of this Section 19.6 provision.
- (g) An eligible officer who is retired for disability under this provision will receive the same benefits as an employee receives under normal retirement prior to and after age 65. If an officer or his/her spouse during said retirement is employed by another employer, the officer or his/her spouse is responsible to notify the Town of such employment in order that the Town can ascertain whether there is equivalent benefit coverage. In the event that outside employment ceases, the officer or his/her spouse is responsible for notifying the Town in order to receive benefits from the Town.

#### **Union Business**

##### **Section 19.7**

Members of the Union negotiating committee, limited to two (2), will be granted time off from their regular work schedules, with pay, for all meetings which designated representative(s) of the Town and the Union for the purpose of negotiating terms of the contract or any supplement thereto when such meetings take place at a time during which such members are scheduled to be on duty.

##### **Section 19.8**

Members of shifts during which a meeting of the Union is called may attend such meeting without loss of pay, provided such meetings do not exceed one (1) per month, and the members are available to return to duty in case of an emergency situation.

#### **ARTICLE XX**

#### **UNPAID LEAVES OF ABSENCE**

##### **Section 20.1**

An employee, at his/her request in writing to the Board of Police Commissioners, may be granted a limited leave of absence without pay, but without loss of seniority. The granting of such leave of absence is entirely within the discretion of the Board of Police Commissioners and shall not exceed three (3) months at any one time, but may be extended for reasonable cause. Failure to return to work after the expiration date, or renewal, will be deemed sufficient reason for termination of seniority rights.

During said leave of absence, an employee shall not be entitled to accrual of benefit time nor payment of sick days, holidays, vacations, nor insurance benefits during his/her absence; however, an employee has the option to keep up his/her insurance benefits (subject to the terms and conditions of the policies) by paying the full premiums to the Town prior to the start of the leave.

**Section 20.2**

Any officer who leaves the service of the Town to join the military forces of the United States during the time of war or other national emergency, or who is inducted by the Selective Service, shall be placed on military leave without pay. Officers returning to the Town employment from military leave shall be granted all re-employment rights provided under the Selective Service Act.

**Section 20.3**

Union activities required to administer this Agreement and as part of the function of the Union, such as legislative hearings and conventions, may be carried on during working hours, provided approval of the Chief of Police is obtained beforehand. The Chief of Police may grant reasonable and necessary time off in any one year to no more than one (1) member at any one time as delegated by the Union to attend such hearings or conventions.

**ARTICLE XXI**

**RULES AND REGULATIONS**

**Section 21.1**

Each officer shall be responsible for knowing and abiding by the rules and regulations of the Police Department as they may from time to time be amended or changed.

**Section 21.2**

The Town agrees to provide to each officer at headquarters an up-to-date copy of all rules and regulations.

**Section 21.3**

Copies of any changes or amendments will be posted at headquarters and will become effective after posting for twenty-four (24) hours.

**Section 21.4**

Should any departmental rule or regulation be considered inconsistent with this Agreement, it shall be superseded by the terms of the Agreement.

**ARTICLE XXII**

**SAFETY, EDUCATION AND HEALTH**

**Section 22.1**

The Town shall continue to make reasonable regulations for the safety, education, and health of its officers during their hours of employment, and the Union agrees that it will direct its members to comply with such regulations as are provided.



**Section 22.2**

The parties to this Agreement shall cooperate in the enforcement of safety rules and regulations.

**Section 22.3**

The Union will encourage its member to report promptly, in writing, to the Chief of Police or his Deputy Chief, conditions in the Town, which might be dangerous to the officers of the public. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the Chief of Police or his Deputy Chief. If the condition complained of is not satisfactorily corrected within a reasonable length of time, not to exceed three (3) days, it may be processed under the grievance procedure set forth in this Agreement.

**Section 22.4**

Any officer who successfully completes a course in related police science and exhibits an associate degree covering same to the Chief of Police or his Deputy Chief, shall receive an increase amount of four percent (4%) of his/her base pay.

**Section 22.5**

Any officer, who successfully completes a course in police science and exhibits his bachelor's degree to the Chief of Police or his Deputy Chief, shall receive an increase of eight percent (8%) of his/her base pay.

**ARTICLE XXIII**

**GENERAL PROVISIONS**

**Section 23.1**

Each officer shall have the right to review at a reasonable time, his entire personnel file upon request to the Chief of Police.

**Section 23.2**

Officers shall not be required to shovel snow, wash vehicles, or clean the Police Station, perform any maintenance, installation, or services connected with police vehicles; however, employees may on a voluntary basis perform any maintenance or service connected with police vehicles.

No employee shall be required to perform any function normally performed by another town department, agency, or private organization unless said function affects public safety or is an emergency.

**Section 23.3**

Officers shall have the right to have mustaches, with the exception of handle-bar mustaches, which must be kept neat and trimmed at all times.

**Section 23.4**

Each officer assigned to a police vehicle shall check such vehicle at the start of his/her shift to ascertain any defects, which shall be reduced to writing on his/her daily work sheet and handed to his/her



supervisor so that corrective measures shall be made effective as soon as possible. Each officer, at the end of his/her shift, shall be expected to leave the interior of the vehicle in clean condition.

**Section 23.5**

All notice and certification shall be deemed to have been fully and completely served or made by the Town when sent by certified mail addressed to the President of the Union or by the Union when sent by certified mail to the Chairman of the Board of Police Commissioners, the Town of Woodbridge, Town Hall, Woodbridge, Connecticut.

**Section 23.6**

Supervisors attending staff meetings during their off-duty hours shall not be paid according to the provisions of Article IV, but shall be compensated by being paid a minimum of three (3) hours straight time at the prevailing rate of pay or receive equivalent compensation time at the employee's option. Any hours beyond the three (3) shall be at straight time.

**Section 23.7**

- (a) The Union recognizes that among the primary objectives of the Town in entering into this Agreement is the promotion of orderly and peaceful relations with its employees and the Union, and the attaining of efficient and uninterrupted operations in the Town. It is recognized that this Agreement is intended to set forth the rights and obligations of the Town and the Union and the employees it represents, and that the grievance procedure set forth herein gives to the Town, the Union, and the employees which the Union represents full and complete redress for any grievance arising under this Agreement.
- (b) While this Agreement, or any extension thereof, 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.

**Section 23.8**

When arranging for police station desk duties, reasonable effort will be employed in providing coverage with civilian dispatch personnel when available. Sworn officers will be used on a rotating seniority basis as determined by the Chief of Police or his designee when sufficient patrol levels exist.

**ARTICLE XXIV**

**STABILITY AND DURATION**

**Section 24.1**

This Agreement represents the full and complete understanding of the parties with respect to all matters relative to rates of pay, hours of work, and other conditions of employment. The parties agree that there has been full opportunity to bring up for negotiation any matter pertaining to rates of pay, hours of work, and other conditions of employment; and that no such matters will be brought up for negotiation during the term of this Agreement.

**Section 24.2**

The provisions of each Article in this Agreement are independent covenants and agreements, and should any part or provision of this Agreement be breached by any party or be held invalid, the remainder of this Agreement shall nevertheless be deemed valid and binding upon the parties hereto.

**Section 24.3**

No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and duly executed by the parties hereto, with the same formality as this Agreement.

**Section 24.4**


The failure of either party to this Agreement to insist in any one or more instance upon the strict performance of any of the terms and provisions of this Agreement, or to exercise any option to make any election herein contained or provided for, shall not be construed as a waiver or as a relinquishment for the future of any such term, provision, option or election, and the same shall be deemed a waiver of any subsequent default.

**Section 24.5**

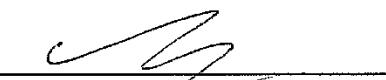
This Agreement shall become effective July 1<sup>st</sup>, 2019 and shall remain in full force and effect until June 30<sup>th</sup>, 2023, and each year thereafter, unless notice of termination or desire to modify this Agreement is given in writing to either party, by certified mail, not earlier than two hundred and ten (210) days and not later than one-hundred and twenty (120) days before said expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this, 23rd day of October 2019.

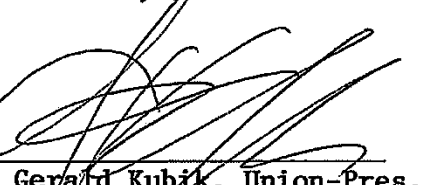
UNITED PUBLIC SERVICE EMPLOYEES UNION      TOWN OF WOODBRIDGE

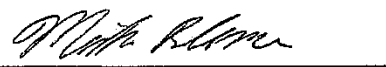
BY:   
Ronald E. Suraci, Director

BY:   
Beth Heller, First Selectman

BY:   
Kevin E. Boyle, UPSEU President

BY:   
Frank P. Cappiello, Chief of Police

BY:   
Gerald Kubik, Union-Pres.  
Woodbridge Police Dept.

BY:   
Michael Blume, Union-Vice Pres.  
Woodbridge Police Dept.