

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ELLINGTON

AND

**ELLINGTON POLICE UNION, LOCAL #2693
COUNCIL #4, AFSCME, AFL-CIO**

COVERING THE PERIOD OF

JULY 1, 2019 – JUNE 30, 2022



TABLE OF CONTENTS		
Article	Subject	Page
	Preamble	1
Article I	Recognition	2
Article II	Stability of Agreement	2
Article III	Union Membership	3
Article IV	Dues Check Off	3
Article V	Job Action Restriction	3
Article VI	Civil Actions	4
Article VII	Bulletin Board	4
Article VIII	Grievance and Arbitration Procedure	4
Article IX	Disciplinary Procedures	6
Article X	Seniority	7
Article XI	Hours of Work and Overtime	8
Article XII	Extra Duty	10
Article XIII	Holiday	12
Article XIV	Uniform and Equipment	12
Article XV	Pay Rate	14
Article XVI	Complete Agreement	14
Article XVII	Training	14
Article XVIII	Military Leave	15
Article XIX	Retirement Benefits	15
Article XX	Outside Duties	15
Article XXI	Outside Employment	15
Article XXII	Management Rights	15
Article XXIII	Union Business Leave	16
Article XXIV	Leave of Absence	16
Article XXV	Personnel Files	17
Article XXVI	Insurance Benefits	17
Article XXVII	School Resource Officer (SRO)	17
Article XXVIII	Fitness For Duty	18
Article XXIX	Duration	18
Appendix A	Rotating Card System	20
Appendix B	Uniform Criteria	21

PREAMBLE

This Agreement, entered into by the Town of Ellington ("Town") and the Ellington Police Union, Local #2693, Council #4, AFSCME, AFL-CIO ("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; and the establishment of rates of pay, hours of work, or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE I

RECOGNITION

Section 1.

There shall be no discrimination, coercion, or intimidation of any kind against any employee of the Town for any reason whatsoever, including marital status, sex, creed, sexual orientation, religion belief, age, handicap or Union activity by the Town or by the Union.

Any claim of discrimination that can be filed with the Connecticut Commission on Human Rights and Opportunities or the Equal Employment Opportunity Commission may be filed as a grievance up to and including Step 2 of the Grievance Procedure. However, such a grievance shall not be processed to arbitration. Claims in which the Connecticut Commission on Human Rights and Opportunities or Equal Employment Opportunity Commission does not have the authority to address may be filed as a grievance and processed to arbitration.

Section 2.

The Town recognizes the Union as the sole and exclusive bargaining agent for all uniformed and investigatory employees with police powers employed by the Town of Ellington.

Section 3.

All collective bargaining with respect to hours of work, wages, benefits, grievance procedure and other conditions of employment referred to in this Agreement shall be conducted by the authorized representative of the Union and the authorized representative of the Town only.

Section 4.

For purposes of this Agreement, the term "Police Officers" or "members" shall mean investigatory and uniformed members of the Ellington Police Department employed by the Town.

ARTICLE II

STABILITY OF AGREEMENT

Section 1.

No amendment, alteration, or variation of the terms and provisions of this Agreement shall bind the parties hereto unless made and executed in writing by both parties.

Section 2.

If any Article or Section hereof is declared to be invalid or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the other Articles and Section or portions thereof which shall be valid. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the parties agree to re-open this Agreement for the purpose of negotiating over the invalid provision.

ARTICLE III
UNION MEMBERSHIP

The Town and the Union agree that employees in the bargaining unit may join the Union and in doing so pay whatever Union dues, initiation fees and service fees are required for Union membership or employees may elect not to do so.

ARTICLE IV
DUES CHECK OFF

Section 1.

The Town will withhold Union dues and fees from the wages of employees who provide the Town with written authorization to withhold such dues and fees.

Section 2.

Employees shall be free to revoke such dues authorizations at any time by providing written notice to the First Selectman or his/her designee and to the Union.

Section 3.

The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rate of Union dues and/or service fees. The Union will also furnish the Town with statements signed by the employees authorizing the Town to make such deductions.

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 arise out of or by reason of action taken or not 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 this Agreement.

ARTICLE V
JOB ACTION RESTRICTION

Section 1.

Neither the Union nor any employees shall induce or engage in any strikes, slowdowns, work stoppages or other concerted refusal to render services.

Section 2.

The Town agrees that it will not lock out the employees covered by this Agreement.

ARTICLE VI
CIVIL ACTIONS

In the event that an Police Officer shall be named as a defendant in a civil action claiming damages for false arrest, false imprisonment or excessive force occurring during the performance of his/her official duties and within the scope of his/her employment and the Town determines that such Police Officer was acting within the scope of his/her employment and not resulting from his/her willful, or wanton act, the Town shall provide counsel to defend such lawsuit and pay any final judgment obtained therein against such Police Officer as provided by Connecticut General Statute Section 7-465 as amended.

ARTICLE VII
BULLETIN BOARD/MEETING ROOM USE

Section 1.

The Town shall designate one bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities or any matter pertinent to Union matters. The postings shall be for news and information only and not for derogatory or inflammatory purposes. Simultaneous with posting, a copy will be provided to the First Selectman. No Union notices may be posted elsewhere on Town property.

Police Officers shall be allowed to use Town meeting rooms while off duty for the purpose of Union business whenever such meeting rooms can be made available to them with advance notice to and approval by the Town.

Section 2.

The First Selectman or his/her designee shall give to each employee and to each new employee when hired a copy of this Agreement, an identification card, a copy of the Town of Ellington Personnel Rules and Regulations and a written copy of the Rules and Regulations of the State Police pertaining to Ellington Police Officers. To the extent that the Town modifies any of its policies (including policies derived from the A&O Manual) which pertain to mandatory subjects of bargaining, the Town shall observe all requirements of collective bargaining prior to effectuating such policy change. A&O Manual Exception - The parties agree that current Section 14.3.1 [Observance of Military Courtesies] of the A&O Manual shall not be applicable to Police Officers.

ARTICLE VIII
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practical so as to insure efficiency and employee morale.

Section 2.

A grievance is defined as any claimed violation of a specific Section or Article of this Agreement or of the side letter of agreement concerning past practices as attached hereto as Attachment A.

Section 3.

Grievances must be filed in writing. The Article(s) or Section(s) of the Agreement involved, as well as the remedy sought, must be set forth in the grievance. All grievances shall be handled in accordance with the procedures set forth below in this Article.

Section 4.

Any employee may use this grievance procedure with or without the assistance of a Union representative. However, only the Union may appeal a grievance to arbitration. The Union may file a grievance on behalf of an individual member, a group member or on behalf of the Union as a whole. However, should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may continue to the next succeeding step following that which the employee has utilized. However, any settlement of an individually processed grievance shall not violate this Agreement or change working conditions.

Section 5.

STEP ONE: An employee or his/her Union representative, if represented, or the Union may submit a grievance in accordance with this Article, to the Resident State Trooper Sergeant, or in his/her absence, to his/her designee, who shall not be a member of the bargaining unit, within ten (10) days of the event giving rise to the grievance, or within ten (10) days of when the grievant knew or reasonably should have known of said event. The Resident State Trooper Sergeant or said designee, whichever the case may be, will make an effort to resolve the grievance and will render an answer to the grievance in writing within ten (10) days of the receipt of the grievance. This answer will be provided to the aggrieved employee and his/her Union representative.

Section 6.

STEP TWO: If the aggrieved employee and/or the Union are not satisfied with the decision rendered by the Resident State Trooper Sergeant or his/her designee acting in his/her absence, they may submit the grievance in writing to the First Selectman within ten (10) days of receipt of the decision. The First Selectman shall render a written decision and provide it to the grievant and the Union representative within ten (10) days after submission of the grievance to the First Selectman. If the grievance is denied, the First Selectman shall state the reason(s) for such decision.

Section 7.

STEP THREE (Arbitration): If not settled, the grievance may be submitted to arbitration only by the Union or the Town before the Connecticut State Board of Mediation and Arbitration ("CSBMA"). A request for arbitration shall be in writing and must be filed with the State Board of Mediation and Arbitration not later than ten (10) days after the Union representative's receipt of the First Selectman's decision. The Union representative will advise the First Selectman in writing of any submission of a grievance to arbitration. For purposes of this Article the "Union representative" shall mean the Union President or his/her designee.

Section 8.

Any time limits specified in this Article may be extended by mutual agreement in writing by the parties to this Agreement, provided that if a grievance is not filed within the initial ten (10) day period referenced in Section 5, the grievance shall be deemed waived; or if it is not submitted by the employee or the Union to a higher step given in accordance with the procedure as delineated in this Article, it will be deemed settled on the basis of the answer in the Step last considered. In the event the Town fails to respond within the time limits provided in Sections 5 or 6 of this Article, the grievance may be advanced to the next step in accordance with the procedure delineated in this Article.

Section 9.

Each party shall bear its own expenses for arbitration, except as otherwise provided in this Article.

Section 10.

All references to "days" herein shall be considered to mean calendar days. If Town Hall is closed on the day on which an appeal period ends, a party's submission or response shall be due on the next business day.

ARTICLE IX **DISCIPLINARY PROCEDURES**

Section 1.

Except for probationary employees, no Police Officer shall be disciplined or discharged in any other manner, except for just cause.

Section 2.

Employees who request it shall be entitled to representation by a Union representative at any meeting or inquiry during which the employee(s) may be subject to interrogation in connection with possible disciplinary proceedings.

Section 3.

All discipline for non-probationary employees, except termination, may be administered by the First Selectman after a Loudermill hearing. Disciplinary hearings in which termination is a possibility shall be conducted before the Board of Selectmen. Prior to any disciplinary hearings, the Town shall provide the Union with a full copy of any internal affairs investigation that may exist concerning the incident-giving rise to consideration of discipline, unless otherwise prohibited by law.

Section 4.

The First Selectman, pending an investigation of an alleged action that constitutes grounds for dismissal (including disposition of a criminal charge), may place an employee on unpaid leave for a period of up to forty-five (45) days.

At or prior to the expiration of the forty-five (45) day period the employee shall be:

- a. Charged with the appropriate violation; or
- b. Reinstated and reassigned appropriate duties; or
- c. Reinstated; or
- d. Placed on paid leave.

In the event the alleged action that led to the unpaid leave is found to be unsubstantiated, the affected Police Officer shall be made whole. The amount of back pay due shall be calculated based upon the weekly average of the Police Officer's work hours during the twelve (12) month period prior to the unpaid leave, not including extra duty.

ARTICLE X

SENIORITY

Section 1.

A seniority list shall be established by the Town, showing each employee's length of service as a Police Officer, beginning on the employee's date of hire as a Police Officer with the Town.

Section 2.

If two (2) or more employees are hired on the same date, seniority shall then be determined by date of birth (the older employee having more seniority).

Section 3.

Layoffs shall be in order of inverse seniority. Probationary employees shall be laid off first.

Section 4.

Each year, SRO's from the previous school year shall make a request for SRO assignment and the Resident State Trooper Sergeant shall select first from such qualified applicants who are current bargaining unit members. Should an insufficient number of qualified bargaining unit members express an interest and willingness to fill said role, the Town may select applicants from outside the Union.

In the event of a resignation, reassignment for just cause or dismissal for just cause of an SRO, the selection of a replacement SRO will take place within a reasonable amount of time. The Resident State Trooper Sergeant may temporarily re-assign a SRO to any other necessary duties within the scope of this Collective Bargaining Agreement.

The Town shall not hire any full-time Police Officer if there are qualified current non-probationary bargaining unit members who successfully apply. Appointments to the full-time position shall be considered a promotion and the selection process shall consist of a written exam, oral interview, and 10% for an employee's seniority. The Town will have the right to hire outside of the bargaining unit if no qualified current bargaining member wishes to be promoted or cannot successfully pass the selection process. This provision shall not apply to SRO positions.

Section 5.

“Date of Hire” as used in this Article shall mean the first day of work that the employee begins earning wages from the Town.

Section 6.

New employees shall serve a probationary period consisting of thirty-nine (39) completed full shifts, commencing after they have completed their required field training, during which time they shall obtain neither seniority nor other rights under this Agreement. Such probationary employees may be terminated at the sole discretion of the Town, provided that prior to any such termination the Town will notify the employee of the basis for the Town’s consideration of such action and shall provide the employee with an opportunity to respond. The decision to issue discipline up to and including termination to a probationary employee shall not be grievable under the terms of this Agreement. Upon satisfactory completion of the employee’s probationary period, an employee’s seniority shall date back to the original date of hire.

ARTICLE XI **HOURS OF WORK & OVERTIME**

Section 1.

The workweek for bargaining unit members shall commence at 12:01 a.m. on Monday and end at midnight on Sunday.

Section 2.

Shift scheduling shall be as follows:

Evening Patrol Shifts

Monday through Sunday 4:00 p.m. to Midnight.

A second evening patrol shift will be scheduled on Friday and Saturday 4:00 pm to Midnight.

Day Lake Patrol Shifts

Saturday and Sunday 8:00 a.m. to 4:00 p.m.

Marine Patrol Shifts

Saturday and Sunday between the hours of 6:00 a.m. to 6:00 p.m. (hours are flexible based on activity) to be accompanied by a Town Marine Patrol Officer. Marine Patrol Shifts shall normally be eight (8) hours per shift and shall not exceed eight (8) scheduled hours per shift without approval of the Resident State Trooper Sergeant. For safety purposes, there shall be at least two (2) persons assigned to each Marine Patrol Shift.

Work hours shall be inclusive of one (1) thirty (30) minute meal and one (1) fifteen (15) minute break and paid as such.

Meal Breaks – Police Officers may take meal breaks in Town cruisers provided that they maintain such cruisers in clean condition. In addition, officers may request to take their meal breaks out

of Town with advance approval of their supervisor. Officers shall be allowed to take meal breaks at local restaurants. Officers also shall be allowed to stop at their private residence located in Town or on a regular patrol loop for meal breaks.

The parties agree that alternative shifts may be utilized and shift hours may be adjusted by agreement between the Resident State Trooper Sergeant, the Union and the employee.

Section 3.

The Town shall allow shift swaps consistent with the prior practice followed by the Town provided that in no event shall swaps be allowed if they create an overtime pay situation or other additional expense to the Town. The employee who swaps an assigned shift to another Police Officer shall provide the Department with at least twenty-four (24) hours notice of the fact that the swap has been made, along with the name of the Police Officer who has accepted the assignment, which shall be communicated on a form established by the Department for this purpose. Employees may not "give away" shifts. If an employee is unable to swap a shift, then the Resident State Trooper Sergeant or his/her designee shall reassign the shift pursuant to the Rotation Card System, as set forth in Appendix A. Police Officers giving up shifts for redistribution shall not be disciplined except for just cause.

Section 4.

Overtime pay at the rate of one and one-half (1-½) times the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in a workweek. Also, whenever a Police Officer is ordered to work a double shift, the second shift shall be paid at the overtime rate.

Section 5.

If while off duty, a Police Officer is subpoenaed to attend a court or administrative hearings, to provide testimony related to circumstances he/she observed in performing duties as an Ellington Police Officer, such officer shall be compensated at the rate of one and one-half (1-½) times his/her regular rate of pay for such service (including travel time) and shall be provided with a minimum of four (4) hours of pay for each such occurrence provided that the employee shall not be paid twice for such service and therefore any court fees or other payments provided to the Police Officer from any other source shall be offset against the amount owed by the Town pursuant to this Section.

Section 6.

Any Police Officer, who attends a court or administrative hearing pursuant to Section 5 above, shall be allowed the use of an Ellington police cruiser for such attendance, provided a cruiser is readily available. Such officer shall use the cruiser solely for the purpose of traveling to and from the court or administrative proceeding.

Section 7. Scheduling of Shifts

Police Officers shall submit availability for the month to be scheduled no later than the seventh (7th) day of the preceding month. The total number of shifts shall be divided as equally as possible

based upon their availability consistent with current practice between Police Officers.

SROs will not be scheduled for shifts during the school year. SROs will be scheduled for shifts during June, July and August.

Any patrol, day lake patrol or marine patrol shifts becoming available after the monthly schedule has been completed shall be posted and distributed as equitably as possible, consistent with Rotating Card System, as set forth in Appendix A. SROs are eligible for these shifts throughout the year.

Section 8.

The Town may schedule additional shifts (other than those referred to in Section 2 above) as needed to meet the needs of the Town, subject to the availability of Town Police Officers.

Section 9.

Minimum Staffing Requirements:

It is agreed by both parties that police protection for the citizens of Ellington is first and foremost. When determining minimum staffing, the Resident State Trooper Sergeant, or his/her designee, shall not consider Police Officers assigned to Day Lake Patrol shifts or Marine Patrol shifts as part of the minimum staffing levels. Additionally, the Resident State Trooper Sergeant shall not be considered as part of minimum staffing levels. Minimum staffing levels shall only pertain to Day and Evening Patrol shifts.

Minimum staffing levels shall be as follows:

Day patrol shift - one Resident State Trooper. On those days where there are no Resident State Troopers available due to training, time off (vacation, PL, sick, etc) or other circumstances, Police Officers shall be used to fill those vacancies.

Evening patrol shift - one Resident State Trooper and one Police Officer. On those days where there are no Resident State Troopers available due to training, time off (vacation, PL, sick, etc.) or other circumstances, Police Officers shall be used to fill those vacancies. However, on Friday and Saturday evenings where there are already two Police Officers scheduled there will be no requirement to fill the Resident State Trooper vacancy.

Resident State Trooper vacancies being filled by Police Officers to maintain minimum staffing will be done pursuant to the Rotation Card System as set forth in Appendix A.

ARTICLE XII **EXTRA DUTY**

Section 1.

The term "extra duty" for the purpose of this Article shall mean any and all duty in the geographical limits of the Town of Ellington other than regular road patrols and marine patrol. The term "extra duty" is synonymous to the term "special duty job".

Section 2.

The Town shall distribute “extra duty” opportunities to all employees of the bargaining unit in a fair and equitable manner. Extra duty shall be distributed as equally as possible consistent with the Rotating Card System set forth in Appendix A. Extra duty shall be offered to Police Officers first except in the following circumstances:

- a. Extra duty funded by State and/or Federal Grants (DWI enforcement, etc.) shall be offered on a basis of one (1) bargaining unit member for every two (2) Ellington State Resident Troopers;
- b. For extra duty at the Firemen’s Carnival, one assignment shall be designated for Resident State Troopers and the remaining assignments shall be designated for bargaining unit members; and
- c. All construction-related and all other road-related (down poles, etc.) extra duty shall be offered to bargaining unit members first and if after doing so there remains extra duty work to be assigned, it shall be offered to Resident State Troopers and Special Duty Police Officers, prior to offering such work to others.

Section 3.

Whenever possible extra duty shall be assigned on the regular monthly schedule.

Section 4.

Any “extra duty” work performed for the Town that is paid by the Town of Ellington or the Ellington Board of Education shall be paid at the regular straight time rate of pay and shall receive a minimum of four (4) hours of pay regardless of actual hours worked. SROs are, based on availability, given priority for Board of Education designated special events.

Section 5.

Any “private duty” work for which the Town is reimbursed by some party, other than the Town of Ellington or the Ellington Board of Education, Police Officers shall be paid at twice the employee’s rate of pay (aka “double time”) and shall be paid in increments of four (4) hours regardless of the actual hours worked (e.g.: four (4) hours or less equals four (4); greater than four (4) hours but eight (8) or less equals eight (8), etc.). The hours worked will be calculated in accordance with the Procedure/Agreement for Hiring Ellington Town Police Officers for Traffic Control at Highway Construction Sites/Special Events.

Section 6.

If an extra duty assignment is canceled with less than twenty-four (24) hour notice, the bargaining unit member assigned shall receive four (4) hours of pay at the appropriate rate.

Section 7.

Police Officers shall be required to use Town cruisers for extra duty and private assignments.

ARTICLE XIII

HOLIDAYS

Section 1.

The following shall be considered holidays and employees who work on these holidays shall be paid at the overtime rate for all hours worked, except on those days specified as premium (P) holidays, shall be paid at double time for all hour worked:

New Year's Eve (evening shifts)
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day (P)
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Eve (P) (evening shifts)
Thanksgiving Day (P)
Friday after Thanksgiving
Christmas Eve (4:00 p.m. to midnight)
Christmas Day (P)

Section 2.

The overtime rate shall be paid only for work performed on the actual date that the holiday occurs (e.g., if Christmas Day occurs on a Sunday, premium pay shall be paid for worked performed on Sunday not on Monday which may be the day other Town employees observe the holiday).

Section 3.

In the event a Police Officer works a shift on the evening proceeding a holiday, if such shift extends beyond midnight into the holiday only those hours worked beyond midnight and into the actual holiday shall be paid as having been worked on the holiday.

ARTICLE XIV

UNIFORM AND EQUIPMENT

Section 1.

The Town will supply Police Officers with their duty weapons including other related equipment; duty belt with magazine pouch, handcuff pouch, pepper spray and holder, baton and holder, handcuffs and other related equipment deemed necessary and appropriate by the Resident State Trooper Sergeant. The Town will supply all shoulder patches and sewn on badges as needed for Police Officer uniforms.

Section 2.

New employees must purchase the necessary uniforms and equipment upfront and must sign a statement stating that the employee understands that he/she must successfully pass their probation period and remain an employee in good standing for one (1) year from date of hire, whichever is latest, to be eligible for reimbursement from the Town for uniforms and equipment purchased as listed below. The employee must supply receipts for said purchases to the Town when requesting reimbursement. The necessary uniforms and equipment that must be purchased is as follows:

- 1 Winter Hat
- 4 Pants
- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 1 Winter Coat
- 1 Light Jacket
- 1 Ball Cap
- 1 Reflective Vest
- 1 Body Armor at State Bid List Cost
- 1 Raincoat

Models and styles of uniforms are specified in Appendix B.

Section 3.

The Town will pay each employee who works a minimum of twenty-four (24) patrol shifts per fiscal year a one thousand dollar (\$1,000) maintenance allowance per year, payable in July. The maintenance allowance may be used for the cost of cleaning, repairing, replacing worn uniforms as well as to cover lost/damaged equipment. The Town will reimburse each employee for the purchase of body armor that replaces their expired body armor at a cost consistent with the State bid list. For purposes of this article, patrol shifts shall include regularly scheduled assigned monthly shifts, DWI enforcement assignments, underage drinking enforcement assignments and other special enforcement shifts (such as speed or seat belt enforcement).

Section 4.

The parties agree that unless otherwise directed by a commanding officer due to legitimate safety concerns, Police Officers shall wear their body armor, unless assigned to Marine Patrol, Private Duty or Extra Duty shifts. Body armor must remain available to the Police Officer.

The Town will provide each Police Officer with use of one full locker.

To the extent that Police Officers are permitted to utilize shotguns while on duty, the Town shall provide ammunition for qualification and in order to arm such weapons. All Police Officers shall be required to qualify on any weapons they use at work.

Police Officers shall not be required to carry their gun, badge or identification while off duty. Police Officers may elect, and are allowed, to carry their issued weapon, badge and identification while off duty.

Officers are authorized to carry personally owned rifles (AR-15/M-4 platform chambered in .223 rem/5.56mm NATO) while on duty that have been approved by the Resident State Troopers' Supervisor. The Officer shall request written permission from the First Selectman or his/her designee to carry a personal firearm. Authorization to carry a personally owned rifle is contingent upon successfully completing an approved initial operator's course. To maintain approval to carry a personally owned rifle, officers shall successfully complete at least one training with the rifle annually.

ARTICLE XV

PAY RATE

Effective Date	Percentage Increase
July 1, 2019	2.75
July 1, 2020	2.75
July 1, 2021	2.75

Police Officers serving in the capacity of SRO shall be paid an hourly premium of \$2.30 for all hours worked as SRO.

ARTICLE XVI

COMPLETE AGREEMENT

It is understood and agreed that this Agreement, in addition to the side letter concerning past practices which is attached hereto as Attachment A and the Rotating Card System which is attached hereto as Appendix A, contains the complete agreement of the parties and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Town and the Union agree that each had a full opportunity to raise issues and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. Therefore, this Agreement is the exclusive agreement of the parties and supersedes any and all practices that have existed prior to the date the parties entered into this Agreement except for those practices that the parties have agreed will continue as set forth in this Agreement as well as in the side letter concerning past practices which is attached hereto as Attachment A and the Rotating Card System which is attached hereto as Appendix A.

ARTICLE XVII

TRAINING

Section 1.

All required and/or mandatory training shall be paid for by the Town. Employees may request additional job-related training and if approved by the Resident State Trooper Sergeant to ensure relevant and beneficial to the Town. Said training shall be paid for by the Town.

Section 2.

Police Officers shall be paid a minimum of four (4) hours at the appropriate regular hourly rate of pay to attend required or approved training.

Section 3.

The current practice of scheduling training during evenings and weekends shall be maintained.

When a Town cruiser is available, Police Officers shall be provided use of one in order to travel to and from required training.

The Town shall supply the qualification ammunition for all authorized equipment.

ARTICLE XVIII
MILITARY LEAVE

Military leave shall be granted to employees when required to serve a period on active reserve or National Guard duty in accordance with the requirements of the law.

Any regular employee who leaves the services of the Town to join the military forces of the United States of America, during the time of war or other national emergency, or who is inducted by the Selective Service, shall be entitled to a leave of absence, accumulation of seniority and re-employment rights in accordance with the requirements of the law.

ARTICLE XIX
RETIREMENT BENEFITS

Employees shall continue to be eligible to participate in the Town's Section 457 Deferred Compensation Plan.

After ten (10) years of service to the Town, a member in good standing who chooses to retire from police service will be eligible to receive a retirement badge and photo identification card depicting retirement status from the Town.

ARTICLE XX
OUTSIDE DUTIES

Bargaining unit employees shall not be required to perform the duties of other Town employees.

ARTICLE XXI
OUTSIDE EMPLOYMENT

Each Police Officer shall be permitted to hold employment outside that as an Ellington Police Officer.

ARTICLE XXII
MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- a. to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town;
- b. to establish or continue policies, practices and procedures for the conduct of Town business

and, from time to time, to change or abolish such policies, practices or procedures. To the extent that the Town modifies any of its policies which pertain to mandatory subjects of bargaining, the Town shall observe all requirements of collective bargaining prior to effectuating such policy change.

- c. to discontinue processes or operations;
- d. to select and to determine the number and types of employees required to perform the Town's operations;
- e. to employ, transfer, promote or demote employees, or to layoff, furlough, terminate for just cause or otherwise relieve employees from duty for lack of work or lack of funds or for other legitimate reasons;
- f. to prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees effected by them, including but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town;
- g. to create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Town agrees to negotiate with the Union regarding any significant impact which any such change may have on employee's wages, hours or other terms of employment.

ARTICLE XXIII

UNION BUSINESS LEAVE

Section 1.

One member of the negotiating committee shall be granted leave from duty with fully pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract, when such meetings take place during such officer's duty hours.

Section 2.

One Union Police Officer shall be granted leave from duty with full pay for all meetings between the Town (including the Resident State Trooper) and the Union for the purpose of processing grievances or for disciplinary matters, when such meetings take place during such Police Officer's duty hours.

ARTICLE XXIV

LEAVE OF ABSENCE

Section 1.

Upon approval from the Board of Selectmen, a member may take an unpaid leave of absence, for up to one (1) year.

An employee who has requested a medical Leave of Absence due to illness, injury or health condition will be required to provide documentation from the applicable health care provider establishing the need for the time off and the length of time needed. Employees will not be eligible to return to work after a medical leave without being medically cleared to do so by the treating physician. The Town may require the employee to see a physician, selected and paid for by the Town, to determine fitness for duty to allow the employee to perform the essential job functions of his/her job.

ARTICLE XXV **PERSONNEL FILES**

Section 1.

Employees shall be entitled, with one business day notice to the Town, to review their personnel files.

ARTICLE XXVI **INSURANCE BENEFITS**

To the extent that the Affordable Care Act (ACA) requires the Town to offer insurance benefits to eligible employees as defined by the ACA, the Town shall offer such eligible employees those insurance benefits as offered to full time Town employees not in bargaining units.

ARTICLE XXVII **SCHOOL RESOURCE OFFICER**

Section 1.

School Resource Officer (SRO) selection is guided by the Town's Position Description for School Resource Officer.

The work schedule will be determined by the Resident State Trooper Sergeant and available funding in the budget. Normal work hours for the SROs will be during the student school days and times (nominally 182 days per year, at nominally 7.5 hours per day to cover student hours plus some overlap) of the Ellington Public Schools, as assigned by the Resident State Trooper Sergeant.

Section 2.

If a SRO works the 182 schedule as described above, he/she may take up to 40 hours **unpaid** personal time off upon timely approval of the Resident State Trooper Sergeant. Requests for personal time off in excess of 30 hours in any contract year must be timely submitted, supported by cause, and approved by the First Selectman; conditions may apply.

When school is not in session, the SRO will be assigned by the Resident State Trooper Sergeant to Town responsibilities.

Section 3.

SRO's who are scheduled to work all student school days will receive a \$500 clothing and maintenance allowance, payable in January. SRO's scheduled to work less than all scheduled student school days shall receive a \$250 clothing and maintenance allowance payable in January.

In recognition of the special requirements and in lieu of other benefits, SROs shall be paid a premium as outlined in Article XV – PAY RATE. SRO premium shall apply only when serving in the capacity of SRO.

ARTICLE XXVIII
FITNESS FOR DUTY

Section 1.

Employee Health Maintenance: The importance of improving the health and safety conditions of employees is a vital concern of the Town. Not only is the physical and emotional wellbeing of employees an issue of concern, but there is significant legal and economic impact upon the Town as an employer.

Section 2.

Physical exercise programs are encouraged.

- (1) Employees are encouraged to participate in a regular physical exercise program to reduce stress and decrease the risks associated cardiovascular disorders.
- (2) Employees are cautioned to obtain prior clearance from a personal physician before engaging in exercise programs.

Section 3.

Returning to Duty: Medical certification is required. An employee on injury leave or sick leave may be required to submit a medical certificate signed by a physician indicating fitness for duty.

ARTICLE XXIX
DURATION

Section 1.

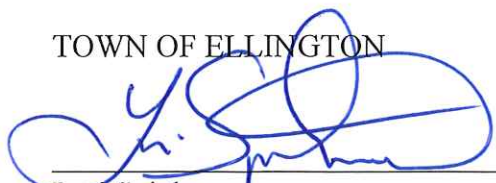
Except as otherwise provided herein, this Agreement shall be in full force and effect from July 1, 2019 until June 30, 2022.

Section 2.

No later than March 1, 2020, or any March 1 thereafter, either party may give written notice to the other party that it wishes to negotiate a successor Agreement to be effective not earlier than July 1 of the same year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this by their duly authorized representatives.

TOWN OF ELLINGTON



Lori Spielman
First Selectman

8-20-19

FOR THE UNION



Donald Bridge
President



John Miller
Staff Representative
ELLINGTON POLICE UNION
LOCAL #2693, COUNCIL #4
AFSCME, AFL-CIO

APPENDIX A
ROTATING CARD SYSTEM

All assignments becoming available after the issuance of the regular monthly schedule shall be distributed through the rotating card system. Each member shall submit a card no later than the twentieth (20th) of the month to the Resident Trooper or his/her designee. The card shall be signed and dated by the Resident Trooper or his/her designee.

Cards shall be distributed on the first (1st) of the month with the name and contact number on the card and must be returned no later than the twentieth (20th) for the following month (i.e., if you want to work extra shifts in the month of April, a card must be submitted by March 20th).

Police Officers shall place an "X" in the dates they would like to be considered for work. Those cards that have an "X" shall be placed in order to last call to earliest call. Officers may choose to enter "D" for days, "E" for evenings, "M" for midnights, both "D" and "E" or "X" for anything within that day.

A reasonable amount of time shall be allowed for the Police Officer to contact the office should he be unable to take the initial phone call for the assignment. If the phone call is not returned within a reasonable amount of time, the assignment may be offered to the next Police Officer in the rotation. A reasonable time shall be fifteen (15) minutes per day up to a total of two and one half (2-½) hours. For example a job that is scheduled for two (2) days away, the time to return a call would be thirty (30) minutes. For jobs less than twenty-four (24) hours away, calls may be made without any waiting period. Any Police Officer unavailable to answer the phone call or unable to return a call within the specified time shall maintain his/her position in the rotation, so long as the time to return a call is less than fifteen (15) minutes.

Extra duty assignments may be swapped on a one for one basis within the same pay week consistent with Article XI. Section 3.

APPENDIX B
UNIFORM CRITERIA

This appendix is meant to provide Ellington Police personnel with guidance when purchasing uniform items. This appendix may be updated from time to time by agreement between the Resident State Trooper Sergeant and the Ellington Police Union to accommodate changes in uniform designs or improved safety items. Other similar uniform items may be worn with the approval of the Resident State Trooper Sergeant.

- Long Sleeve Shirts – Blauer Model 8670 Dark Navy
- Short Sleeve Shirts – Blauer Model 8675 Dark Navy
- Short Sleeve Shirts (Pullover) – Blauer B. Cool Performance Model 8139 Dark Navy
- Long Sleeve High Visibility Yellow pullover – Blauer Model 8147 with “POLICE” (Black)
- Short Sleeve High Visibility Yellow pullover – Blauer Model 8137 with “POLICE” (Black)
- Long Sleeve Colorblock Performance Polo – Blauer Model 8133 Dark Navy w/Royal Blue with “MARINE PATROL” (Reflective) (Marine Patrol Only)
- Short Sleeve Colorblock Performance Polo Shirt – Blauer Model 8144 Dark Navy w/Royal Blue with “MARINE PATROL” (Reflective) (Marine Patrol Only)
- Pants – Blauer Model 8823 Dark Navy
- Shorts – Blauer Model 8842 Dark Navy (Marine Patrol or Private Duty Road Jobs)
- Winter Coat – 5.11 3-in-1 Reversible Hi-Vis Parka, Model 48033 or Blauer Model 9970
- Light Jacket – Blauer Model 4665
- Raincoat – Blauer Model 233R (short) or 733 (long)
- Reflective Vest – Blauer Model 343R-P or 339P with “POLICE”
- Ball Cap – Blauer Model 182-1 navy blue, or similar, with "ELLINGTON POLICE" or sewn on badge
- Winter Hat – Blauer Model 125 navy blue, or similar, with "ELLINGTON POLICE" or sewn on badge
- Body Armor (@ State Bid list cost)
- Outer Carrier Option for Body Armor
 - Blauer Armorskin Model 8370 Dark Navy
 - Blauer Long sleeve polyester Armorskin Base Shirt Model 8371 Dark Navy
 - Blauer Short sleeve polyester Armorskin Base Shirt Model 8372 Dark Navy

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made between the Town of Ellington ("Town") and the Ellington Police Union, Local #2693, Council #15, AFSCME, AFL-CIO ("Union"), collectively known as "the Parties".

This Agreement covers the correction of a mathematical error that was made in Section XV Pay Rate. The calculations represented in the "Hourly Rate" column are not consistent with the agreed upon 2.75% increase. As recommended by the Finance Office, the "Hourly Rate" column is eliminated in the 2019-2022 contract.

ARTICLE XV

PAY RATE

The 2019-2022 Contract will read as follows:

Effective Date	Percentage Increase
July 1, 2019	2.75
July 1, 2020	2.75
July 1, 2021	2.75

This Agreement shall become effective upon signing by both Parties, following any approval required by the Town and the Union.

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the above terms and conditions, have knowingly, voluntarily, and of their own free will, executed this Agreement as follows:

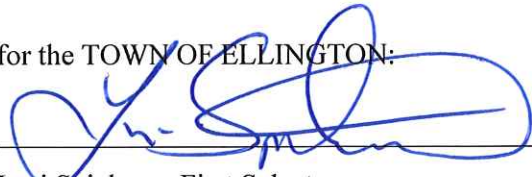
for the ELLINGTON POLICE UNION, LOCAL
#2693, COUNCIL #15, AFSME, AFL-CIO:



Donald Bridge, President

Date: 08/20/2019

for the TOWN OF ELLINGTON:



Lori Spielman, First Selectman

Date: 8-20-19