


STRATFORD POLICE DEPARTMENT 	Type of Directive: Policy and Procedure	Updated: 05-31-2024
	Title: CBA / Benefits / Promotions	No. 1.14
	Issuing Authority: Chief Joseph McNeil	Issued: 02-21-2024
	Reference: AS - 2.4.3, 2.4.9, 2.6.1, 2.6.5, 2.6.7, 2.6.11, 2.6.17, 3.6.1, 3.6.6, 3.6.7, 3.6.8, 3.6.12 History: 02-21-24	

PURPOSE:

The purpose of this policy is to establish a procedure pertaining to the collective bargaining process at the Stratford Police Department.

POLICY:

It will be the policy of the Stratford Police Department to recognize the authorized representative organizations of this agencies employees and to confer with such organizations in matters related to labor agreements. All compensation, benefits, and working conditions for the bargaining unit members of this Department will be clearly stated in an agreement between the Town and the union representing the bargaining unit.

DEFINITIONS:

COLLECTIVE BARGAINING: A process by which an employee organization negotiates with an employer in good faith with a view towards reaching an agreement on wages, hours, and conditions of work. The process does not require either party to agree to any particular proposal nor does it require the making of a concession.

COMPENSATION PROGRAM: A description of the complete salary plan of the agency, including the basic salary levels for all classes of positions and all forms of compensation provided by the agency.

CONTRACT: Is synonymous with the Agreement between the Town of Stratford and Stratford Police Local #407, Council #4, AFSCME, AFL-CIO, and Local Union #136 - Stratford Federation of Municipal Employees, for non-sworn employees.

SALARY AUGMENTATION: Pay that is added to the base salary of the employee. Such augmentation may be considered as premium pay, merit pay, differential pay or temporary increase because of a temporary assignment to a position with a higher base salary.

SALARY SEPARATION: A difference between salary of one rank and the next highest rank, or between that provided for one classification of work and any other.

DISCUSSION:

This policy deals with the collective bargaining process between the Town of Stratford and the authorized representatives of the Stratford Police Department personnel. Employees of this Department have the right to bargain collectively with the Town on issues relating to wages, hours, and other terms and conditions of employment. Agreements that are derived from the bargaining process are binding upon both the Department administration and employees and create an obligation to adhere to its provisions. The purpose of this directive is to establish procedures designed to recognize the obligation of the employer and the employee to bargain collectively without adversely impacting upon the operation of this Department.

The Chief of Police should retain certain management prerogatives in regard to compensation and benefits of subordinate employees. The Chief of Police should also have a role in the development and review of applicable policies and programs relative to compensation, benefits, and conditions of work.

Responsibility

It will be the responsibility of the Town of Stratford, as the employer and the authorized representative of its employees, including Stratford Police Department employees, to bargain collectively in good faith with respect to wages, hours, and other conditions of employment.

It will be the responsibility of the Chief of Police to provide sufficient training and information concerning the provisions of collective bargaining agreements to command level personnel subsequent to the execution and enactment of collective bargaining agreements involving Department employees.

It will be the responsibility of the Chief of Police and the authorized employee representative organizations (unions) to provide copies of collective bargaining agreements to command level personnel and represented employees respectively.

If the agency contracts with an outside agency to provide a police service, any contractual rights of the employees participating in the program will not be abridged by virtue of the services contract (3.6.1).

PROCEDURES:

COLLECTIVE BARGAINING: The Stratford Police Department assists the Town of Stratford's collective bargaining team in its negotiations with Department employee representatives in an advisory capacity only. The Chief of Police, or an employee designated by the Chief of Police, will serve on the Town's bargaining team and their function is only to inform the Town's representatives of current Department policies and procedures. The Chief of Police, or the employee designated by the Chief of Police, will also advise the Town's representative of the ramifications on the Department of the changes resulting from the collective bargaining process. The collective bargaining process includes (2.4.9):

COLLECTIVE BARGAINING TEAM/TOWN OF STRATFORD: The collective bargaining team for the Town of Stratford will normally consist of the Mayor, the Human Resources Director, Labor Attorney Consultant, Chief of Police and other persons deemed necessary and appropriate by the Town. The Mayor and/or his/her designee will normally act as principal negotiator. The Chief of Police and other such persons act in an advisory capacity to the Town's principal negotiator (2.4.9).

COLLECTIVE BARGAINING TEAMS/STRATFORD POLICE DEPARTMENT: The Town of Stratford recognizes, and will bargain collectively with the following employee representative organizations (2.4.9):

- Stratford Police Local #407 - Council #4, AFSCME, AFL-CIO: This organization is the sole and exclusive bargaining agent for all full-time permanent animal control officers, police officers, police detectives, police sergeants, police lieutenants, and police captains of the Stratford Police Department;
- Local Union #136 - Stratford Federation of Municipal Employees: This organization is the sole and exclusive bargaining agent for all full time non-sworn civilian employees of the Stratford Police Department.

"GOOD FAITH" PRINCIPLE": The Town of Stratford and the recognized representatives of employees of the Town, including employees of this Department, have a duty to bargain collectively, which, in accordance with Section 7-470(c) of the Connecticut General Statutes is to meet at reasonable times, including meetings appropriately related to the budget making process, and confer in good faith with respect to wages, hours and other conditions of employment. The good faith obligation shall not compel either party to agree to a proposal or require the making of a concession.

COLLECTIVE BARGAINING GROUND RULES: Prior to the commencement of negotiations pertaining to wages, hours and terms and conditions of employment, both parties to negotiations shall establish ground rules for the process, to include, but not be limited to:

- Size and composition of bargaining teams;
- Compensation of agency personnel serving as official members of the bargaining teams during the bargaining process;
- Time schedules and agendas for meetings
- Procedures pertaining to the release of information to third parties during the bargaining process;
- Methods for recording the sessions, if any;
- Methods for introducing issues; and
- Methods for resolving conflicts

COMMITMENT TO ABIDE BY AGREEMENT: Both parties to the negotiations will abide, in both letter and spirit, by the negotiated labor agreement signed by management, labor representatives and ratified by the bargaining unit.

CONTRACT MANAGEMENT: When a negotiated labor agreement is ratified by all parties, the Chief of Police, or the command level officer designated by the Chief of Police, will:

- Obtain a written, signed copy of the labor agreement **(2.4.3a)**;
- Review and amend, if necessary, all written directives and procedures to coincide with the terms of the labor agreement; **(2.4.3b)** and
- Disseminate information relative to a new labor agreement to division commanders and supervisors, including modifications to existing agreements **(2.4.3c)**.

BENEFITS:

RETIREMENT PROGRAM: Officers of this Department shall participate in a retirement plan as described in their respective contract **(2.6.1)**.

HEALTH INSURANCE PROGRAM: Employees of this Department and their enrolled dependents shall be provided medical insurance as described in their respective contract **(2.6.1, 3.6.6)**.

PERSONAL TIME OFF (PTO) AND LEAVE PROGRAM: Employees of this Department shall be provided PTO and leave time off as described in their respective contract:

- Family, medical, and maternity leave **(2.6.17a)**;
- Sick leave **(2.6.17b)**;
- Holiday and vacation leave **(2.6.17c)**;
- Military leave **(2.6.17d)**;
- Unpaid leave; **(2.6.17e)** and
- Other administrative leave **(2.6.17f)**.

DISABILITY AND DEATH BENEFITS PROGRAM: Employees of this Department shall be provided disability and death benefits as described in their respective contract **(2.6.1)**.

EDUCATIONAL BENEFITS: Employees will be reimbursed for the tuition cost of courses taken in systematized educational programs when these courses are completed in a manner as described in the respective contract **(2.6.1)**.

PERSONNEL SUPPORT SERVICES:

- Any employee of this Department who wishes to file for benefits provided by the Department will direct any request through the Chief of Police. When the employee's request requires the filling out of forms and submission of documentation, the employee may be referred by the Chief to the Director of Human Resources, who is responsible for administering all benefits.
- In the event of an employee's death or a disability or injury that renders the employee unable to take care of his or her affairs, the Chief of Police will appoint a department employee as a liaison to assist the employee's family in obtaining any benefits to which the employee or the family are entitled to.
- Disputes regarding employee contractual benefits that are not settled through the Director of Human Resources of the Town of Stratford, the benefit carrier, and the employee Union representative, will be settled by following the grievance procedures described in the respective contract.

LIABILITY PROTECTION PLAN: Section 7-101a of the Connecticut General Statutes describes the protection of municipal officers and full-time municipal employees from damage suits. This protection includes reimbursement for defense expenses and the provision of liability insurance **(2.6.1)**.

CONDITIONS OF WORK:

PHYSICAL EXAMINATIONS: Physical examinations required by the Department will be provided at no cost to the employee **(3.6.7)**:

- All pre-employment medical examinations will be conducted by Town appointed physicians and at the Town's expense **(3.6.7)**;

- The Police Department encourages its officers to obtain physical examinations on a regular basis. Periodic physical examinations are a benefit to both the employee and the Department **(3.6.8)**;
- The Department reserves the right to require employees to submit to a physical examination by a Town appointed physician at the Town's expense **(3.6.7)**.

HIV, AIDS, TUBERCULOSIS, AND HEPATITIS:

- All employees shall adhere to Connecticut General Statutes 19a-582, 19a-583, and 19a-585 which concerns the confidentiality of AIDS and HIV related information and the disclosure of such information after a line-of-duty exposure.

All personnel who are exposed to blood or other potentially infectious body fluids or airborne pathogens are offered the HEPATITIS B vaccination series at no cost to the employee. Arrangements will be made with the Town's physician to administer the vaccine which is given in a series of three shots (the second and third are given 1 month and 6 months after the first).

GENERAL HEALTH AND FITNESS:

- All sworn officers are required to maintain a level of fitness which will permit them to effectively carry out their duties.
- On an annual basis, the Town offers to all employee's flu immunization.
- All commanders and supervisors of this Department will monitor their subordinates' work, attendance record, and any other sign that may indicate a health problem. If a problem appears to exist, the employee may be required to submit to an examination by a physician of the Town's choice, at the Town's expense.

SALARY PROGRAM: The salary program for this Department takes into account the employment standards of this Department, the skill needs of this Department, and the salary levels offered by other area employers. The salary program provides recognition of superior performance and provides sufficient differential between ranks to provide incentive for promotion and to recognize more complex levels of responsibility. The salary program includes:

- Entry level salary **(2.6.5a)**;
- Salary differential within ranks **(2.6.5b)**;
- Salary differential between ranks **(2.6.5c, d)**;
- Compensatory time policy **(2.6.5e)** (refer to the CBA, Article 5, Section 6);
- Overtime policy **(2.6.5f)** (refer to the CBA, Article 5, Sections 1-11; and
- Provisions of salary augmentation: The conditions under which different kinds of salary augmentation would be provided to members of this Department are as follows **(2.6.5g)**:
 - Overtime;
 - Minimum pay;
 - Permanent reassignment;
 - Temporary reassignment;
 - Acting Commander or Supervisor;
 - Educational incentive payments.

PROMOTIONS:

It will be the responsibility of the Chief of Police to conduct an open and competitive promotional process to fill vacancies that arise within the supervisory or command levels of this Department.

The promotional examination process is intended to fill vacancies arising within the detective bureau, supervisory and command levels at this Police Department. The filling of vacancies at this Department is guided by procedures established by the Collective Bargaining Agreement, the Chief of Police and the Director of Human Resources. It is intended that the implementation of this directive will establish an understanding of the authority, guidelines, rights and responsibilities of all parties (Town of Stratford, Chief of Police and candidates) involved in any promotional process administered to fill a department vacancy **(2.6.11)**.

PROMOTIONAL PROCESS: A formalized procedure designed to establish a list of eligible employees for promotion as the result of a test(s) to identify their job knowledge, experience, abilities and personal qualities. Such tests may be comprised of a written examination, oral interview, evaluations of supervisors or a combination of these components.

It will be the policy of The Stratford Police Department to maintain authorized staffing at all times, filling vacancies within fourteen (14) days of such vacancy, unless such vacancy occurs within fourteen (14) days of the expiration of the promotional list, then the appointment shall be made prior to the expiration of the promotional list. The Stratford Police Department will use an open, competitive process to fill vacancies that arise within this Department and that the process shall be job related and non-discriminatory **(3.6.12)**.

JOB RELATED PROCEDURES: All elements used to evaluate candidates for promotion shall be job related and nondiscriminatory. The intent of this procedure is to ensure that candidates are evaluated by a promotion process that measures the traits or characteristics that are a significant part of the job.

PROMOTION ANNOUNCEMENTS: When a vacancy occurs in the supervisory or command ranks of this Department, the vacancy will be filled by competitive examination. The Chief of Police shall direct that a written announcement of the promotional process be provided a minimum of two (2) weeks prior to the closing date. The written announcement must be posted within the Department facility. The announcement of a promotional process shall include the following information:

- A concise description of the position will be provided, including salary and the duties, responsibilities, skills, knowledge, and abilities required;
- A schedule of the dates, times and the locations of the different phases of the promotional process. When phases cannot be fixed at the time of the announcement, a reasonable period of time shall be allowed for candidates to prepare for each successive phase;
- A description of the eligibility requirements;
- A description of the process to be used in selecting personnel for the vacancy including:
 - Format;
 - Length;
 - Duration of written examination;
 - Summary of the role of the oral interview;

- Cut-off scores on written and oral evaluations;
- Numerical weight assigned to each element of the process.;

PROMOTIONAL PROCEDURES: The promotional process shall be in accordance with all applicable labor accords, if any. The procedures used for the promotional process shall include the following:

- Promotional test announcement and eligibility requirements;
- Administering written and oral exams;
- Using assessment centers for Captain promotional exams;
- Providing procedures for review and appeal of results for each promotional element by candidates.

PROMOTION ELIGIBILITY LISTS: A list of candidates eligible for appointment shall be derived from the successful completion of the promotional process as outlined in the announcement. Promotional lists shall exist, at all times, for all ranks. Should a promotional list become exhausted, prior to the expiration date, a new promotional list shall be established, by the Town, within ninety (90) days of the date the previous promotional list was exhausted. Promotional Eligibility lists shall include:

- Numerical weight assigned to each eligibility requirement;
- Time-in-grade and/or time-in-rank eligibility requirements;
- Duration of the lists;
- System of ranking eligible employees on list.

All promotions shall be made from the rank of the Stratford Police Department with the exception of Chief and Deputy Chief. All officers, upon promotion to a higher rank, shall be trained in that rank, and/or position, for a minimum of thirty (30) days and shall serve a probationary period of six (6) months **(2.6.7)**. The Chief of Police may waive the thirty (30) day training period for any promotion.