

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF REDDING, CONNECTICUT

AND

REDDING POLICE DISPATCHER'S LOCAL

(Unit 040, The United Public Service Employees Union - UPSEU)



July 1, 2011

To

June 30, 2015

REDDING POLICE DISPATCHER'S

UNION CONTRACT

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Preamble

This Agreement entered into by and between the Town of Redding, State of Connecticut, hereinafter referred to as the Town, and [Unit 040, The United Public Service Employees Union \(UPSEU\)](#), 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, more effective service in the public interest and establishment of rates of pay, hours of work, or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment as provided for in the General Statutes of the State of Connecticut.

Article I - Recognition

Section 1. The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all Police Department Dispatchers employed by the Town who work at least thirty (30) or more hours per week. Nothing in this agreement prohibits the Town from utilizing part-time dispatchers, although these part-time positions shall not be included in this union.

Article II - Dues Deduction and Union Security

Section 1. As a condition of employment, each employee shall become a member of the Union and shall remain a member in good standing. Each new employee, as a condition of employment, shall become a member of the Union after completion of his/her probationary period of employment.

Section 2. The Town agrees to deduct dues and fees from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Town by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to UPSEU/Union by the next accounts payable date after such deductions have been made. Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing, or shall be assessed a union service fee. Said Union service fee shall not exceed the Union dues assessment currently in effect.

Section 3. The Union agrees that it will indemnify and save the Town of Redding harmless from any and all claims, actions, liabilities, lawsuits or other costs or damages which may arise from the Town's enforcement of and/or compliance with the provisions of this article and further agrees that it will not contest the provisions of this hold-harmless clause and recognizes that it is valid and enforceable.

Article III - Employee Rights and Representation

Section 1. Employees have and shall be protected in the exercise of the right, without the fear of penalty or reprisal, to join and participate in the Union. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative.

Section 2. One member of the Union's bargaining committee, who is regularly scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives, and the Union for the purpose of negotiating the terms of the contract or any supplements thereto including mediation, fact-finding and binding arbitration.

Section 3. One Union officer who is regularly scheduled to be on duty during a formal meeting between the Town and the Union shall be granted leave of absence to participate in any grievance step as described in this contract or in any arbitration procedures consequent thereto without loss of pay or benefits.

Section 4. No employee shall be subjected to discipline except for just cause.

Article IV - Seniority

Section 1. Seniority is hereby defined as the employee's total full time length of service with the Town of Redding Police Department as a member of the bargaining unit. Seniority shall be considered broken and the employee shall forfeit all rights and benefits under the Agreement in the event of:

- a. Resignation or separation.
- b. Discharge for just cause.
- c. Leave of absence for more than twelve (12) months.
- d. Failure to return from an approved leave of absence.
- e. Leave of absence for the purpose of working for another employer.
- f. Layoff of more than twelve (12) months.

Section 2. New employees shall serve a probationary period of ninety - (90) additional days from the completion of all State of Connecticut required certifications during which time they shall attain no seniority rights under this Agreement. The Chief of Police at his discretion may extend the probationary period for an additional ninety - (90) days. During such probationary period, the employee may be terminated at the sole discretion of the Town for any reason whatsoever and in such event; neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon satisfactory completion of the employee's probationary period, seniority shall date back to the original date of employment.

ARTICLE V Grievance Procedure

Section 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 (10th) calendar 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 fourteen (14) calendar 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 or her designee within seven (7) calendar days or upon receipt of the answer to the grievance from the Chief. Within fourteen (14) calendar days after receipt of the written grievance, the First Selectman or his designee will meet with the Union President or his designee in an attempt to settle the grievance. The First Selectman or his designee shall give the Union his/her answer to the grievance in writing within fourteen (14) calendar days after his discussion of the same with the Union President or his designee.

Step 3. In the event a grievance is not settled at any time in the Steps of the foregoing grievance procedure, either the Union or the Town, may, by certified mail, postmarked no later than fourteen (14) calendar days after the Step 2 answer, submit notice of a claim for arbitration of the grievance to the other party and 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, than the requestor will be responsible for 75% of the fees and the other party will be responsible for 25%. 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, but 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 2. 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 4 of this article ,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.

Arbitration

Section 3. 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 4. Any grievance hereunder which is not settled through the grievance procedure provided for in Article 5 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 1 above.

Section 5. The arbitrator shall be limited to ruling on the interpretation or the application of the terms of this Agreement and may reinstate a discharged or disciplined employee with back pay. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

Section 6. 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. 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 8. 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 decision promptly after all material, including briefs, if any, have been submitted to him.

ARTICLE VI Managements Rights

Section 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 determine the extent to which work or employment shall be increased or reduced, including the exclusive right to plan, direct and control the dispatching operations; and to change equipment or facilities.

ARTICLE VII Hours of Work, Overtime, and Wages

Section 1. . The working schedule for all full-time dispatchers will be a 4 – 2 work schedule. On a 4-2-work cycle, the workday shall consist of an 8 hour and (15) fifteen minute shift. The schedule will be picked on a 12-week basis with the assignments being determined prior to start of the bid cycle. In the event of an employee's unanticipated or extended leave of absence, the Chief may conduct a subsequent bid to cover the open shift until the completion of that current bid cycle.

Section 2.

(a) The normal workweek shall commence Monday at 00:00 hours and terminate on Sunday at 23:59 hours. Day shift hours are defined as commencing between 06:45 and 08:00 ending between 15:00 and 16:00 hrs, evening shift hours are defined as commencing between 14:45 hrs and 16:00 hrs and ending between 23:00 and midnight. The midnight shift is defined as commencing between 22:45 hours and midnight and ending between 07:00 and 08:00 hours.

(b) On a 4-2 work cycle, there will be certain 7-day payroll periods with 5 regularly scheduled work days in which the 8 ¼ hour 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 bi-weekly pay will be 1/26th of the employee's annual salary as set forth in this Article, and that the excess of 1 ¼ hours worked in the 7-day payroll periods with 5 regularly scheduled workdays will be deemed to be taken as "comp time" in the 7-day payroll periods with 4 regularly scheduled workdays. Any work in excess of the regularly scheduled days in a week will be deemed "overtime.

(c) Each hour worked in excess of 8 ¼ 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 workweek 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 annual salary divided by 2007

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

(d) “Comp time” may be requested in lieu of overtime pay and shall be awarded on an hour for hour basis for time worked.

Section 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 the Town requires such work.

Section 4. 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.

Section 5.

Employees performing overtime duties when hours are not continuous with the employees scheduled hours shall be paid no less than 3 hours of pay at time and one-half.

Section 6.

Effective as of the first payroll period following the signing of this Agreement

Hire Rate	\$42,500
After 1 Year	\$43,700
After 2 Years	\$44,800
After 3 Years	\$47,300
After 4 Years	\$48,800
After 5 Years	\$50,000

Effective July 1, 2013

Hire Rate	\$42,925
After 1 Year	\$44,137
After 2 Years	\$45,248
After 3 Years	\$47,773
After 4 Years	\$49,288
After 5 Years	\$50,500

Effective July 1, 2014

Hire Rate	\$44,212
After 1 Year	\$45,578
After 2 Years	\$46,605
After 3 Years	\$49,206
After 4 Years	\$50,766
After 5 Years	\$52,000

Upon the signing of this Agreement, each employee will receive a lump sum payment of \$1,000 in consideration of the period of time between July 1, 2011 and the signing of this Agreement.

Section 7.

Longevity: Employees who have completed 10 years of service with the Town as a Police Department full-time dispatcher shall be paid an annual longevity payment of \$200.00 and employees that have completed 15 years of service with the Town shall be paid an annual longevity payment of \$300 (after the respective time period has passed). 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 8.

Off duty employment: Employees may engage in off duty employment so long as that employment does not impair their on-duty efficiency or conflicts with their responsibilities as an employee of the Redding Police Department. All training required for any and all off duty employment shall be furnished by that employer. The Chief of Police shall be notified, in writing, of any off duty employment.

ARTICLE VIII Vacations

Section 1. Vacation accumulation shall be calculated on the fiscal year of July 1 to June 30. New Employee's and employee's separating from service shall have their vacation time pro rated for the part of the year which is not a full fiscal year. Thereafter employees shall receive their vacation time on July 1 of that year. Vacation time will be calculated by the continuous full-time service with the Town Of Redding. Employees shall be allowed to carry over (5) five days of vacation time into the next fiscal year with the approval of the Chief of Police.

Employee's vacation time shall be:

1 through 3 years of service	5 Days
3 through 10 years of service	10 Days
10 through 15 years of service	15 Days

16 through 25 years or service	20 Days
More than 25 years of service	25 Days

Section 2. Vacation leave shall not be taken until an employee has completed six months of service with the Town.

Section 3. Vacation shall be granted in the order of seniority for requests made prior to three months before the vacation period requested. Vacation period requested within the three month period of the vacation requested shall be by the first come bases. Vacation requests shall not be unreasonably denied. The scheduling of vacations shall be based on the needs and operations of the Police Department.

ARTICLE IX Holidays

Section 1. Full-Time employees shall observe the following (13) holidays on the actual holiday and not on which the holiday might otherwise be “observed.” Religious Holidays such as Good Friday, Easter Sunday, or Christmas, with respect to the employee’s religious beliefs, may with the approval of the Chief of Police, be exchanged to accommodate the employees day of religious observance.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Easter Sunday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Independence Day	Memorial Day
Christmas Day	

Full-time employees regularly scheduled to work on said holiday may either take the holiday off (with pay) (providing that a suitable replacement is available) or may elect to receive eight (8) hours of holiday pay (at their straight time rate) in addition to their regular pay.

Full-time employees who is not regularly scheduled to work on said holiday will be paid eight (8) hours of holiday pay at their straight-time rate. Employees who are absent for any reason other than a Vacation Day or Personal Leave Day on a holiday or on either day immediately adjacent to a holiday will not receive holiday pay.

ARTICLE X Leaves

Section 1. Personal Leave Full time employees shall receive three personal days per fiscal year. Personal days may not be carried forward into the next fiscal year and will not be paid upon termination. Personal day request shall be approved by the Chief of Police

and shall not be unreasonably denied. Personal day requests must be made with at least 1 week notice except in emergency situations.

Section 2. Funeral Leave Full-time employees shall receive three days funeral leave for the death of an immediate family member and one day funeral leave for a non-immediate family member. Immediate family member is defined as a spouse, child, stepchild, foster child, mother father, mother or father in law, brother, sister, grandparents, grandchildren. Non-immediate family member are sister or brother in law, niece or nephew, aunts and uncles.

Section 3. Military Leave Employees who are members of any military reserve/national guard unit required to participate in annual encampment or training duty will receive the difference between military pay and regular salary up to a maximum of ten (10) days annually.

Employees who are required to participate in military reserve duty will furnish the Chief of Police with confirmation of actual hours of military reserve duty worked and the pay received.

Section 4. Jury Duty While serving on jury duty, employees will receive pay equal to the difference between the jury duty pay and their regular salary.

Employees called to jury duty will furnish the Chief of Police with confirmation of actual hours of jury duty worked and the pay received.

Employees who are released from jury duty with 2-1/2 hours remaining in their regular workday are expected to report for work.

Section 5. Sick Leave The Town recognizes that on occasion employees may be physically unable to perform the duties of their positions due to non-job related illness or accident.

Occasional Sick Leave

Occasional days of absence due to non-job related illness or accident will be paid at full salary provided that an unreasonable amount of occasional sick leave is not taken. A physician's letter confirming legitimate sick leave absence may be required for absences of more than three (3) consecutive days or for each occasional sick leave days in excess of (5) five in a fiscal year. Employees who call in sick for work during which pay cycle the same employee works an overtime shift, shall not be paid an over time rate until the employee works a greater number of hours than originally scheduled.

Employees are required to call in to request sick leave prior to the beginning of the shift prior to the employee's shift.

All sick days must be approved by the employee's supervisor and so noted on the payroll time sheets.

Extended Sick Leave

Extended sick leave is defined as absence due to non-job related illness or accident of more than fourteen (14) consecutive calendar days.

Fourteen consecutive calendar days of extended sick leave will be paid at full salary with medical verification from the employee's physician. After the first fourteen days of extended sick leave, an employee is eligible for Short-Term Disability benefits.

Section 6. Short Term Disability Benefit After an approved fourteen (14) calendar day period of extended sick leave, employees will be eligible for short-term disability benefits upon submitting a written certification from their doctor. The employee will receive pay in the amount of their normal weekly salary for up to the first thirteen (13) weeks. For up to an additional thirteen (13) weeks, an eligible employee will receive 67 percent of their normal weekly salary up to the maximum weekly dollar benefit as determined by the plan.

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 7. Long Term Disability Benefit 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 \$5000.00.

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 group pension plan.

To be eligible for Long Term Disability benefits, an employee must have completed six (6) months of continuous employment with the Town and must present medical documentation substantiating the total disability, which meets the eligibility requirements of the Long Term Disability Insurance policy. The maximum period of time for which an employee will be eligible to receive Long Term Disability benefits will depend upon the employee's age at which the disability began.

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 Comptroller's Office.

Section 8. Job Related Sick Benefit Employees who are injured on-the-job or develop a work related illness will be provided compensation for lost wages and medical expenses under the Workers' Compensation law.

If an employee qualifies for worker's compensation benefits the Town will pay the difference between the workers' compensation payment and the employee's normal weekly salary for up to twenty-six (26) weeks. After the twenty-six (26) weeks time period, the Town's differential payment will cease and the employee, if still disabled, will continue to be eligible for workers' compensation benefits.

The Town recognizes that there may be a delay before the employee begins to receive worker's compensation payment and that such a delay could cause an interruption to the

employee's income stream. In order to alleviate this situation, the Town will advance the employee his/her normal weekly straight time earnings up to the date when worker's compensation payments begin. At that time the employee will reimburse the Town the total amount of workers' compensation benefits received from the date of injury. The Town will continue issuing to the employee differential payments until a total of twenty-six weeks of differential pay has been reached.

In the event that the worker's compensation claim is denied and the employee remains totally disabled, the employee's absence will be treated under the Sick Leave policy retroactive to the employee's first day of absence.

Section 9. Maternity Leave Maternity Leave is administered under the Town's Sick Leave Policy, and Family Medical Leave Act.

Employees requesting maternity leave must provide to the Town a statement from a physician stating the date on which the birth of the baby is anticipated and the date on which the employee will no longer be physically able to perform the duties of her position.

An absence due to pregnancy disability of fourteen (14) consecutive calendar days will be paid at one hundred percent (100%) of normal wages. Beginning with the fifteenth day of absence an employee is eligible for Short-Term Disability benefits.

An employee on Maternity Leave is required to provide to the Town a written certification from her physician of her physical capability to return to her normal duties and the approved date of her return.

Section 10. Leave of Absence Without Pay The Town recognizes that circumstances may develop which require an employee to take an unpaid leave of absence, other than as permitted by the Family Medical Leave Act. A request for unpaid leave of absence of up to thirty (30) calendar days must be made in writing to the Chief of Police and must be approved by the department head. Such request may be granted or denied at the sole discretion of the Chief of Police.

A thirty (30) day unpaid leave of absence may be renewed for good cause provided that the request for renewal is made in writing to the Chief of Police prior to seven (7) calendar days before the end of the existing leave.

During a thirty (30) days unpaid leave of absence all employee benefits will be continued at no cost to the employee. If the leave is extended beyond the thirty (30) day period employees may continue participation in the Town's medical, dental and pension plans by reimbursing the cost to the Town by monthly payments in advance.

Failure to return to work within five (5) days of the expiration of unpaid leave of absence, without acceptable explanation, may result in termination.

ARTICLE XI INSURANCE

Section 1. Life and Accidental Death and Dismemberment Insurance At the Town's expense all full-time employees will receive Life and Accidental Death and Dismemberment Insurance in the amount equal to the employee's base annual salary. In the event of death which occurs within ninety (90) days of an accident, the employee's designated beneficiary will receive an additional lump sum payment equal to the employee's annual base salary at the time of death.

Accidental Dismemberment Insurance will be paid in the event of dismemberment occurring within 365 days as a direct result of an accident. A specified percentage of annual salary depending upon the dismemberment will be paid to the employee.

For additional information regarding Accidental Death and Dismemberment Insurance please contact the Controller's office.

Section 2. Health Insurance Employees who are covered under this Agreement and completed thirty days of employment with the Town shall be eligible to participate in the Town of Redding's Group Health and Dental Insurance Plan with the following contributions.

(a) Each employee who has completed 30 days employment shall be eligible for Town insurance benefits as provided in the Town's Group Health and Dental Insurance Plan stating such benefits for the duration of this Agreement:

Anthem Luminos HSA Plan with Town-funded HSA Account and Full Dental Plan Riders, A, B, C, D.

Employees whose enrollment date is other than July 1 will receive a pro-rated share of the Town's HSA contribution

(b) The Town has the right to change insurance carriers and policies provided that benefits are substantially equivalent to or better than existing benefits. The terms and conditions of the insurance contract control benefits to be awarded to employees.

(c) Each employee shall contribute a portion of his or her total group medical and dental insurance premium and contributions to be made by payroll deduction, in the amount of 15%.

ARTICLE XII TUITION ASSISTANCE

Section 1. The Town may provide a maximum of two hundred dollars (\$200.00) per fiscal year to full-time employees in reimbursement for the expense of tuition and required textbooks incurred by employees enrolled in job-related education courses.

Tuition assistance is subject to the following limitations:

- Courses must be sponsored by an accredited educational institution
- Courses must be completed with a passing grade before tuition assistance is paid
- Employees must obtain advance supervisory approval before enrolling in the course. Certification by the employee's supervisor that the course is job-related is required.
- Supervisory approval and certification of the course as job-related must be forwarded to the Controller's office and, upon receipt, the Controller's office will send to the supervisor notification that the employee's enrollment in the course is approved.
- Upon completion of the course, employees must forward a transcript of grades and invoices for the cost of tuition and textbooks to the Controller's office.

ARTICLE XIII PENSION PLAN

Section 1. All employees, hired prior to th signing of this Agreement, who are covered under this Agreement, and who work at least 20 hours per week, are eligible to participate in the Connecticut Municipal Employees Retirement System, a defined benefit plan. Participation will be effective on the Employee’s date of hire. Contributions to the plan are made via a pre-tax payroll deduction.

These employees are also eligible to participate in the 457 Plan currently administered by First Investors Corporation. This is a voluntary retirement savings plan funded by pre-tax payroll deductions.

All permanent employees hired after the signing of this Agreement, who work at least 30 hours per week, are eligible to participate in the amended 457 Plan, a defined contribution plan, with the Town contributing an amount equal to a percentage of the employee’s total annual wages shown on the schedule below. Participation will be effective on the Employee’s date of hire.

These employees may also contribute voluntarily to the 457 Plan through pre-tax payroll deductions up to the maximum allowed by federal law.

For all details applicable to this Plan, employees should contact the Controller’s Office.

Schedule of Town Contributions

<u>Year of Service</u>	<u>Percentage</u>
1-3	3%
4-6	4%
7 plus	5%

The Year of Service calculation is based on starting date. For example, for an employee starting on February 1, 2011, the contribution would increase on February 2, 2014 and again on February 2, 2017.

Article XIV Miscellaneous

Clerical work:

The Union recognizes that the Town may require Police Dispatchers to conduct clerical/ records work as required.

Article XV Substance Abuse Prevention

General – The Town and the Union agree that the mission of law enforcement necessitates that law enforcement employees refrain from the possession and or use of illegal substances at all times and that 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/her 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 the 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 of 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 the 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.

Article XVI DURATION

Section 1. The effective date of this Agreement shall begin on July 1, 2011, and it shall remain in effect until June 30, 2015. This Agreement shall, after that date, remain in effect during negotiations until agreement is reached and signed to amend or modify this Agreement. At least one- hundred-twenty (120) days before the expiration date of this Agreement, the parties agree to meet and discuss a successor Agreement.

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

Town of Redding

UPSEU

By: _____
Natalie Ketcham
First Selectman

By: _____
Douglas S. Fuchs
Chief of Police

By: _____