

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ELLINGTON

AND

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

COVERING THE PERIOD OF

JULY 1, 2016 - JUNE 30, 2019



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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 it’s 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 part-time 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

As of the effective date of this Agreement, all members of the bargaining unit who are members of the Union shall, as a condition of continued employment, remain members of the Union in good standing for the duration of the Agreement. All employees as a condition of employment shall either become members of the Union no later than thirty (30) days after their date of hire or pay a service fee set by the Union.

ARTICLE IV
DUES CHECK OFF

Section 1.

The Town agrees to deduct the Union dues and/or service fees once a month from the pay of the employees who in writing authorize such deductions either as union dues uniformly required while members of the Union and/or as a service fees as a contribution towards the cost of administering and negotiating the Agreement and servicing the grievance provisions.

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

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.

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, and a written copy of the Rules and Regulations of the State Police pertaining to Ellington 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 an 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.

Late Evening Patrol Shifts

Friday and Saturday 6:00 p.m. to 2:00 a.m.

Day Lake Patrol Shifts

Saturday 8:00 a.m. to 4:00 p.m. If the Town in its discretion continues to require Sunday Day Lake Patrol shifts, such shifts shall be 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 coffee break and paid as such.

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.

Police Officers shall be used to fill vacancies in the monthly schedule due to Resident State Trooper absences unless circumstances, such as a need for special expertise or continuity of service to continue an investigation, require otherwise.

Section 3.

The Town shall liberally 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

The current practice of scheduling shifts shall be maintained. 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. Any 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.

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.

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.

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 shall be paid at the employee’s overtime rate of pay and shall be paid in increments of four (4) hours regardless of the actual hours worked (i.e. four (4) hours or less equals four (4); greater than four (4) hours but eight (8) or less equals eight (8), etc.)

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.

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 or late evening shifts)	Columbus Day
New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Eve (P) (evening or late evening shifts)
President's Day	Thanksgiving Day (P)
Good Friday	Friday after Thanksgiving
Memorial Day (P)	Christmas Eve (4:00 p.m. to midnight)
Independence Day	Christmas Day (P)
Labor Day	

Section 2.

The overtime rate shall be paid only for work performed on the actual date that the holiday occurs (i.e., 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 shall provide each current employee with the necessary clothing and equipment related to their duties as determined by the Town. The Town will also pay each employee who works a minimum of twenty-four (24) patrol shifts per fiscal year a Five Hundred Dollar (\$500) clothing maintenance allowance per year, payable in July, for the cost of cleaning, repairing and replacing worn clothing. The Town will reimburse for each employee 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).

The Town will supply duty weapons and will also supply related equipment, including holster, magazines, magazine pouch, and other related equipment deemed necessary and appropriate by the Resident State Trooper Sergeant.

Section 2.

New employees shall be issued the following items upon employment:

- | | |
|------------------------|-----------------------|
| 2 Winter Pants | 1 Winter Hat |
| 2 Summer Pants | 1 Summer Hat |
| 2 Long Sleeve Shirts | 1 Duty Belt |
| 2 Short Sleeve Shirts | 1 Duty Holster |
| 1 Winter Coat | 1 Duty Mag Pouch |
| 1 Light Jacket | 1 Can of Pepper Spray |
| 1 Flashlight | 1 Pair Cuffs |
| 1 Pepper Spray Holster | 1 Body Armor |
| 1 Raincoat | 1 Baton and Holder |
| 1 Pair Boots | |

Section 3.

Each employee who works a minimum of twenty-four (24) patrol shifts per fiscal year shall be provided with 1200 rounds of ammunition for practice, annually. 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). The Town will supply ammunition for all required firearms qualification and training.

Section 4.

The Town shall reimburse Police Officers for loss, damage or inoperability of the following personal items if lost or damaged in the line of duty and not through the negligence of the officer: watches, up to a maximum of One Hundred Dollars (\$100); eyeglasses, dentures and cell phones, up to a maximum of One Hundred Dollars (\$100).

Except as otherwise set forth above, the Town will reimburse the employee the reasonable cost of replacing the lost or damaged items.

ARTICLE XV **PAY RATE**

Effective Date	Percentage Increase	Hourly Rate
July 1, 2016	2.0%	\$29.37
July 1, 2017	2.0%	\$29.96
July 1, 2018	2.25%	\$30.63

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 supercedes 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.

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.

Unless a Town vehicle is made available, SRO is expected to use personal vehicle for necessary travel in performance of the job; Town will reimburse the SRO for mileage at IRS rate for job required use of personal vehicle for use from the Resident Trooper's Office.

Section 4.

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.

SRO shall receive an extra three (3) each of winter pants, summer pants, long sleeve shirt, and short sleeve shirt at the time of hire.

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 well being 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 XXVIX **DURATION**

Section 1.

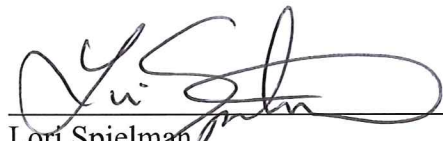
Except as otherwise provided herein, this Agreement shall be in full force and effect from July 1, 2016 until June 30, 2019.

Section 2.

No later than March 1, 2019, 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.

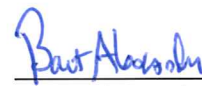
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21st day of June, 2016 by their duly authorized representatives.

TOWN OF ELLINGTON



Lori Spielman
First Selectman

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



Bart Alexander
President

ATTACHMENT A
SIDE LETTER OF AGREEMENT CONCERNING PAST PRACTICES

The Town of Ellington ("Town") and the Ellington Police Union, Local #2693, Council #4, AFSCME, AFL-CIO ("Union") hereby agree that the following past practices shall continue in effect for the duration of their 2006-2010 Collective Bargaining Agreement and any extension thereof:

1. Lockers - The Town will provide each Police Officer with use of one full locker.
2. Shotguns - 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.
3. Equipment - The parties agree that all equipment purchased by Police Officers prior to the effective date of the 2006-2010 Collective Bargaining Agreement which has been considered acceptable equipment by the Town heretofore shall continue to be considered acceptable equipment at least until such time as such equipment wears out or is otherwise rendered obsolete.
4. Body Armor - The parties agree that unless otherwise directed by a commanding officer due to legitimate safety concerns, Police Officers shall have discretion regarding whether to wear their body armor.
5. Parking - The Town shall continue to provide Police Officers with convenient parking.
6. Policies - 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.
7. Personal Grooming - There shall be no new policy requirements related to hair, sideburns, mustaches, goatees and beards including length and style imposed by the Town unless necessary to comply with safety or other legal requirements.
8. Uniforms - All uniforms purchased by employees prior to the commencement of the parties 2006-2010 Agreement shall be considered conforming to the Town's requirements for uniforms at least until such time as such uniforms become worn out.
9. Badge and Identification - Consistent with current practice, Police Officers shall not be required to carry their gun, badge or identification while off duty.
10. Direct Deposit - Consistent with the current practice, new employees are required to have pay directly deposited into a bank account of their choosing by providing the necessary information to the Town to allow for such deposit.
11. Qualification Ammunition - The Town shall continue to supply the qualification ammunition for all authorized equipment.
12. Extra Duty-Vehicle Use - Police Officers shall be required to use Town cruisers for extra duty assignments whenever such vehicles are available. When such vehicles are not available, the officers shall be permitted to transport themselves to the private duty assignment using a private vehicle.

13. 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.
14. Training Travel - When a Town cruiser is available, Police Officers shall be provided use of one in order to travel to and from required training.
15. Telephone Use – Police Officers may continue to use the telephone at the Police Barracks for personal phone calls of reasonable frequency and duration.
16. Payroll - Employees will continue to be paid on a bi-weekly basis.
17. Use of Town Facilities – 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.
18. A&O Manual Exception - The parties agree that current Section 14.3.1 of the A&O Manual shall not be applicable to Police Officers.

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.