

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF EAST HADDAM

AND

**INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS LOCAL 394**

FOR THE PERIOD

FROM

JULY 1, 2017 THROUGH JUNE 30, 2020

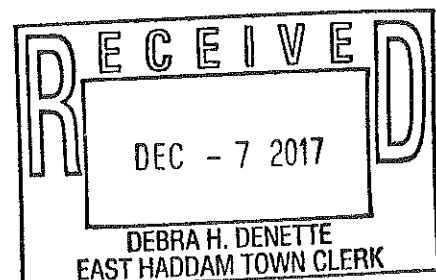


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PREAMBLE

This Agreement is entered into by and between the Town of East Haddam (hereinafter referred to as the "Town") and the International Brotherhood of Police Officers (hereinafter referred to as the "Union").

This Agreement has as its purpose the promotion of harmonious relations between the Town and the Union while at the same time recognizing the obligations of both parties to serve the public. This Agreement is hereby entered into this 7th day of ~~November~~ ^{DECEMBER}, 2017 by the Town and the Union.

ARTICLE I **RECOGNITION**

Pursuant to the certification by the Connecticut Board of Labor Relations in Decision No. 4921 (Case No. ME-32,326) dated September 8, 2016 and in accordance with and subject to the provisions of all applicable statutes of the State of Connecticut, the Town recognizes the International Brotherhood of Police Officers as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all regular full-time police officers and part-time police officers employed by the Town.

For purposes of this Agreement, full-time police officers shall be referred to as "full-time Town police officers" and part-time police officers shall be referred to as "part-time Town police officers", collectively they shall be referred to as "Town police officers."

A full-time Town police officer shall be defined as an officer who is regularly scheduled to work forty (40) hour per workweek.

A part-time Town police officer shall be defined as an officer who does not maintain a regular forty (40) hour workweek.

ARTICLE II **UNION SECURITY**

Section 2.0 All present Town police officers and all Town police officers who are hired after the effective date of this Agreement who do not voluntarily join the Union shall pay to the Union each month during the life of this Agreement, or any extension thereof, a service charge in an amount equal to the regular Union dues and/or other applicable fees.

Section 2.1 The Town agrees to deduct Union membership dues, or the service charge if elected by the Town police officers, once each month from the pay of those employees who individually and in writing authorize deductions. The amounts to be deducted shall be certified to the Town by the treasurer of the Union and the aggregate deductions of all Town police officers shall be remitted, together with an itemized statement, to the Union headquarters after such deductions are made once a month.

Section 2.2 The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE III **MANAGEMENT RIGHTS**

Section 3.0 Unless expressly limited by a specific section of this Agreement or laws of the State of Connecticut, the right, authority, powers and responsibilities of the Town as conferred by any general or special act of the legislature or any Town ordinance or regulation of the Town including but not limited to all control and direction over employees of the Town as well as the complete operational management of all facilities, policies and procedures used, shall remain vested solely and exclusively in the Town.

The Town shall retain the full and exclusive right to determine:

- a. the standard of quality, schedule of operation, work schedules, classifications of jobs, assignments of work and methods, processes and levels of productivity, or introduce new or improved methods, facilities, services and to extend, limit or curtail the operations or the number of employees, unless expressly limited by the specific terms of this Agreement or applicable law;
- b. the type, care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;
- c. the number and qualifications of Police Officers Standard and Training Council (POSTC) certified employees required to perform the Town's operations; and
- d. the content of job classifications.

The Town shall retain the full and exclusive right to employ, transfer or promote employees, or to lay off, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of Town except as provided in this Agreement or applicable law.

The Town shall retain the full and exclusive right to maintain and establish contracts and subcontracts for Town operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members, and shall be subject to the terms of this Agreement and applicable law.

The Town shall retain the full and exclusive right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town provided such rules and regulations are made known in a reasonable manner to the employees affected by them and are implemented in accordance with this Agreement and applicable law.

The Town shall retain the full and exclusive right to discharge, suspend or otherwise discipline employees for just cause, subject to the Union's right to grieve.

ARTICLE IV **HOURS OF WORK**

Section 4.0 The normal work week shall commence on Sunday at 12:00 a.m. and terminate on Saturday at midnight. A work cycle shall be seven (7) days.

No provision of this Agreement shall be construed as a guarantee by the Town of any amount of work in any period or of payment for any time not worked.

The parties agree and understand that any normal and regular work performed by Town police officers is to be completed during the Town police officer's scheduled work shift.

The parties agree that Town police officers may not extend their scheduled patrol shift or non-patrol assignments, except under the following circumstances:

- a. To either remain at the scene of a crime or the continuation of an investigation.

Town police officers should remain logged on the event until either his presence is no longer required or as determined by the First Selectman, Resident State Trooper or Duty Sergeant. Town police officers will document the case number on their time card causing the extension of their shift; if it was to remain at the scene of a crime or the continuation of an investigation (as set forth above), the officer should notify the Resident State Trooper via text message or the First Selectman of the need to remain at the event.

- b. When the Town police officer needs to stay on duty to complete reports, paperwork or other assignments not covered under paragraph 1 herein and he either notifies the Resident State Trooper or the First Selectman via text message or calls the Resident State Trooper (with a text message confirmation to the First Selectman).

Such notification shall not be required if the officer is otherwise advised by the Resident State Trooper or in his absence, the First Selectman (if the First Selectman is unavailable, the First Selectman's designee) that it is not necessary.

Section 4.1 The filling of open shifts and assignments shall be determined by the Resident State Trooper, or in his absence, the First Selectman (if the First Selectman is unavailable, the First Selectman's designee).

Part-Time Police Officers

There shall be two eight (8) hour patrol shifts per day as follows:

Day shift:	starting time:	0700 to 0900
	ending time:	1500 to 1700
Evening shift:	starting time:	1500 to 1900
	ending time:	2300 to 0300

Additional patrol shifts with starting and ending times different than the times set forth herein may be utilized on occasion by the Town, based on the needs of the Town.

Full-Time Town Police Officers

Full-time Town police officers shall work a forty (40) hour workweek.

Full-time Town police officers shall work a schedule that consists of four (4) ten (10) hour shifts during the workweek.

The workweek for all full-time Town police officers shall be from Sunday through Saturday.

Full-time Town police officers employed by the Town as of June 30, 2014 shall continue to work the day shift. Any full-time Town police officers hired by the Town on or after July 1, 2014 shall work either a day or evening shift, as determined by the Town.

The ten (10) hour day shift for full-time officers shall be as follows:

starting time:	0600 - 0700
ending time:	1600 - 1700

The ten (10) hour evening day shift for full-time officers shall be as follows:

starting time:	1400 - 1500
ending time:	Midnight – 0100

Adjustments to the patrol shifts listed above may be made by mutual agreement of the Resident State Trooper or in his absence, the First Selectman (if the First Selectman is unavailable, the First Selectman's designee) and the full-time Town police officer.

Additional patrol shifts with starting and ending times different than the times set forth herein may be utilized on occasion by the Town, based on the needs of the Town.

Section 4.2

Patrol Shifts

Full-time Town Police Officers will have the first opportunity to fill all:

- a. vacant patrol shifts that the Town decides to fill;
- b. open patrol shifts that the Town decides to fill;
- c. grant assignments; and
- d. additional shifts added by the Town on a rotating basis from the full-time classification seniority list.

In the event that a Town police officer needs to book off of his scheduled patrol shift, he must notify the Resident State Trooper or in his absence, the First Selectman (if the First Selectman is unavailable, the First Selectman's designee) a minimum of twenty-four (24) hours in advance of such book off (except if the book off is due to the police officer's illness, use of personal time (under Article XX) or an emergency).

In the event that a Town police officer is out of work due to a vacation day, personal day, sick day or other reason, it shall be at the Town's discretion whether to fill his/her vacant patrol shift for such day.

In the event that a Town police officer is unable to work a scheduled patrol shift due to illness or injury (as set forth above) the Town police officer must advise the Resident State Trooper or in his absence, the First Selectman (if the First Selectman is unavailable, the First Selectman's designee) in advance and the Town will determine if a fill-in will be called in to work

The decision to fill additional patrol shifts shall be determined by the Resident State Trooper or in his absence, the First Selectman (if the First Selectman is unavailable, the First Selectman's designee).

If the Town determines to fill a vacant or open patrol shift, the patrol shift shall first be filled by use of a full-time Town police officer on a rotating basis from the full-time classification seniority list.

If the full-time classification seniority list is exhausted and the vacant patrol shift, open shift or additional shift still exists, then part-time Town police officers will be provided the opportunity to work the shift on a rotating basis from the part-time classification seniority list.

In the event that the Town decides to fill a patrol shift and a Town police officer declines the assignment, he shall not lose his place on the applicable seniority list.

Section 4.3

School Board Assignments, Town Non-Patrol Assignments and Marine Safety Enforcement

For the job assignments listed under Article IV, Sections 4.3 A., B. and C., part-time police officers will have the first opportunity to fill these assignments on a rotating basis (applied separately to each section) from the part-time classification seniority list.

If the part-time police officer classification seniority list is exhausted and the assignment(s) is/are still available, then full-time Town police officers will be provided the opportunity to work the assignment(s) on a rotating basis from the full-time classification seniority list.

A. School Board Assignments

School Board Assignments are assignments based on requests from the East Haddam Board of Education (or Administration), such as, but not limited to interscholastic and intra-scholastic sport events, school dances and graduation ceremonies.

B. Town Non-Patrol Assignments

Town non-patrol assignments shall be defined as Town paid extra duty assignments that have regularly and customarily been covered by Town police officers. Examples of Town paid extra duty assignments that have regularly and customarily been covered by Town police officers are:

1. Fife and Drum
2. Taste of East Haddam
3. Music on the River
4. Moodus Tree Lighting

In the event that a non-patrol assignment exceeds the Town's ability with respect to either; (a) a lack of sufficient Town police officers who volunteer for the assignment; and/or (b) due to the magnitude of the event, the Resident State Trooper shall be responsible for the assignment. This provision shall not be viewed as limiting the authority of the Resident Troopers or their supervisors as employees of the State Department of Emergency Services and Public Protection, Division of State Police and particularly with regard to state roads, state events, etc. or under Connecticut General Statutes Sections 7-284, 29-5, 29-7 or other applicable statutes.

C. Marine Safety and Enforcement

The Town and the Union recognize that Marine Safety and Enforcement requires two (2) people during such assignments.

Marine Safety and Enforcement may be staffed with one (1) boat operator in conjunction with a Town police officer in the event that a Town police officer is unavailable to fill both Marine Patrol positions.

Boat operators shall not be considered members of the bargaining unit.

In the event that a Town police officer is scheduled for Marine Safety and Enforcement, the Town police officer will be compensated for Marine Safety and Enforcement duty at his regular hourly rate of pay.

Section 4.4

Process of Filling Open Shifts and Assignments

All additional, vacant and/or open shift assignments needing to be filled, as determined by the Resident State Trooper or in his absence, the First Selectman (if the First Selectman is unavailable, the First Selectman's designee) will be done on a rotating basis (based on classification seniority or department seniority (where applicable)) by use of the following process:

The full-time officer who agrees to perform the duty of filling shifts will make contact with each Town police officer individually.

Should a Town police officer not immediately answer their phone/text the next police officer on the applicable seniority list will be contacted.

The Town police officer will be allowed fifteen (15) minutes from the time of the call/text message to advise the full-time officer who agrees to perform this duty if he accepts or rejects the assignment.

Nothing herein shall prohibit the full-time officer who agrees to perform this duty from calling the next Town police officer on the applicable seniority list, however, such Town police officer cannot be assigned the work until the expiration of the fifteen (15) minute period for the previous Town police officer. This procedure will be followed until the applicable seniority list is exhausted.

Section 4.5

Private/extra duty assignments

Private/extra duty assignments shall be defined as non-patrol assignments for which a Town police officers services are being charged by the Town to an outside party.

The full-time officer who agrees to perform this duty will administer private/extra duty assignments.

Private/extra duty assignments, such as highway construction assignments, will be assigned by the full-time officer on a rotating basis from the department seniority list for all full-time and part-time officers.

Section 4.6

Grant Assignments

The term “grant” assignments for purposes of this Agreement shall mean: assignment of shifts for which the Town is reimbursed under an official grant program. Examples of grant assignments are DUI and speed enforcement.

Grant assignments shall be filled by use of a full-time Town police officer on a rotating basis from the full-time classification seniority list. If the full-time classification seniority list is exhausted then part-time Town police officers will be provided the opportunity to work the grant assignment on a rotating basis from the part-time classification seniority list.

Grant assignments shall be paid at time and one-half the Town police officers’ hourly rate of pay (not retroactive).

Section 4.7

Emergency Assignments

The term “emergency assignments” for purposes of this Agreement shall mean assignments caused by:

- a. acts of God;
- b. accidents; or
- c. where public safety is endangered.

Such work shall include non-patrol assignments for which a Town police officer’s services are either being charged by the Town to an outside party or paid for by the Town, if the work falls within the definition of emergency assignments and requires the immediate assignment of police personnel.

All emergency assignments will be assigned on a rotating basis from the department seniority list for all full-time and part-time officers. Town police officers shall have the right of first refusal on all emergency assignments, provided he can be at the site of the emergency within a reasonable period of time. Availability of Town police officers may be determined by leaving a message on a Town police officer’s voice mail or answering machine. Such message satisfies the right of first refusal.

Emergency assignments shall be authorized by Troop K, the Resident State Trooper or the First Selectman (if the First Selectman is unavailable, the First Selectman’s designee).

In the event that an additional shift, private duty job, grant job or non-patrol assignment is offered to a Town police officer and he/she cannot fill it since it is during his/her regular shift, he/she shall not lose his/her place on the applicable classification seniority list.

In the event that the Town decides to fill a Town non-patrol assignment (as set forth under Article IV, Section 4.3 B.) and a Town police officer declines the assignment, he shall not lose his place on the applicable seniority rotation list.

Section 4.8 Town Police officers may swap or exchange their regularly assigned patrol shifts with another Town police officer on a one-for-one basis within the same calendar month, provided it does not interfere with other Police operations or result in overtime. All shifts assigned through the rotation process may not be swapped or exchanged. If a police officer cannot work a job that was originally assigned to him through the rotation process, then the job will be placed back in the appropriate rotation process.

Town Police officers shall notify the Resident State Trooper or in his absence, the First Selectman (if the First Selectman is unavailable, the First Selectman's designee) no less than twenty-four (24) hours prior to the swap, except in cases of emergency, where as much advance notice as possible must be provided to the Resident State Trooper or in his absence, the First Selectman (if the First Selectman is unavailable, the First Selectman's designee).

Swaps shall not be routinely made between Town police officers as to circumvent the work schedule. In the event that the Town believes that swaps are being made in circumvention of the work schedule, the swap will be denied at the time of submission.

No additional cost in any respect shall be imposed upon the Town due to such swaps. Accordingly, if the swap will result in overtime caused by the swap, it shall not be approved.

No shift shall remain unfilled as a result of a swap. In the event that a shift is unfilled due to a swap, the Town police officer who fails to fill the swap shall lose swapping privileges for a period of thirty (30) days from the date that the shift went unfilled.

Section 4.9 No Town police officer shall work more than eighteen (18) hours within a twenty-four (24) hour period. The Union and Town recognize that emergency situations arise and that the Resident State Trooper, the First Selectman or their respective designee may authorize a Town police officer to extend beyond eighteen (18) hours within a twenty-four (24) hour period.

ARTICLE V **PROBATION**

Section 5.0 During the first three hundred sixty-five (365) days of consecutive employment, Town police officers shall be considered probationary employees, provided, however, if a Town police officer worked as a part-time Town police officer immediately prior to being hired for a full-time Town police officer position, the probationary period for such Town police officer shall be one hundred eighty (180) days of consecutive employment.

Discipline of probationary employees who were not previously part-time Town police officers shall not be covered by the grievance and arbitration provisions of this Agreement.

If at any time either during or at the conclusion of the probationary period of a full-time Town police officer who immediately prior to holding such position was employed by the Town as a part-time Town police officer the Town decides to no longer employ him as a full-time Town police officer the Town will offer him a part-time Town police officer position. Such decision by the Town shall not be subject to the grievance procedure. However, if the Town decides to terminate the full-time Town police officer for disciplinary reasons, he may avail himself of the grievance procedure set forth herein.

Section 5.1 The Town shall be the sole judge of whether an individual has satisfactorily completed the applicable probationary period. Accordingly, the Town shall be the sole judge on:

- a. whether to terminate a three hundred sixty-five (365) day probationary period Town police officer; and
- b. whether to no longer employ a one hundred eighty (180) day probationary period Town police officer as a full-time Town police officer.

The Town's decision shall not be subject to the grievance procedure.

Additionally, a one hundred eighty (180) day probationary period Town police officer may be terminated for just cause, however, such decision is subject to the grievance procedure.

ARTICLE VI **SENIORITY**

Section 6.0 Department Seniority

Department seniority shall be defined as the length of continuous service from the Town police officers most recent date of hire regardless of full-time or part-time status. In the event that two (2) or more officers have the same department seniority date (as defined herein) the officer who commenced work on the earlier (or earliest, if applicable) date shall be considered more senior. This will be considered the department seniority list.

Classification Seniority

There shall also be a separate seniority list of full-time and part-time Town police officers for purposes of assignments (defined as classification seniority), except where department seniority is specifically referenced under the contract language in question. Classification seniority will also apply in accordance with the Town's determination of layoffs and recall under Article VI, Section 6.8.

Section 6.1 A Town police officer's continuous service shall be broken, and his seniority lost for any of the following reasons:

- a. Voluntary resignation.
- b. Unexcused absence from work for five (5) consecutive shifts or thirty (30) days without notice and written approval of the First Selectman or his designee.
- c. Discharge (unless reinstated to his position and seniority is restored as a result of a decision by either the Connecticut Board of Labor Relations or the Connecticut Board of Mediation and Arbitration).
- d. Layoff for eighteen (18) months.
- e. Any employee who is absent from work for a period of eighteen (18) months, for any reason, including but not limited to an absence covered by the Workers' Compensation Act, will be required to submit a note from his/her treating physician stating that (s)he will be able to return to work, without restrictions, within ninety (90) calendar days. If the employee's treating physician states that (s)he will be able to return to work, without restrictions, within ninety (90) calendar days and the Town's doctor concurs with the employee's treating physician, the employee's job will remain open. If, however, the Town's doctor does not concur with the employee's treating physician, the employee's treating physician and the Town's physician will agree upon a physician who will examine the employee to determine if (s)he will be able to return to his/her position, without restrictions, within ninety (90) calendar days. If it is determined that the employee will not be able to return to his/her position within ninety (90) calendar days, his/her employment with the Town will be separated. Further, it is understood that if it is determined at any time during the employee's absence that (s)he, because of his/her injury, will never be able to perform the essential functions of his/her position, his/her employment with the Town will be separated.

Nothing shall prohibit an employee whose employment with the Town is separated pursuant to this section from reapplying for a position with the Town in the future.

Section 6.2 No three hundred sixty-five (365) day probationary period Town police officer shall attain seniority rights under this Agreement until he has completed the probationary period as provided in Article V.

Accordingly, three hundred sixty-five (365) day probationary period Town police officers shall acquire seniority upon completion of the probationary period, as provided in Article V and thereafter, their seniority shall be dated from the first day of the probationary period. One hundred eighty (180) day probationary period Town police officers maintain their original seniority date.

Section 6.3 There shall be no super seniority for union officers or stewards.

Section 6.4 The seniority list shall be provided annually to the Union in January. If there is no dispute as to the seniority dates of bargaining unit members, the seniority list shall be posted on the bulletin board. The initial seniority list as agreed by the Union and the Town is attached to this Agreement as Appendix B.

Section 6.5 Three hundred sixty-five (365) day probationary period employees shall be entitled to all other benefits of this Agreement during his/her probationary period that they meet the eligibility requirements for prior to attainment of full seniority rights except any discipline and/or discharge of such probationary period employees shall not be subject to the grievance procedure set forth in Article VII. One hundred eighty (180) day probationary period Town police officers maintain their rights to benefits during their probationary period.

Section 6.6 No three hundred sixty-five (365) day probationary period employee shall attain seniority rights under this Agreement until he/she has completed the probationary period as provided in this Agreement. One hundred eighty (180) day probationary period Town police officers maintain their original seniority date.

Section 6.7 Once a three hundred sixty-five (365) day probationary period Town police officer completes his/her probationary period, he/she may not be discharged or disciplined except for just cause. A one hundred eighty (180) day probationary period Town police officers may only be discharged for just cause during his probationary period.

Section 6.8 In the event of a layoff, the Town shall determine which classification of police officer(s) shall be impacted by the layoff (part-time or full-time); seniority within the impacted classification shall then prevail in regard to the officer selected for layoff (lowest to highest) and recall (highest to lowest).

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 7.0 A "grievance" shall be defined as a claim by either the Town or employee that there has been a violation of specific terms of this Agreement.

Section 7.1 The term "days" means days that the Town hall is open.

Section 7.2 Grievances shall be handled in the following manner:

Step 1. Except for grievances that have or potentially can have an economic impact on the Town, the Union steward shall present the grievance in writing to the Resident State Trooper not later than ten (10) days of either the actual occurrence or when the aggrieved should have reasonably become aware of the alleged violation.

Any grievances that have or potentially can have an economic impact on the Town shall be filed at Step 2 of the grievance procedure within the ten (10) day timeframe set forth above.

Failure to present a grievance in writing within this time limit shall constitute a waiver of the right to file same. The Resident State Trooper or his designee shall meet with the Union within

ten (10) days after receipt of such written grievance. The Resident State Trooper or his designee shall render his decision in writing within ten (10) days after such meeting.

Additionally, if the grievance involves either a verbal warning (reduced to writing) or a written warning imposed by the First Selectman, or his designee, then the Union may, at its option, proceed directly to Step 2 of the grievance process not later than ten (10) days of either the actual occurrence or when the aggrieved should have reasonably become aware of the alleged violation.

Step 2. If the grievance is filed at step 1 and not settled at Step 1, the Union may present the grievance in writing to the First Selectman or his designee within ten (10) days after the grievance was denied at step 1.

If the grievance is filed at Step 2 (as set forth above) the First Selectman or his designee shall meet with the Union within ten (10) days after receipt of such written grievance. The First Selectman or his designee shall render his decision in writing within ten (10) days after such meeting.

Step 3 (For grievances involving termination or a suspension of thirty (30) days or more). For grievances involving termination or a suspension of thirty (30) days or more, if the grievant or the Union is not satisfied with the decision rendered at Step Two, then the Union may, within fifteen (15) days of the decision at Step Two, submit the grievance to the American Arbitration Association, with a copy to the other party. By mutual, written agreement of the parties, the Connecticut State Board of Mediation and Arbitration may be used in lieu of the American Arbitration Association. The arbitrator shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Town, the employee(s) and the Union. The arbitrator's award shall be final and binding as provided by law. He shall be bound by and must comply with all terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement. Cost of arbitration shall be equally borne by the Town and the Union. It is understood that each party is responsible for its own costs of legal counsel, expert witnesses and other expenses not normally considered the mutual responsibility of both sides.

Step 3 (For grievances involving verbal warnings (reduced to writing), written warnings or suspensions of less than thirty (30) days). For grievances involving verbal warnings (reduced to writing), written warnings or suspensions of less than thirty (30) days, if the grievant or the Union is not satisfied with the decision rendered at Step Two, then the Union may, within fifteen (15) days of the decision at Step Two, submit the grievance to the Connecticut State Board of Mediation and Arbitration, with a copy to the other party. The arbitrator(s) shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Town, the employee(s) and the Union. The arbitrators' award shall be final and binding as provided by law. He shall be bound by and must comply with all terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement. Cost of arbitration shall be equally borne by the Town and the Union. It is understood that each party is responsible for its own costs of legal counsel, expert witnesses and other expenses not normally considered the mutual responsibility of both sides.

Section 7.3 If the Town fails to answer a grievance within the time specified, the grievance shall proceed to the next step. If the Union does not submit a grievance to the next higher step in the above procedure within the time periods set forth above, it shall be deemed withdrawn.

Section 7.4 The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible and as quickly as possible to ensure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amiable solution.

ARTICLE VIII **DISCHARGE AND DISCIPLINE**

Section 8.0 All disciplinary actions shall be for just cause.

Section 8.1 Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows (however, any of the aforementioned may be independently invoked by the Town for just cause):

- a. Verbal warning (reduced to writing).
- b. Written warning.
- c. Suspension without pay.
- d. Discharge.

Section 8.2 All notices of disciplinary action must be in writing to the Town police officer, with a copy to the Union President and the Union office.

Section 8.3 Verbal and/or written warnings shall not be used for further discipline after eighteen (18) months from the date of the initial warning, provided there has been no additional disciplinary action(s) or warning(s) since the date of the initial warning.

Section 8.4 All disciplinary action of non-probationary employees shall be subject to the grievance procedure set forth in Article VII. Discipline of one hundred eighty (180) day probationary period employees shall also be subject to the grievance procedure set forth in Article VII.

Section 8.5 The First Selectman or his Town designee is authorized to impose discipline.

Section 8.6 A union member shall be entitled to Union representation at any interrogation in which the union member believes discipline may result.

The union member may have a union attorney present at any interrogation, if the union attorney is available within seventy-two (72) hours from the time that the union member is informed of the interrogation.

ARTICLE IX

MISCELLANEOUS

Section 9.0 All Town police officers shall be required, as a condition of continued employment, to participate in testing for drugs and alcohol, in accordance with Article XIV of this Agreement.

Section 9.1 The Town agrees to pay all mandatory training required by the POSTC of the State of Connecticut and all training required to maintain a Town police officer's medical certification to meet the requirements of the department's Medical First Responder status, provided the Town requires Medical First Responder status.

The Town will pay for non-POSTC required training where such training is deemed necessary or appropriate in the professional development of a Town police officer by the First Selectman.

Section 9.2 The Town shall have the right, for good cause, to require employees to undergo physical fitness testing to ensure their fitness for duty, in accordance with the Town's fitness for duty policy. Prior to requiring any employee to undergo physical fitness testing, a physical fitness testing policy will be negotiated between the parties.

Section 9.3 The Town shall give to each present Town police officer and to each new Town police officer when he/she is hired, a copy of this contract.

Section 9.4 The Town agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slowdown, or work stoppage during the term of this Agreement.

Section 9.5 No part or portion of the of East Haddam Personnel Policy shall be applicable to the Union where such part or portion thereof conflicts with any rights guaranteed to Union members by this Agreement, or by applicable law.

Section 9.6 Training and re-certification of Town police officers shall remain up to date and shall be the responsibility of the Town. Town Police officers shall be trained and certified pursuant to POSTC standards.

Section 9.7 The Town agrees to provide to the Union and all members of the bargaining unit up to date copies of all East Haddam Town police officer rules and regulations and the Resident State Trooper A&O Manual. Except for terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act and/or are contained within this Agreement, Town police officers shall be subject to adhering to applicable provisions of the Resident State Trooper A&O Manual.

Section 9.8 A Town police officer, who is required to appear during his/her off duty hours in court or any hearing, inquiry, state's attorney's, federal prosecutor's or a magistrate's interview and/or deposition for any reason related to their official duties as an East Haddam Town police officer, shall be paid either four (4) hours of straight time pay or time and one-half (1½) his/her

regular hourly rate, whichever is greater, for such period of time period provided that it does not overlap scheduled duty hours.

The aforementioned language shall not apply to grievance/arbitration meetings, mediation or hearings, State Board of Labor Relations hearings and/or Connecticut Commission on Human Rights and Opportunities proceedings, unless the Town police officer is required or subpoenaed by the Town to attend such proceeding.

Where such Town police officer also receives witness or any other fees required by law for their attendance, the Town police officer shall endorse any such monies to the Town.

Section 9.9 In the event that a Town police officer is named a defendant in a civil action claiming damages for false arrest and/or abuse of power occurring during the performance of his official duties and within the scope of his employment and not resulting from his willful or wanton act, the Town shall provide counsel to defend such lawsuit and pay any final judgment obtained therein against such Town police officer. The Town shall post any bonds needed to release any attachments made upon the Town police officer's property as a result of said suit.

Section 9.10 In the event that a Town police officer is named a defendant in a civil action claiming damages for false arrest and/or abuse of power occurring during the performance of his official duties and he is found to have acted outside the scope of his employment or in a willful or wanton matter, then he shall reimburse the Town for all costs, including legal fees, which were incurred in defending such lawsuit. The Town shall not be responsible for paying any final judgment therein against such Town police officer.

Section 9.11 Employees shall receive a copy of all communications that are to be entered into their personnel files and shall be afforded the opportunity to initial such communications prior to entry. Any communication that is in the nature of a complaint, charge or allegation for which no action has been taken shall not be used for disciplinary purposes not later than one (1) year from the date of entry. Nothing contained herein shall require the Town to destroy or remove from its official records any written document which constitutes a public record or which the State Attorney or Chief Prosecutor's office wants kept in the Town's files.

Section 9.12 Town police officers shall not be prohibited from wearing facial hair, in accordance with the parameters set forth below. All permissible facial hair must meet the OSHA Fit Test standard 1010.134 for wearing a medical respirator.

Sideburns

- Sideburns will be neatly trimmed and shall not extend downward beyond the lowest part of the ear.
- The bottom of sideburns shall present a cleanly shaved horizontal line.
- Sideburns will be uniform in width without flaring.

Mustaches

- Mustaches will be neatly trimmed.
- Fu-Manchu, handlebar or waxed mustache styles are not authorized.
- The mustache shall not extend beyond the corners of the mouth by more than 1/2" and any portion extending beyond the corners of the mouth will not fall below a line drawn parallel to the bottom of the lower lip.
- Mustaches will not extend down over the upper lip, "walrus"-style.

Beards

- Beards are not authorized.

Section 9.13 Any written information pertaining to a union member cannot be released to the public without prior notification in writing to the union member, provided that this provision shall not be deemed to contradict any provision of the Freedom of Information Act.

Section 9.14 The First Selectman or his designee shall be empowered to investigate any case of a complaint against a Town police officer. Unless a complaint alleges a crime has been committed by the Town police officer, the Town police officer shall be notified orally, within twenty-four (24) hours of any complaint brought against him with the First Selectman. Written notification by certified, registered letter or hand delivered letter to the Town police officer shall take place within ten (10) calendar days of receipt of the complaint.

The investigation shall be concluded within a reasonable period of time, not to exceed sixty (60) calendar days. Once the investigation is complete, the Town police and his Union representative will be notified and what actions, if any, will be taken by the Town. Such action, if any, shall be subject to the grievance and arbitration procedure set forth herein under Article VII.

Section 9.15 All bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

Section 9.16 Employees shall normally be paid on Thursdays on a bi-weekly basis.

In the event of a holiday on a Monday, Tuesday or Wednesday during a week that contains a pay day, the pay day for such bi-weekly pay period shall be on Friday.

ARTICLE X **STABILITY OF AGREEMENT**

Section 10.0 This Agreement may be amended at any time by agreement, in writing, of the Town and the Union.

Section 10.1 No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto, unless made and agreed to in writing by both parties.

ARTICLE XI
EQUAL EMPLOYMENT OPPORTUNITY

Section 11.0 The Town will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The Town will not discriminate in respect to hire, tenure of employment or any other term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union.

An alleged violation of this provision of the collective bargaining agreement shall not be subject to step 3 of the grievance and arbitration procedure set forth in Article VII.

ARTICLE XII
ADMINISTRATIVE DUTIES

Section 12.0 Administrative duties will be performed and shared by full-time officers who elect to participate in such duties. On or about July 1st, on an annual basis, a full-time officer designated by the Union shall provide the Resident State Trooper and the First Selectman with a list of the administrative duties performed by each participating full-time officer. Written updates throughout the year advising the Resident State Trooper and First Selectman of any changes to administrative duties shall also be provided by the Union's designee.

Remuneration for performing the agreed upon administrative duties shall be in accordance with Appendix C.

ARTICLE XIII
RATES OF PAY, PRIVATE DUTY AND OVERTIME

Section 13.0 The rates of pay for all full-time and part-time officers is set forth in Appendix C.

Section 13.1 The Town shall charge a private duty rate-for private/extra duty work performed by Town police officers. The private duty rate shall be as set forth Appendix C.

Section 13.2 Bargaining unit members assigned to private/extra duty assignments shall receive a minimum of four (4) hours pay (three (3) hours for School Board Assignments and Town Non-Patrol Assignments) regardless of the actual hours worked.

If an assignment is canceled with less than eight (8) hours' notice (four (4) hours for School Board Assignments), then the bargaining unit member shall receive four (4) hours pay (three (3) hours pay for School Board Assignments and Town Non-Patrol Assignments), unless the assignment is paid for by the Town.

Except for changes to the private duty rate for the applicable contract year (as set forth under Appendix C), the private duty form used by the Town may not be changed at any time without prior written authorization from the First Selectman.

Section 13.3 Overtime is defined to include all hours worked (excluding private/extra duty, emergency assignments and grant work) in excess of forty (40) hours in one workweek. Time and one-half shall be paid for all hours worked in excess of forty (40) hours during a workweek. Overtime shall be assigned by the Resident State Trooper or the First Selectman.

Section 13.4 Employees who are required to return to duty for any reason shall be paid for not less than two (2) hours work at the appropriate rate.

Section 13.5 The Town, in its discretion, may offer compensatory time in lieu of overtime pay. If compensatory time is offered by the Town in lieu of overtime pay, the impacted Town police officer shall have the sole discretion whether to accept compensatory time.

Compensatory time shall be earned at the same rate as overtime (e.g. - 1.5 hours of overtime = 1.5 hours of compensatory time).

Employees may accumulate compensatory time to a maximum of sixty (60) hours per contract year.

All compensatory time earned during a contract year must be used by June 30th of such contract year. Any compensatory time not used by June 30th, will be paid to the employee by July 15th of the ensuing contract year (based on the wage rate in effect at the time the compensatory time was earned).

ARTICLE XIV

DRUG AND ALCOHOL TESTING/SUBSTANCE ABUSE

Section 14.0 It is the policy of the Town of East Haddam that the use of illegal drugs and/or the abuse of alcohol are strictly prohibited.

All Town police officers must refrain from the use of illegal drugs and/or reporting to work or consuming alcohol while at work; failure to do so shall be just cause for discipline, up to and including discharge.

All Town police officers shall be subject to reasonable suspicion and random drug testing in accordance with Section 14.3 below administered by the Town's outside vendor.

Section 14.1 "Illegal Drugs" shall be defined as drugs that are considered illegal under state and/or federal law and prescription drugs that are not prescribed to the individual in question.

"Alcohol" shall be defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

A blood alcohol level of .02 or greater is prohibited while the employee is on duty.

A refusal to submit to a drug or alcohol test shall be considered a positive test result for purposes of Section 14.3 below. Refusal to be tested is defined as any of the following actions:

- a. Refusal or failure to participate in a drug or alcohol test;
- b. Refusal or failure to submit to the testing facility within the required time; or
- c. Clearly obstructing the testing process in a manner that prevents the completion of the test as determined by the collector, which includes failure to provide a specimen to the collector as required.

Section 14.2

- A. **Reasonable Suspicion Testing:** Employees may be asked to submit to a drug and/or alcohol test if the Town has reason to believe that the behavior and/or appearance, speech, or body odor of the employee may indicate drug and/or alcohol use. Testing for reasonable suspicion will be based on specific, contemporaneous, distinct observations as set forth below.

Circumstances which constitute a basis for determining reasonable suspicion may include:

- Direct observation of drug or alcohol use;
- The employee's body shows evidence of drug use (e.g. track marks);
- The employee is found to be in possession of drugs or alcohol while on duty;
- Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
- The presence of symptoms of drug and/or alcohol use (e.g. glassy eyes, blood shot eyes, the odor of alcohol on the breath, slurred speech, poor coordination and/or reflexes).

The required observation for alcohol and/or illegal drug use shall be made by a trained supervisor and confirmed by a second trained supervisor. For purposes of this Article, supervisors shall include the Resident State Troopers, the First Selectman and the Administrative Officer.

- B. Random Drug Testing shall be administered by a system and method adopted by the outside vendor, a copy of which shall be provided to all employees.

- C. Drug testing administered by the outside vendor shall utilize a reliable methodology, which produced a positive result and such positive test result was confirmed by a second urinalysis drug test, which was separate and independent from the initial test, utilizing a gas chromatography and mass spectrometry methodology or a methodology which has been determined by the Commissioner of Public Health to be as reliable or more reliable than the gas chromatography and mass spectrometry methodology.

Section 14.3 In the event an employee's test is positive for the use of illegal drugs or contains a blood alcohol level of .02 or greater, the following procedure will apply:

- On the first occasion, the employee shall not be scheduled for a period of thirty (30) calendar days.
- On the second occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete the rehabilitation program, the employee shall be discharged.

Section 14.4 In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall be immediately placed on unpaid leave.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall not be subject to discipline as a first offense. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of a full-time rehabilitation program and the employee's continuing participation in a follow-up program.

"Voluntary disclosure" for purposes of this section shall mean that the employee discloses that he/she has a problem with drug or alcohol dependency prior to the commencement of: (1) disciplinary action; (2) an internal investigation; or (3) the employee was involved in an accident.

Upon reinstatement, an employee with previous drug and/or alcohol dependency shall submit to drug and alcohol testing bi-monthly for the first twelve (12) months and quarterly for the next twelve (12) months. The employee must submit to drug and alcohol testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use of an illegal drug or alcohol. A positive test (within two (2) years) after reinstatement is just cause for discharge and shall result in the employee's discharge.

ARTICLE XV

CLOTHING AND EQUIPMENT

Section 15.0 The Town shall provide each Town police officer with the necessary clothing and equipment related to their duties. An allotment of \$600.00 per part-time Town police officer and \$1,000.00 per full-time Town police officer will be allocated per contract year for the purchase of uniform and equipment items on the pre- approved list set forth under Appendix A.

Section 15.1 Town police officers shall be trained in any new and updated equipment prior to its mandatory implementation.

Section 15.2 Uniforms and issued equipment damaged in the line of duty will be replaced by the Town at no charge to the Town police officer.

Section 15.3 The Town will provide uniform and cleaning maintenance service for Town police officers.

ARTICLE XVI **HOLIDAYS**

Section 16.0

a. Full-time Town police officers shall receive ten (10) hours of holiday pay for the following holidays (regardless of whether the Full-time Town police officer works on the holiday):

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- 4th of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

b. In addition to the paid holiday time for full-time officers set forth above, full-time and part-time Town police officers will receive time and one-half (1½) their regular rate of pay for all hours worked on the following holidays based on the number of hours worked by the Town police officer on the holiday:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- 4th of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

- c. Full-time and part-time Town police officers will receive time and one-half (1½) their regular rate of pay for all hours worked during the evening shift on Christmas Eve and/or New Year's Eve based on the number of hours worked by the officer during the applicable evening shift.

ARTICLE XVII

FUNERAL LEAVE

Section 17.0 In the event that a Town police officer is scheduled to work and there is a death in the Town police officer's immediate family, the Town police officer shall be granted up to three (3) work days (thirty (30) hours) of paid time off to be used on consecutive scheduled work days (if the officer is scheduled to work less than three (3) consecutive days, he shall receive paid time off for the consecutive days (or day) that he is scheduled to work).

Immediate family shall be defined as the Town police officer's spouse, child, parent, sister and/or brother.

Section 17.1 In the event that a Town police officer is scheduled to work and there is a death of the Town police officer's mother-in-law and/or father-in-law, the Town police officer shall be granted up to two (2) work days (twenty (20) hours) of paid time off to be used on consecutive scheduled work days (if the officer is scheduled to work less than two (2) consecutive days, he shall receive paid time off for the day that he is scheduled to work).

Section 17.2 In the event that a Town police officer is scheduled to work and there is a death of the Town police officer's niece, nephew, grandfather, grandmother and/or grandchild, the Town police officer shall be granted one (1) work day of paid time off for attendance at the funeral or service.

Section 17.3 Funeral leave may only be used in full ten (10) hour day increments.

Section 17.4 Additional leave may be granted by the Town at the discretion of the First Selectman.

ARTICLE XVIII

MILITARY LEAVE

Section 18.0 The Town shall provide military leave to eligible Town police officers in accordance with the requirements of all applicable state and federal laws.

ARTICLE XIX

INSURANCE AND RETIREMENT

Section 19.0 Life Insurance and Accidental Death and Dismemberment insurance shall be provided to all full-time Town police officers after three (3) months of service in the amount of sixty thousand dollars (\$60,000.00).

Life Insurance and Accidental Death and Dismemberment insurance shall be provided to all part-time Town police officers after three (3) months of service in the amount of ten thousand dollars (\$10,000.00).

Section 19.1 All Town police officers are entitled to participate in the Town of East Haddam's Group Retirement Plan in accordance with the plan's eligibility requirements. Employees may contribute a percentage of their salary. The Town will match up to five percent (5.0%) of the employee's contribution.

Section 19.2

- A. The Town shall provide eligible employees with health insurance coverage as set forth below with the applicable premium shares set forth in Article XVI, subsection F.

Option A:

Effective January 1, 2018 a High Deductible Health Plan (HDHP) with \$2,000/\$4,000 deductible. Excess of deductible 100% in network, 80% out of network, \$4,000/\$8,000 cost share maximum.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$0.00 Generic/ \$15 Brand Name/ \$30 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Effective January 1, 2018 the Town will fund 45% of the deductible on an annual basis (deposited biannually).

Effective January 1, 2019 the Town will fund 45% of the deductible on an annual basis (deposited biannually).

Effective January 1, 2020 the Town will fund 40% of the deductible on an annual basis (deposited biannually).

The parties acknowledge that the Town contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The employee will be responsible for opening a Health Savings Account (HSA) and for any bank fees associated with maintaining the HSA. The Town will make provisions for a before tax direct deposit payroll deduction for employees who elect the HDHP.

Dental:

Dental Insurance, with a carrier selected by the Town, with employee to pay applicable premium share for individual coverage, as set forth herein. Family and/or dependent coverage additional premium to be paid by the employee.

Employee annual premium share contributions for medical (including vision and pharmaceutical) by payroll deduction shall be:

<u>January 1, 2018</u>	<u>January 1, 2019</u>	<u>January 1, 2020</u>
10%	11%	12%

Section 19.3 Eligible full-time police officer's insured under either a spouse's insurance plan or a plan through another employer (or as a retiree of the State of Connecticut or another Connecticut municipality) may elect to waive on an annual basis Town provided health insurance coverage.

Such employees shall receive an annual stipend equal to 10% of the cost of the health insurance premium (not including the cost of the prescription rider or dental coverage in such figure) for applicable health insurance (defined as health insurance that he/she is eligible to elect) to a maximum of one thousand five hundred dollars (\$1,500.00). Effective July 1, 2018, such maximum amount shall be two thousand dollars (\$2,000.00). Effective July 1, 2019, such maximum amount shall be two thousand five hundred dollars (\$2,500.00).

In the event that the employee re-enrolls for Town provided health insurance the employee shall reimburse the Town a pro-rata portion of the money he/she received for waiving the insurance. The date for election to waive coverage shall be July 1st in each contract year. Eligible employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the First Selectperson.

ARTICLE XX
PERSONAL LEAVE HOURS

Section 20.0 A full-time Town police officer shall be entitled to forty (40) hours of personal leave annually per contract year. Personal leave hours are calculated according to the fiscal year, which begins July 1st and ends June 30th (pro-rated for employment that commences after July 1st). Personal leave may be taken in one (1) hour increments. Personal leave hours shall not be cumulative.

ARTICLE XXI
VACATION

Section 21.0 A full-time Town police officer shall be granted time off with pay for vacations according to his/her anniversary date as follows:

After 1 year	Two (2) Weeks (Eighty (80) hours)
After 5 years	Three (3) Weeks (One hundred twenty (120) hours)
After 10 years	Four (4) Weeks (One hundred sixty (160) hours)

For purposes of this Article, a full-time Town police officers anniversary date shall be his/her original date of hire as a Town police officer (either full-time or part-time, whichever is earlier), unless there is a break in service between such part-time and full-time work for the Town as a police officer. If there is a break in service, the latter date shall be used.

Section 21.1

- a. Vacation time is not cumulative and must be taken within the twelve (12) month period after the vacation time was credited (on the full-time officer's anniversary date), provided, however, except as set forth under Article XXI, Section 21.1. b. below, a full-time officer may carry-over up to forty (40) hours of vacation time to the ensuing year (commencing on his anniversary date) to be used during such ensuing year. Accordingly, except as set forth under Article XXI, Section 21.1. b. below, at no time may a full-time officer have more than the then current year's credited hours and the forty (40) hours of carry-over time.
- b. Full-time officer's employed by the Town in a bargaining unit position covered by this Agreement who were hired prior to October of 2015 may carry-over remaining unused vacation hours credited prior to their respective 2018 anniversary dates to subsequent contract years and such hours shall not be impacted by the forty (40) hours of maximum carry-over time set forth under Article XXI, Section 21.1. a. above.

The forty (40) hours maximum carry-over vacation time will apply to hours credited in 2018 and subsequent anniversary years.

If a full-time officer uses any of his pre-2018 anniversary date carry over hours in subsequent anniversary years, he may not add to this bank of hours with any unused hours over and above the forty (40) hour carry over language set forth under Article XXI, Section 21.a. Rather, such hours shall be reduced as they are used.

Carried-over vacation time under this subsection (Section 21.1. b.) will be used by full-time officers upon exhaustion of the most recent credited hours.

Section 21.2 Upon separation from employment, full-time police officers shall be paid for all unused vacation hours.

ARTICLE XXII

SICK LEAVE HOURS

Section 22.0 Full-time Town police officers shall receive sick leave with pay at the full-time police officers regular straight time hourly rate. Full-time Town police officers will be credited with one hundred ten (110) hours of sick time on July 1st of each contract year for personal

illness and to care for illness in the immediate family (defined as a full-time officer's spouse or child) without loss of wages (sick leave hours shall be pro-rated for employment that commences after July 1st).

Section 22.1 Unused sick leave may be accumulated to a maximum of four hundred (400) hours.

ARTICLE XXIII **JURY DUTY**

Section 23.0 Jury duty shall be provided in accordance with applicable law.

ARTICLE XXIV **USE OF POLICE VEHICLE**

Section 24.0 In the event that a police vehicle is available, at the discretion of the First Selectman, a Town police officer may be permitted to take a police vehicle home under the following circumstances: if the Town police officer works an evening shift and then works the day shift the following morning.

ARTICLE XXV **BULLETIN BOARD**

Section 25.0 The Town shall permit the Union reasonable use of a bulletin board in a convenient place in the work area for the posting of notices, bulletins and other materials of interest to its members concerning Union business or Union activities.

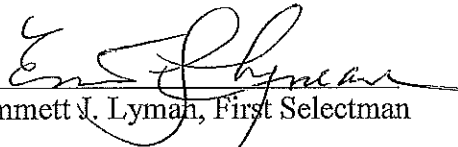
ARTICLE XXVI **SAVINGS CLAUSE**

Section 26.0 If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from others.

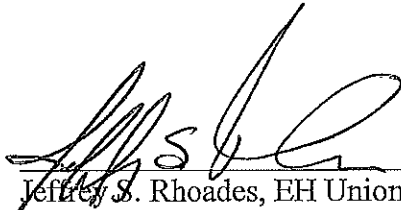
ARTICLE XXVII
DURATION

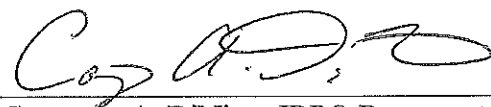
This Agreement shall remain in full force and effect for a period from July 1, 2017 through June 30, 2020 as required by MERA as it applies to all items in this Agreement unless otherwise stated within the body of this Agreement. Negotiation for an Agreement to succeed this Agreement shall be in accordance with the applicable state law. If as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

Town of East Haddam


Emmett J. Lyman, First Selectman

International Brotherhood of Police Officers


Jeffrey S. Rhoades, EH Union President


Concezio A. DiNino, IBPO Representative

Appendix A

PRE-APPROVED LIST OF ITEMS TOWN POLICE OFFICERS CAN PURCHASE FROM UNIFORM ALLOTMENT:

DUTY UNIFORM LIST:

Duty Pants
Duty Shirt
Duty Pants – BDU Style
Duty Shirt- BDU Style
Under Shirts (Under Armor, Vest Cool Shirts, Etc.)
Shirt Keepers
Duty Boots/Shoes
Boot Socks
Shoe Care Products
Gloves
Jackets / Sweater
Class “A” Jacket
Uniform pins (nametags, pistol pin, etc)
Badge and Badge Wallets / Id Holders
Bullet Proof Vest Replacement Carriers
Traffic Vest/high visibility traffic shirts
Hats (Stetson and Baseball)

BIKE EQUIPMENT:

Bike Shorts/Pants
Bike Shirts
Bike Shoes/Sneakers
Bike Gloves
Bike Jacket

BOAT EQUIPMENT:

BDU Shorts/Pants
Boat Shirt
Lifejacket
Boating Duty Shoes

DUTY BELT EQUIPMENT (Leather and Nylon):

Duty Belt
Gun Belt Keepers
Under Belt

Duty Holsters
Ammo Holder

Handcuff Holster, Handcuffs, Handcuff Keys

Capstun Holder

Flashlights, Flashlight Holder

Radio Holder

Latex Glove Holder

Night Stick Holder

Key Keeper

Cell Phone Holder

Town police business
cards*

*From a Town approved vendor

Appendix B – Department Seniority List

George Corbeil
Craig Mansfield
Mark Creighton
Karl Karabeinikoff
Jeffrey Rhoades
Russell Gingras
James Smith

Appendix B – Classification Seniority List

Part-time Town Police Officers

George Corbeil
Craig Mansfield
Mark Creighton

Full-time Town Police Officers

Karl Karabeinikoff
Jeffrey Rhoades
Russell Gingras
James Smith

Appendix C – Wages, Private Duty Rates and Administrative Duties Rate

Full-time Officers Base Wages Rates

			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
	Hourly		\$31.67	\$32.30	\$32.95	\$33.61

- Effective retroactive to July 1, 2017, all full-time police officers employed by the Town in a full-time bargaining unit position covered by this Agreement as of July 1, 2017 shall move to step 2 of the salary schedule.
- Effective July 1, 2018, all full-time police officers employed by the Town in a bargaining unit position covered by this Agreement as of July 1, 2017 shall move to step 3 of the salary schedule.
- Effective July 1, 2019, all full-time police officers employed by the Town in a bargaining unit position covered by this Agreement as of July 1, 2017 shall move to step 4 of the salary schedule.
- All new full-time police officers hired by the Town during the life of this Agreement shall start at either step 1 or step 2 of the salary schedule as determined by the Town and shall move to the next step of the salary schedule effective the following July 1st.

Part-time Officers Base Wages Rates

- July 1, 2017 through June 30, 2018: \$26.80 (retroactive to July 1, 2017)
- July 1, 2018 through June 30, 2019: \$27.34
- July 1, 2019 through June 30, 2020: \$27.89

Private Duty Rates

July 1, 2017 through June 30, 2018 (effective December 1, 2017): \$61.00 per hour

Effective July 1, 2018 through June 30, 2019: \$62.00 per hour

Effective July 1, 2019 through June 30, 2020: \$63.00 per hour

School Board Assignments and Town Non-Patrol Assignments Rate

July 1, 2017 through June 30, 2020 (effective December 1, 2017): \$50.00 per hour

Administrative Duties Rate

In year one of the contract (July 1, 2017 through June 30, 2018), one-half percent (.50%) shall be added to the base wage rate for full-time officers (as set forth in Appendix C – “Base Wage Rates”) who actively engage in the performance of administrative duties (such rate shall be effective commencing in the first full calendar month after the contract is ratified by the Union and approved by the Town). This rate (and the applicable rates in years 2 and 3 of the contract noted below) shall be considered the full-time officer’s “hourly wage rate” for purposes of the language set forth herein.

In year two of the contract (July 1, 2018 through June 30, 2019), one-half percent (.50%) shall be added to the July 1, 2017 through June 30, 2018 “hourly wage rate” for full-time officers who actively engage in the performance of administrative duties. Accordingly, the July 1, 2018 through June 30, 2019 contract year’s “hourly wage rate” is inclusive of the July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2019 one-half percent (.50%) increases thereby establishing the full-time officer’s July 1, 2018 through June 30, 2019 “hourly wage rate” in lieu of the base wage rate set forth in Appendix C.

In year three of the contract (July 1, 2019 through June 30, 2020), one-half percent (.50%) shall be added to the July 1, 2018 through June 30, 2019 “hourly wage rate” for full-time officers who actively engage in the performance of administrative duties. Accordingly, the July 1, 2019 through June 30, 2020 “hourly wage rate” is inclusive of the July 1, 2017 through June 30, 2018, July 1, 2018 through June 30, 2019 and July 1, 2019 through June 30, 2020 one-half percent (.50%) increases thereby establishing the full-time officer’s July 1, 2019 through June 30, 2020 “hourly wage rate” in lieu of the base wage rate set forth in Appendix C.

In the event that any full-time officer elects not to actively engage in the performance of administrative duties at the commencement of a contract year, the officer’s wage rate shall be his “hourly wage rate” from the previous contract year plus a two percent (2.0%) increase effective on July 1st of the applicable contract year in lieu of the base wage rate set forth in Appendix C.

In each contract year, the applicable “hourly wage rate” shall be applied for purposes of calculating:

- overtime;
- vacation time;
- sick leave hours;
- personal leave hours;
- holidays;
- funeral leave; and
- jury duty.