

**WORKING AGREEMENT**

**between**

**TOWN OF PROSPECT**

**and**

**NUTMEG INDEPENDENT PUBLIC SAFETY EMPLOYEES UNION (NIPSEU),  
PROSPECT POLICE UNION**

**July 1, 2022 – June 30, 2025**

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## **WORKING AGREEMENT**

This Working Agreement (the "Agreement") is between the Town of Prospect (the "Town") and the Nutmeg Independent Public Safety Employees Union, Prospect Police Union (the "Union"). This Agreement is entered into as of July 1, 2022.

The Town and the Union are collectively referred to as the "Parties." The Parties recognize their respective obligations to serve the public.

Except with regard to Article I, all references in this Agreement to the "Mayor" shall be interpreted to include the Mayor or his or her designee, and all references in this Agreement to the "Administrative Lieutenant" shall be interpreted to include the Administrative Lieutenant or his or her designee.

### **ARTICLE I – RECOGNITION**

The Town recognizes the Union as the exclusive bargaining agent for all uniformed and investigatory employees of the Prospect Police Department, excluding the Administrative Lieutenant and any positions excluded by law. Such bargaining unit members are referred to as the "officers."

### **ARTICLE II – PROBATIONARY OFFICERS**

- Section 1:** Newly hired officers shall be considered probationary officers for a period of six months from the date of employment.
- Section 2:** The Town may discipline or discharge a probationary officer at any time before the successful completion of the probationary period and such discipline or discharge shall not be subject to the just cause, grievance and arbitration provisions of this Agreement.
- Section 3:** Upon successful completion of the probationary period, an officer shall have his or her seniority calculated from his or her date of hire.

### **ARTICLE III – UNION SECURITY**

- Section 1:** Any officer who is a member of the Union at the time this Agreement becomes effective, and who has previously provided a dues payroll deduction authorization notice to the Town for the deduction of union dues, shall continue membership in the Union unless the officer opts out of the Union by notifying the Town and the Union in writing of such intention. Any new officer may become a member of the Union upon signing a dues payroll deduction authorization form which shall then be provided to the Town in a timely manner. Any new employee may opt out of the Union by notifying the Town and the Union in writing of such intention. The Union agrees to forward to the Town in a timely manner any notice it receives from an officer to opt out of the Union.

- Section 2:** The Town is authorized to deduct during each pay period, union dues of each member of the Union. Such deductions shall be made after each such member has signed a request for furnished by the Union authorizing the Town to deduct union dues from the member and shall continue until such time as the member withdraws such authorization. Any authorization on file shall continue in full force and effect until revoked by the member in writing. The amount of dues to be deducted shall be determined by the Union and be provided to the Town by written notice to the Mayor with the Union being totally responsible for the amount requested. Any change in the amount of dues deducted will not be effective until 30 days after receipt of such written notice.
- Section 3:** Deductions under this Article shall be made during the last payroll period of the month and remitted to the Union treasurer along with a list of names of officers from whose wages such deductions have been made. Officers on leave and not receiving pay shall directly pay the Union treasurer.
- Section 4:** The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article, or in reliance on any list, notice or assignment furnished under any such provisions.

#### **ARTICLE IV – MANAGEMENT RIGHTS**

The Union recognizes the sole and exclusive prerogative of the Town to operate and manage its affairs in all respects in accordance with its public trust and interest, and further recognizes that the powers and authority which the Town has customarily possessed in the past, and has not had officially and specifically abridged, delegated or modified by this Agreement, are retained by the Town. Sole and exclusive rights of the Town shall include, but not be limited to the rights to: manage and direct the workforce; hire, supervise, discipline and discharge employees; maintain discipline and efficiency; assign or reassign employees; layoff or relieve employees from duty because of lack of work or for just cause; determine the services and programs to be offered; determine the methods and processes of operation; promulgate, revise and enforce reasonable rules and regulations; plan the services and programs and work; determine the number of employees; develop new or change or abolish job classifications; determine places of performing operations, including deciding whether to continue operation and/or ownership of any of them; exercise discretion and control over the Town's operations; and delegate any of its management rights to a Resident State Trooper through agreement between the Town and the State of Connecticut Department of Emergency Services and Public Protection, Division of State Police.

#### **ARTICLE V – PART-TIME EMPLOYMENT STATUS**

The Parties acknowledge that employment is intended to be part-time and the officers are not entitled to any benefits except as set forth herein or as otherwise required by law.

## **ARTICLE VI – NONDISCRIMINATION**

The Parties are committed to equal employment opportunity in employment and nondiscrimination in the performance of officers' duties and services to the general public. In this regard, the Parties acknowledge their respective responsibilities not to unlawfully discriminate against or harass members of the bargaining unit or the general public on any basis protected by applicable law, including, without limitation, on the basis of union or nonunion membership. Notwithstanding the foregoing, this Article VI shall not be subject to the arbitration provisions of this Agreement.

## **ARTICLE VII – NO STRIKES, NO LOCKOUTS**

The officers shall not strike or otherwise engage in any work slow-down or stoppage which would hinder the Town's ability to provide protection to its citizens in any way. The Town agrees that there will be no lockout of the officers.

## **ARTICLE VIII – HOURS OF WORK**

**Section 1:** The regular work week is a seven-day period commencing on Thursday at 00:00 and ending on Wednesday at 23:59 p.m.

Currently, the following regular duty shifts are available each workweek:

- (a) Day Shift Early: Thursday through Wednesday 0700 – 1500 hours
- (b) Day Shift Late: Thursday through Wednesday 0800 – 1600 hours
- (c) Evening Shift Early: Thursday through Wednesday 1500 – 2300 hours
- (d) Evening Shift Late: Thursday through Wednesday 1600 – 2400 hours
- (e) Midnight Shift One: Thursday through Wednesday 2300 – 0700 hours
- (f) Midnight Shift Two: Thursday through Wednesday 2300 – 0700 hours
- (g) Additional Tactical Shifts as ordered at the discretion of the Administrative Lieutenant

**Section 2:** The Town reserves the right to modify the scheduling of regular duty shifts, including, for example, increasing or decreasing the number of shifts, based on the legitimate business needs of the Town.

**Section 3:** On or before the fifth day of each calendar month (the "Pick Date"), all officers must advise the Administrative Lieutenant in writing of at least 17 regular duty shifts that the officer will be available to work in the subsequent calendar month, which shifts must be reasonably spread throughout the month. At least four of such available shifts must be weekend shifts, including at least two weekend day and two weekend evening shifts. The list of available shifts shall not include "Extra Duty" (as defined in Article IX), holidays (as identified in Article XV), tactical shifts or other special assignments. Following the Pick Date, the Administrative Lieutenant will



make shift assignments based on the needs of the Town and officer availability.

- Section 4:** Unfilled shifts will be posted and available to officers for at least seven days on a first-come, first-served basis (when selecting an unfilled shift, officers should mark their name and the date and time they selected the shift); provided, however, if more than one officer select the same unfilled shift during such seven day period, the shift will be awarded to the next officer up on a rotational list sorted and maintained by the Union (which the Union will share with the Administrative Lieutenant periodically and upon request). If an officer selects and works an unfilled shift pursuant to this Section 4 of this Article, the officer will be exempt from being assigned a shift pursuant to Section 5 of this Article for that month. If after seven days the shift remains unfilled, the Administrative Lieutenant may, at his or discretion, offer the shift to the Resident Trooper, work the shift him or herself or not fill the shift.
- Section 5:** The Parties recognize and acknowledge that coverage for regular duty patrol is of primary importance.
- (a) Therefore, if after the advanced scheduling process is completed, a day or evening only has no coverage at all (i.e., both day shifts or both evening shifts for the day are unfilled), the Administrative Lieutenant may assign six hours of one of the shifts (the middle six hours of the shift) to officers in accordance with a rotation list based on reverse-seniority (the "Regular Duty Assignment List"). No officer will be called in more than once in a six-month period under this Section 5(a) (or Section 10(c)) unless the Town has completed an entire cycle through the Regular Duty Assignment List before the expiration of such six-month period. This assignment process will not be used if a day or evening period has at least one officer scheduled.
  - (b) The Regular Duty Assignment List will be set upon execution of this Agreement and reset on a quarterly basis. When hired, new officers will be placed at the top of the list; such new hires will be placed in the appropriate place in the list when the list is next reset.
  - (c) An officer who is aware at the time of assignment from the Regular Duty Rotation List that he or she will be unable to work a shift assigned pursuant to this Section 5 and is unable to find another officer to volunteer for the shift, must immediately notify the Administrative Lieutenant of his or her inability to work the shift and the reason. Upon request by the Administrative Lieutenant, the officer must provide reasonable documentation of the reason he or she cannot work the shift. If the Administrative Lieutenant (or his or designee), in his or her reasonable discretion, determines that officer has a valid excuse for being unable to

work the assigned shift (e.g., previously planned and paid travel, scheduled medical appointment or conflict with primary full-time employment), the officer will be excused from the shift. In such a case, the next officer on the Regular Duty Assignment List will be assigned the shift while the excused officer will remain at the top of the Regular Duty Assignment List for the next shift to be assigned pursuant to this Section 5.

- (d) Officers mandated to cover a shift on a holiday will be paid two times the regular hourly rate.

**Section 6:** The Administrative Lieutenant may use his or her discretion in offering tactical shifts and special assignments (other than D.A.R.E. program instruction shifts) to officers. If D.A.R.E. program instruction becomes available, officers who are interested in it will be given an opportunity to request it; provided, however, if more than one officer expresses interest, the Administrative Lieutenant may offer the position at his or her discretion.

**Section 7:** Officers who are interested in working a holiday in a given month must so indicate when submitting their availability list for such month. The Administrative Lieutenant will endeavor to assign holiday shifts to interested officers on an equitable basis, taking into account factors such as officers' total holiday hours worked for the year and seniority.

**Section 8:** Officers will be offered the opportunity to work a minimum of eight shifts per month, unless otherwise agreed by the Town and the officer. Extra Duty, holidays, tactical shifts and other special assignments shall count toward such eight-shift minimum.

**Section 9:** Officers will be permitted to swap shifts; provided, however, that officers must actually work at least 75% of their assigned regular duty shifts each month. The Administrative Lieutenant must be notified of all shift swaps by means of submission of a "to/from" form or a telephone notification to the Administrative Lieutenant (with completion of a "to/from" form to immediately follow) at least four hours prior to the commencement of the shift being swapped. Once the "to/from" form is submitted, the officer accepting the swapped shift will be responsible for the shift.

**Section 10:** If an officer is unable to work or swap an assigned shift, he or she must immediately notify the Administrative Lieutenant as soon as possible. The cancelled/open shift will then be offered or assigned as follows:

- (a) If the Administrative Lieutenant is provided at least six hours advanced notice of the cancelled/open shift, it will be offered to officers through a group text message or e-mail. Officers may select the open shift by responding to the group text or e-mail within one hour of the group text or

e-mail. The open shift will be assigned on a first-come, first-served basis; provided, however, if more than one officer request the shift, the shift will be awarded to the next officer up on a rotational list sorted and maintained by the Union (which the Union will share with the Administrative Lieutenant periodically and upon request). Any officer who accepts and works a shift under this Section 10(a) that would prevent a call-in under Section 10(c) will be exempt from being assigned a shift under Section 10(c) for that month and will be paid overtime (time and one half) for such shift.

- (b) If less than six hours' notice is provided to the Administrative Lieutenant or the shift is not filled pursuant to Section 10(a) above, the Administrative Lieutenant may, at his or her discretion:
  - (i) work the shift him or herself, offer the shift to the Resident Trooper or leave the shift open; or
  - (ii) assign the shift to any officer who is scheduled to work Extra Duty during any portion of the unfilled regular duty shift at time and one half the normal hourly rate (in which case, the now-open Extra Duty shift(s) will be offered to other officers in accordance with Article IX, Section 3), or
  - (iii) offer the shift to the officers working the shifts immediately before and immediately after the open shift. Such officers may agree between themselves to cover different portions of the open shift, provided at least six hours of the shift is covered. Any officer providing coverage under this paragraph will be paid overtime (time and one-half) for the portion of the open shift he or she is covering.
- (c) If a cancelled shift is not covered pursuant to Sections 10(a) or 10(b) above, and only if that would result in no officer coverage at all for the two shifts for that time period, the Administrative Lieutenant may, at his or her discretion, assign six hours of one of the shifts (the middle six hours of the shift) to the next officer up on the Regular Duty Assignment List, subject to the limitations described in Section 5(d) above. Any officer called in pursuant to this Section 10(c) will be paid overtime (time and one-half) for the shift. For the avoidance of doubt, any overtime worked pursuant to Section 10 is in lieu of, not in addition to, overtime under Article XII.
- (d) No officer will be called in more than once in a six-month period under this Section 10(c) (or Section 5(a)) unless the Town has completed an entire cycle through the Regular Duty Assignment List before the expiration of such six-month period.



**Section 11:** Any officer who is unable to work or swap an assigned shift will be ineligible to work Extra Duty on the next business day following the cancelled shift. If an officer is scheduled to work Extra Duty during such blackout period, the Extra Duty will be offered to other officers in accordance with Article IX, Section 3.

**Section 12:** Officers who are late for an assigned shift, fail to work (and swap) an assigned shift or fail to work at least 75% of their assigned shifts for a given month as set forth in Section 9 above will be subject to discipline in accordance with Article XVII, unless such tardiness or absence is "excused." A tardiness or absence will be considered "excused" if it is covered by Article XIII (Sick and Family Leave), workers' compensation, the Family and Medical Leave Act, or was approved in advance by the Administrative Lieutenant.

**Section 13:** Except as otherwise provided in Section 14 below, the Town will endeavor to provide probationary officers the opportunity to work at least six day shifts, six evening-shifts and six midnight-shifts during the officer's probationary period. Except in emergency circumstances, no more than one probationary officer (who has not completed the field training officer (FTO) program), will be assigned to any shift.

**Section 14:**

- (a) The Town shall have the sole and absolute discretion, without bargaining with the Union, to assign newly hired officers to work a regular schedule of patrol shifts. Such regular schedule of patrol shifts shall count toward the minimum number of shifts required to be offered to officers under Section 8 above. The Town shall have the sole and absolute discretion, without bargaining with the Union, to modify or temporarily or permanently cease such regular schedule for an impacted officer. The Town will provide the Union copies of any such schedule assignments or changes thereto.
- (b) The regular schedule of shifts assigned to officers under Section 14(a) shall count toward the minimum availability of 17 shifts per month under Section 3 above. In addition, such officers may "bid" for additional shifts each month, with the understanding that their regular schedule shifts will be prioritized. All other scheduling provisions of this Article VIII shall apply to such officers.
- (c) An officer assigned a regular schedule under this Section 14 may choose (by advising the Administrative Lieutenant in writing) to move out of his or her regular schedule into the regular pool of officers for shift picking purposes either (i) when a new officer is hired or (ii) if there is an officer with less seniority (as of both officers' last date of hire) who does not have a regular schedule. In such cases, the Town may assign the senior officer's

regular schedule to the new hire or the officer with less seniority, as the case may be.

## **ARTICLE IX – EXTRA DUTY**

**Section 1:** The term "Extra Duty" means: (1) any Town highway construction project; or (2) any other duty within the geographical limits of the Town of Prospect which is not regularly scheduled and which is requested and paid by a third party. Extra Duty includes work performed pursuant to a mutual aid agreement with an outside town or agency. Extra Duty does not include tactical shifts or special assignments such as Town-sponsored events, civic or charitable events and D.A.R.E. program instruction, unless otherwise designated as Extra Duty by the Town.

**Section 2:** Extra Duty assignments will be offered to officers in the order in which their names appear on a rotation list (the "Extra Duty List"), which is initially set by seniority and will rotate chronologically in descending order according to the date and time of last extra duty job accepted. Newly hired officers will begin at the bottom of the Extra Duty List.

The Extra Duty List will be set initially as of May 1, 2022 (or such other date as mutually agreed upon by the parties) in order of seniority. Subsequently the Extra Duty List will be continuously adjusted based on the last Extra Duty assignment accepted by an officer with the most recent assignee being rotated to the bottom of the rotation in descending chronological order by date and time. An officer's place on the Extra Duty List will be skipped for any shift that becomes available during such officer's one-business day blackout period described in Article VIII, Section 11 above.

If an officer accepts an Extra Duty assignment, he or she will rotate to the bottom of the Extra Duty List. If no officer accepts an Extra Duty assignment, the Administrative Lieutenant may work the shift himself or herself.

Each day the Administrative Lieutenant or his designee will request all officers for confirmation of availability for the following day's Extra Duty assignments. Officers must respond to the request within two (2) hours.

The Administrative Lieutenant or his designee will assign Extra Duty jobs to available officers in chronological order of the jobs based on the order the officers appear on the rotation list. For example, the first Extra Duty job of the day will be assigned to the available officer whose name appears first on the list. Each officer will have 15 minutes to respond and confirm assignment.

An officer who makes themselves available for an Extra Duty assignment and is assigned an Extra Duty Assignment and subsequently indicates they are no longer able to work that assignment will still be rotated to the bottom of the Extra Duty List.

The Extra Duty List will be made available to the Union upon request to the Administrative Lieutenant.

Notwithstanding the foregoing, in the event an Extra Duty assignment arises in an emergency situation or where it is not practical to follow the rotation list process outlined in this Section 2, the Administrative Lieutenant may assign the shift to any available officer, which officer will be rotated to the bottom of the Extra Duty List.

**Section 3:** In the event that an officer cancels an Extra Duty assignment that he or she previously accepted (in which case he or she must immediately contact the Administrative Lieutenant as soon as possible) or an officer is pulled from an Extra Duty shift in accordance with Article VIII, Section 10(b)(ii), the Administrative Lieutenant will fill the Extra Duty shift as follows:

- (a) If the opening occurs at least four hours in advance of the shift, it will be filled in accordance with the process described in Section 2 above.
- (b) If the opening occurs less than four hours in advance of the shift, the Administrative Lieutenant may, in his or her discretion, offer the shift to any officer available to work or work the shift himself or herself.

An officer who cancels an assigned Extra Duty shift will be rotated to the bottom of the Extra Duty List.

**Section 4:** Officers working Extra Duty shall be paid a minimum of four hours pay regardless of the actual hours worked. After four hours worked, officers shall be paid a minimum of eight hours regardless of the actual hours worked. After eight hours worked, officers will be paid for the actual number of hours worked. If a contracting party cancels an assignment with less than four hours' notice, the officer shall receive four hours pay.

**Section 5:** Extra Duty assignments requested by third parties other than the Town shall be paid at the following rates per hour:

7/1/22 – 6/30/23:	\$68.00
7/1/23 – 6/30/24:	\$72.00
7/1/24 – 6/30/25:	\$76.00

**Section 6:** Extra Duty assignments for the Town shall be paid at the following rates per hour:

7/1/22 – 6/30/23:	\$58.00
7/1/23 – 6/30/24:	\$60.00
7/1/24 – 6/30/25:	\$62.00

- Section 7:** In the event that a Town and a third-party Extra Duty assignment are scheduled at the same time, the Town assignment will take precedence for coverage. Accordingly, the Town may deviate from the regular process described in this Article to ensure the Town assignment is covered before a third-party assignment is covered,
- Section 8:** Any officer who does not want to be considered for Extra Duty must notify the Extra Duty Coordinator in writing and they will be removed completely from the Extra Duty List. If the officer later requests to be put back on the Extra Duty List, he or she will begin at the bottom of the Extra Duty List.
- Section 9:** Officers on regular duty will not be used to cover Extra Duty assignments other than for a brief relief time (such as a restroom break) or otherwise as a result of emergencies, non-routine needs of the department or the Administrative Lieutenant is aware that no other officers are available for the Extra Duty.

#### **ARTICLE X – SENIORITY, LAYOFF, RECALL**

- Section 1:** Seniority is defined as the total continuous length of service in the bargaining unit since the officer's last date of hire.
- Section 2:** An officer shall lose his seniority when he or she:
- (a) Quits voluntarily or retires.
  - (b) Is discharged for just cause.
  - (c) Fails to return to work within five days after notice of recall.
  - (d) Is absent, except for layoff, for three consecutive shifts without notice to the Administrative Lieutenant. In the event of an emergency, such notice shall be given as soon as possible.
  - (e) Is laid off for a period of eighteen (18) consecutive months.
- Section 3:** The Town will lay off officers in inverse order of seniority. The Town will recall officers in reverse order of layoff within impacted job classifications, with the last laid off to be the first recalled.
- Section 4:** Layoffs shall be in the following order:
- (a) Probationary officers
  - (b) Regular officers
- Section 5:** Laid off officers shall be entitled to recall according to seniority for a period of 18 months from layoff, provided that the affected officer must keep the Town advised of his or her current address. If the officer notifies the Town by certified mail prior to the execution of recall rights and prior to the expiration of the original 18 month recall period that they wish to extend the recall time for additional six months, it shall be granted.



- Section 6:** The Town shall provide the Union a seniority list updated annually, which list may be provided electronically.
- Section 7:** New hires shall not accrue seniority until after successful completion of the probationary period. Upon successful completion of the probationary period, seniority shall be calculated from the officer's date of hire.
- Section 8:** In the event that one or more officers are hired simultaneously (i.e., within the same 24-hour period), seniority shall be determined as follows: If only one officer has prior police officer experience as a certified police officer employed previously in the State of Connecticut, that officer shall be senior to other officers hired simultaneously. Should more than one officer have the aforesaid prior experience, the officer with the greater amount of experience as a police officer shall be senior.

#### **ARTICLE XI – RATES OF PAY**

- Section 1:** Effective and retroactive to July 1, 2022, wages for regular duty will be increased by 2.25% to an hourly rate of \$35.50 per hour.
- Section 2:** Effective July 1, 2023, wages for regular duty shall be increased by 3.00% to an hourly rate of \$36.57 per hour.
- Section 3:** Effective July 1, 2024, wages for regular duty shall be increased by 3.00% to an hourly rate of \$37.67 per hour.
- Section 4:** The following shift differentials shall be applied to regular duty shifts only:
- |   |      |
|---|------|
| Monday – Thursday evening shifts:         | 2.0% |
| Sunday – Thursday midnight shifts:        | 3.0% |
| Friday evening shift:                     | 3.0% |
| Saturday – Sunday day and evening shifts: | 5.1% |
| Friday – Saturday midnight shifts:        | 5.1% |

#### **ARTICLE XII – OVERTIME**

- Section 1:** Overtime is defined to include all regular duty hours worked in excess of 40 straight time hours in any work week. Time and one-half will be paid for all overtime hours worked.
- Section 2:** Overtime (time and one-half) will also be paid for any regular duty hours worked in excess of eight hours for any regular duty shift; provided, however, such work is required in the course of the officer's duty and the Administrative Lieutenant approves in advance both the working of the additional hours and the payment of overtime for such hours. The Administrative Lieutenant may, at his or her



discretion, approve or deny such request for payment of overtime. For the avoidance of doubt, officers will not be entitled to payment of overtime under this Section 2 without approval by the Administrative Lieutenant or when the officer works more than eight hours as a result of being scheduled for two or more shifts of any kind (consecutive or not) in the same day or when covering or swapping all or a portion of a shift(s) for another officer.

**Section 3:** Any off duty officer who is subpoenaed to testify in any judicial or administrative proceeding, including depositions, in his/her capacity and arising out of his or her performance of duties as a Prospect Police Officer (excluding the grievance or arbitration under this Agreement), shall be compensated at straight time (subject to the overtime requirements above). A four-hour minimum for such duty shall apply, provided the officer is not scheduled to work a shift that day.

### **ARTICLE XIII – SICK AND FAMILY LEAVE**

**Section 1:** Up to two days of sick leave per calendar quarter, without pay or penalty, shall be granted to officers upon completion of the officer's probationary period, in accordance with this Article. Such absences shall be deemed "excused" for purposes of Article VIII, Section 11.

**Section 2:** Sick leave may be used for any of the following reasons:

- (a) Illness or injury of the officer or of the officer's immediate family, which is intended to include only a child, spouse or ward;
- (b) Medical conditions related to pregnancy or childbirth;
- (c) Exposure of the officer or the officer's immediate family to a contagious disease which would have the potential of jeopardizing the health of others at the discretion of the Mayor.

**Section 3:** Any sick time in excess of two days per calendar quarter shall require documentation (including, for example, from a healthcare provider) that includes sufficient explanation reasonably satisfactory to the Town confirming the need for leave under this Article. The Town may, at its discretion, deem such absences "excused" or "unexcused" for purposes of Article VIII, Section 12. "Unexcused" absences are subject to discipline in accordance pursuant to Article XVII. Any absence for which such documentation is not provided within three business days of the Town's request will be deemed "unexcused" and also result in the officer's loss of a subsequent regular duty shift. Notwithstanding the foregoing, chronic or excessive absences and/or patterns of absences will be deemed "unexcused" for purposes of Article VIII, Section 12 and subject to discipline in accordance with Article XVII.

**Section 4:** When an officer must be absent from duty on sick leave under this Article, he or she must contact the Administrative Lieutenant as soon as possible, but in no event later than four hours prior to the officer's scheduled shift, if possible.

**Section 5:** Leaves under the federal Family and Medical Leave Act will be granted by the Town to the extent required by applicable law if an officer qualifies. Notwithstanding the foregoing, this Section 5 shall not be subject to the arbitration provisions of this Agreement.

#### **ARTICLE XIV – MILITARY AND JURY DUTY LEAVE**

**Section 1:** The Town shall provide military leave to eligible officers in accordance with applicable state and federal law.

**Section 2:** The Town shall provide jury duty leave without pay or penalty in accordance with applicable law.

**Section 3:** Notwithstanding the foregoing, this Article XIV shall not be subject to the arbitration provisions of this Agreement.

#### **ARTICLE XV – HOLIDAYS**

**Section 1:** The following days are designated and observed as unpaid Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans Day
President's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve

When the Town recognizes an unanticipated national holiday, the day shall be treated as a Holiday for that year for purposes of this Article.

**Section 2:** Officers will receive double their regular rate of pay for all regular duty hours worked on any holiday. Holiday pay is not available for Extra Duty work or if no regular duty hours are worked on the Holiday.

#### **ARTICLE XVI – UNIFORMS**

**Section 1:** Each fiscal year, the Town will provide to each officer the following articles of uniform and equipment, on an as-needed basis, after inspection and confirmation by the Administrative Lieutenant. In no event shall the Town be required to provide more than the following in any Town fiscal year:

- (a) 2 Hats; 1 dress, 1 HCP
- (b) 2 pairs of pants
- (c) 1 winter coat
- (d) 2 short sleeve shirts
- (e) 2 long sleeve shirts
- (f) 1 rain coat and hat cover
- (g) 1 duty belt
- (h) 1 garrison belt
- (i) 1 set of handcuffs with carrying case
- (j) 1 duty holster
- (k) 1 double pouch magazine holder
- (l) 1 baton with holder
- (m) 2 name plates
- (n) 2 summer HCP shirt
- (o) 1 bullet proof vest
- (p) 1 bullet proof vest carrier
- (q) firearm

Officers shall exercise care when wearing or using such articles of uniform and equipment. Replacements will not be provided if articles of uniform and equipment are damaged by an officer's carelessness or negligence.

Some or all of such articles of uniform and equipment must be returned to the Town upon suspension of duties or termination of employment.

**Section 2:** To the extent reasonable, personal clothing, watches, and eyeglasses damaged or destroyed in the line of duty shall be replaced by the Town, provided the damage is reported immediately. Reimbursement to the officer will be made once the officer submits a receipt to the Town.

**Section 3:** The Town shall reimburse each officer dry cleaning of a winter coat, a jacket and a sweater once per Town fiscal year.

#### **ARTICLE XVII – DISCIPLINE & DISCHARGE**

**Section 1:** Officers shall not be disciplined or discharged except for just cause.

It is the Town's general practice to use progressive disciplinary counseling procedures between the officer and their immediate supervisor in which the supervisor will explain the charges and allow the officer to explain his or her position. The procedures provide for sanctions to be imposed on an officer to correct inappropriate behavior, whether the behavior is a single offense, repeated offenses of a similar nature, or multiple offenses of differing nature.

When possible and appropriate, the steps of progressive discipline will be as follows, any one of which may be deemed or include a negative personal observation report:

Verbal Warning  
Written Warning  
Suspension  
Discharge

The Town reserves the right to skip, advance or repeat any level of discipline that it deems appropriate. Depending on the individual circumstances, the Town may, at its option, advance the level of discipline to the step it deems appropriate, up to and including immediate discharge from employment.

Notwithstanding the foregoing, discharges shall be subject to applicable Town ordinance as in effect from time to time.

**Section 2:** A copy of any written disciplinary action shall be placed in the officer's personnel file and shall be furnished to the affected officer.

#### **ARTICLE XVIII – GRIEVANCE PROCEDURE**

**Section 1:** A "grievance" is a dispute over the application or interpretation of a specific provision of this Agreement, and shall be processed exclusively in accordance with the procedure set forth herein. The party claiming a grievance shall specify the provisions of the Agreement and the factual basis of the grievance. The parties agree to resolve grievances on as low an administrative level as possible.

**Section 2:** The Union may appoint a steward solely for the purpose of discussing grievances in accordance with this Article. The Union representative will be given reasonable access to the Town offices for purposes of investigation and processing grievances in accordance with this Article. Officers shall not engage in Union activity during working time except as necessary to process a grievance in accordance with this Article.

**Step 1.** A grievance must be presented in writing to the Administrative Lieutenant no later than seven business days after the events giving rise to the grievance allegedly occurred. The Administrative Lieutenant, the steward (or unit officer) and the grievant shall meet within seven business days after the grievance is received to resolve the grievance. The Administrative Lieutenant may resolve or deny the grievance subject to the final approval of the Mayor.

**Step 2.** If the grievance is not resolved at the Step 1 meeting, the Union representative may present the grievance in writing to the Mayor within five business days of receipt of the Step 1 decision. The

Mayor or his or her designee, the Union representative and the grievant shall meet within 10 business days after the grievance is received by the Mayor under this Step to attempt to resolve the grievance. The Mayor shall issue a decision within 15 business days after the grievance is received by the Mayor under this Step.

**Step 3.** In the event the Mayor and the Union representative fail to reach a mutually satisfactory settlement at the Step 2 meeting, the Union may within 30 calendar days of receipt of the Mayor's Step 2 decision file the grievance with the State Board of Mediation and Arbitration (the "Board") and use mediation services if mutually agreeable to the Town and the Union.

**Section 3:** The decision and award of the arbitrator shall be in writing and shall be final and binding upon all parties. The arbitrator shall have no authority to change, amend, add to, or subtract from any of the specific provisions of this Agreement and shall have the authority only to determine whether, by the acts alleged in the grievance, the Town misinterpreted or misapplied the specific provision expressed in the Agreement as the Union claims.

**Section 4:** The time limits specified herein may only be extended by mutual written agreement of the Town and the Union. Failure by the steward or the Union representative to process a grievance within the time limits provided above shall be deemed a waiver of such grievance, and the grievance shall be considered resolved in accordance with the position of the Town. Failure by the Town to meet or respond to the grievance within the time limits provided above shall permit the Union to process the grievance to the next step within the time limits set forth above.

**Section 5:** An officer with information necessary to the dispute and their local, shall be permitted to attend arbitration and prohibited practice conferences and hearing, as necessary, without loss of pay. The Union shall be reasonable with the use of witnesses.

#### **ARTICLE XIX – UNION ACTIVITIES**

No officer shall engage in any Union activity during his or her work time except as otherwise provided in Article XVIII of this Agreement or, with authorization from the Town, to attend collective bargaining negotiations or other scheduled meetings with the Town.

#### **ARTICLE XX – BULLETIN BOARD**

The Town shall furnish a suitable bulletin board in a convenient place in the work area for the use by the Union.



## **ARTICLE XXI – WORK RULES AND CODE OF CONDUCT**

The Town shall have the right to establish, revoke, reverse or modify reasonable work rules and regulations, ethics rules and a code of conduct from time to time. Any such rules and code of conduct shall be distributed to new and current officers. Officers are required to abide by such rules and code of conduct to the extent that such rules and code conduct do not conflict with the terms of this Agreement.

## **ARTICLE XXII – MISCELLANEOUS PROVISIONS**

- Section 1:** The Town will continue to provide group police accident insurance coverage for officers.
- Section 2:** The Town will maintain reasonable insurance coverage to defend the Town and/or an officer against whom a civilian complaint is made relating to such officer's conduct as an officer, or the manner in which such he or she discharged his or her duties, and such complaint results in a civil suit against the officer. In the event the officer decides to hire legal counsel separate from any counsel provided by the Town's insurer, the officer shall be solely responsible for the fees and costs of such counsel.
- Section 3:** The Town shall give each officer, and to each new officer when hired, a copy of this Agreement and an identification card.
- Section 4:** Officers shall be trained in any new and updated equipment prior to the mandatory implementation of such equipment.
- Section 5:** Training and re-certification of officers shall remain up to date and shall be the responsibility of the Town. Officers shall be trained and certified pursuant to POST standards. Officers shall receive their regular pay rate while attending required training.
- Section 6:** If the Town decides to permanently schedule officer(s) on a 40 hour per week regular duty schedule, the position(s) will be offered first to bargaining unit members of the Prospect Police Department. If more than one officer applies for the position(s), the Town will fill the position(s) by selecting the most qualified applicant(s), taking into account legitimate business factors such as an officer's education level, experience, training and ability. If two or more officers have the same overall qualifications with regard to factors such as education level, experience, training and ability, the officer with the most seniority with the Town will be given preference. If no such officers are interested, the Town may hire outside of the bargaining unit.

If the Town decides to create or hire for a specialized police position(s), officers will be provided the opportunity to apply (along with outside candidates). If more

than one individual applies for the position(s), the Town will fill the position(s) by selecting the most qualified applicant(s), taking into account legitimate business factors such as an officer's education level, experience, training and ability.

If the Town institutes positions of rank, officers will be placed in such positions of rank by taking into account legitimate business factors such as an officer's education level, experience, training and ability. The Town will solicit the Union's input for the design of the process of how officers will be evaluated for positions of rank.

For the avoidance of doubt, this Section 6 does not apply to the Administrative Lieutenant position, which position is outside of this bargaining unit and which the Town retains full and absolute discretion to fill as it wishes.

**Section 7:** Officers will be granted a 30-minute lunch period as near as practical to normal meal periods, to the extent that the demands of the job for that shift allow.

**Section 8:** A listing of officers' hours will be made available by posting or through electronic means on a weekly basis.

**Section 9:** Should the Union elect to enroll its officers in the Peace Officers Research Association of California (PORAC) Legal Defense Fund, beginning at signing, the Town will reimburse the Union up to \$6.00 per enrolled officer per month (i.e., up to \$72 per officer per year) toward the cost of such PORAC coverage. Officers are individually responsible for any costs above such amount.

**Section 10:** For purposes of gun license provisions of H.R. 218 (the federal Law Enforcement Officers Safety Act), an officer will be classified as a Retired Prospect Police Officer in Good Standing if such officer (a) has voluntarily resigned in good standing (excluding a resignation in lieu of discharge) as a Prospect Police Officer after an aggregate period of service of at least 15 years or (b) is terminated due to a service related disability as determined by the Town following completion of any applicable probationary period.

**Section 11:** At the Town's sole and absolute discretion, the Town may fund and fill a patrol canine program.

The K-9 Handler will be selected by the Administrative Lieutenant in accordance with Article XXII, Section 6.

On work days, the K-9 Handler will be allowed one (1) hour per day to attend to the needs of the K-9 while working regular duty patrol.

On days off, the K-9 Handler will be paid one (1) hour per day at a rate of \$12.06 per hour for at home K-9 care and training.

The Town will maintain veterinarian medical insurance and be responsible for medical cost associated with care of the K-9.

The K-9 and the K-9 Handler will be covered by the Town's liability insurance policy in accordance with Article XXII, Section 2.

The K-9 Handler will be provided with a suitable Town police patrol vehicle. The Town agrees to insure the vehicle with reasonable levels of automotive liability, property damage, and comprehensive insurance coverage, as well as provide maintenance and repair of said vehicle. The K-9 Handler must fuel the vehicle at the Town police department unless otherwise authorized by the Administrative Lieutenant.

**Section 12:** Any officer who is a POST-C certified instructor, and is required to deliver training to other Town officers will be paid at a rate of one and one-half times his or her regular duty hourly rate for the time they are providing instruction and up to one hour before and one hour after for preparation and completion of required paperwork. The Administrative Lieutenant may, at his or her discretion, approve pay for more than one hour before or after instruction.

#### **ARTICLE XXIII – GENERAL PROVISIONS**

**Section 1:** This Agreement constitutes the entire agreement between the Town and the Union and fully settles any and all demands and issues for the term of this Agreement with respect to any matters subject to negotiations at the time this Agreement was executed. Without limiting the generality of the foregoing, any benefit provided by the Town not specifically referenced in this Agreement may be modified or discontinued by the Town at any time.

**Section 2:** Officers are required to abide by the Town's policies to the extent that such policies do not conflict with the terms of this Agreement.

**Section 3:** In the event that any Article, Section or portion of this Agreement is declared invalid or unlawful by any court of competent jurisdiction, then such specific Article, Section or portion specified to be invalid or unlawful shall be deleted; however, the remainder of this Agreement shall remain effective.

**Section 4:** Any officer whose outside employment is determined to be interfering with the performance of the officer's regular duties in the employment of the Town or which otherwise violates any work rules, ethics rules, code of conduct or the Manual, shall vacate said additional employment or be subject to dismissal. For purposes of this section, outside employment does not include special duty police, extra police or other private duty work.

**Section 5:** Officers shall be subject to and abide by the applicable provisions of the then-current Resident State Trooper Program Administration and Operations Manual

of the Department of Emergency Services and Public Protection (the "Manual") to the extent that such provisions of the Manual do not conflict with applicable law, the terms of this Agreement or the Town's personnel policies, work rules, ethics rules or code of conduct in effect from time to time.

**Section 6:** The failure of either Party to require strict performance of any provision of the Agreement shall not be deemed to waiver or abandonment of any of the rights or remedies provided herein for violation of the Agreement or any provision thereof, nor shall it constitute a waiver or abandonment of any right or remedy herein provided for a subsequent violation of any provision of the Agreement.

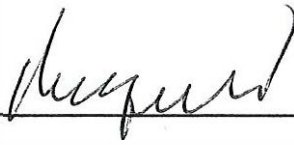
#### **ARTICLE XXIV – DURATION**

This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2025.

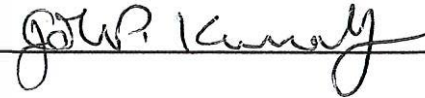
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IN WITNESS WHEREOF, the Parties have set their hands as of July 1, 2022.


**TOWN OF PROSPECT:**

  
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**NIPSEU - PROSPECT POLICE UNION:**

  
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