

AGREEMENT

between

TOWN OF BURLINGTON

and

THE BURLINGTON POLICE UNION LOCAL #2693U

AND COUNCIL #15, AFSCME, AFL-CIO

July 1, 2021 to June 30, 2025

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This AGREEMENT effective July 1, 2021, by and between respectively, the TOWN OF BURLINGTON, hereinafter referred to as the "Town" or "Employer", and the BURLINGTON POLICE UNION LOCAL #2693U, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION, UNIT DESCRIPTION, NON-DISCRIMINATION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours, and other conditions of employment of all full- and part-time Constables.

Section 2. The Employer and the Union agree not to discriminate against any employees, full- or part-time, covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, political affiliation, or membership in or activity on behalf of the Union.

ARTICLE 2
DUES DEDUCTION OR AGENCY FEE

Section 1. The Employer agrees to deduct from the wages of any employee covered herein, including part-timers, who have authorized in writing, such deductions from wages, such dues or agency fees, and initiation fees as may be fixed and certified to the Employer by the Union and allowed by law. The Employer will remit to the Union on or before the last day of the month in which deductions are made, the aggregate of amounts collected, together with a list of employees from whose wages such sums have been deducted. Such dues or agency fee deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will

save the Employer harmless from any claim for damages by reason of carrying out the provisions of this Article concerning the deduction from wages of such dues and fees, as hereinbefore mentioned.

Section 2. These deductions will be made on each payday.

ARTICLE 3
STABILITY OF AGREEMENT

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2. Before any monetary change in the provisions of this Agreement can be effective pursuant to Section 1, such change shall be presented to and approved by the members of the Union and the Board of Selectmen of the Town of Burlington.

ARTICLE 4
HOURS OF WORK, OVERTIME, AND EXTRA DUTY

Section 1.

A. All full-time employees covered by this Agreement shall work the following shifts totaling 80 hours every two weeks:

Day Shift

1 st week (44 hours):	Days 1-4:	07:00-16:00
	Day 5:	07:00-15:00

2 nd week (36 hours):	Days 1-4:	07:00-16:00
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Evening Shift

1 st week (44 hours):	Days 1-4:	1500-2400
	Day 5:	1500-2300

2nd week (36 hours): Days 1-4: 1500-2400

Day, evening and midnight shifts will be Monday-Friday and Monday-Thursday on a 5/2, 4/3 schedule. An Overlap shift shall be defined as a shift from 1900--0300, typically performed on Friday and/or Saturday nights.

All part-time constables shall continue to be scheduled in a manner consistent with past practice, i.e., sixteen (16) hours (2 shifts) every other weekend. The scheduling part-time officers shall be done in as fair and equitable manner as possible. The midnight shift will continue to be staffed as has been the practice.

B. Employees may work for and exchange working time with each other provided, however, such shift swap shall be within a single pay period; shall be specified in writing; shall be signed by each employee and delivered to the First Selectman, or his/her designee at least 36 hours, when feasible, before the shift to be worked; shall not result in or cause any additional cost to the Town, including overtime or otherwise; and shall not involve an employee who has not yet successfully completed any probationary period. In the event that the employee agreeing to work the swap [replacement employee] fails to report for duty for whatever reason, it shall be the responsibility of that replacement employee to find another replacement. Under no circumstances shall the Town incur any liability under the Fair Labor Standards Act, as amended, or under any regulation of the Department of Labor, as may be implemented from time to time, arising out of or related to this Article, and the Union agrees to hold the Town harmless from such liability. Any "swapping" shall occur solely for the convenience of the employees and shall not be deemed or understood as ordered or required by the Town.

C. Each hour worked in a normal work week in excess of forty (40) hours for that week shall be deemed "overtime." Overtime shall be paid at the rate of 1 and ½ times the employee's straight time hourly rate. Any overtime worked, not contiguous with regular work hours, shall be paid at four (4) hours minimum.

D. Members may take accumulated time at a rate of one and one-half (1 ½) times the overtime hours worked in lieu of over-time pay as aforesaid, not to exceed more than forty (40) hours in each individual accumulated time account at any one time. At no point can a member's accumulated time exceed forty (40) hours. Accumulated time may be taken by one officer per shift on a first-come, first-served basis, provided that the use of such accumulated time does not necessitate overtime hiring.

Section 2.

A. All employees shall be paid \$60.00 per hour for private duty assignments. A private duty assignment is defined as police service contracted by an outside contractor or concern, with the exception of church traffic duty and any school-related duty. Church- and school-related duty shall be compensated at time and one-half (1 ½) the employee's hourly rate. A minimum of four (4) hours of pay will be paid to employees for any private duty assignment, including church- or school-related assignments. Private duty for outside contactors (excluding church and school related assignments) shall be paid in four (4) hour blocks. No private duty worked outside the Town of Burlington after October 15, 2016 shall be used for any pension calculation.

B. Full time employees shall have the right of first refusal of all overtime and private duty assignments. Thereafter, the assignment shall be offered to the part-time officers on a rotating basis. This includes any shift that becomes available due to either

a Resident Trooper being off for any reason or another full time employee being off for any reason. This right of first refusal shall not apply to any assignment for coverage of a part-time employee who is unable to work his/her assigned shift. Part-timers will be added to the rotation list for Special Assignments.

Definitions C - E

C. Patrol Work - Any shift that becomes available due to a Resident Trooper being off for any reason, another full-time employee being off, or any added shift. If a part-time constable is unable to work an assigned shift, that part-time constable shall be responsible for contacting other part-time constables to fill the shift. If no part-time constable can be found, full-time constables shall be contacted to fill the shift. In emergency situations, the part-time constable shall contact the Town directly.

D. Special Assignments - Extra police duty, not regular patrol work, which is paid by the Town.

E. Private Duty - Assignments contracted by any outside agency or concern, except church- and school-related assignments. In order to be eligible to work private/extra duty, including church- or school-related assignments, or special duty assignments such as extra DUI shifts or efforts, part-time constables must have worked a minimum of two (2) eight (8) hour shifts (either their own or as replacements for another part-timer's or a full-timer's patrol shift) in the previous calendar month.

F. The right of first refusal shall be by order of rotation, from the overtime list. Employees shall not be denied overtime because they worked or will work prior to or after such assignment.

G. The assignment of overtime shall be the responsibility of the Resident Trooper.

H. Should any employee be denied or not asked to work any overtime to which he/she is entitled, he/she shall be placed at the front of the rotation list.

I. An employee who cannot be contacted for an overtime assignment shall be marked [UTC], unable to contact, on the rotation list. This employee shall be contacted first for the next assignment.

J. Any full-time employee who is unavailable for any overtime assignment because he/she is already working, shall be marked [NA], not available, on the rotation list. This employee shall be contacted first for the next assignment. Whenever more than one employee is next for an assignment because of UTA or NA, the employee who was called first, will be contacted first for the next assignment.

K. An employee who refuses any overtime assignment will be marked [R], refusal on the rotation list and shall be moved to the back of the rotation list.

L. If private duty assignments are not canceled at least twenty-four (24) hours prior to the reporting time, the assigned employee shall be compensated with four (4) hours overtime pay by the contractor.

M. Employees, including part-timers, may be ordered-in, in the event of a bona-fide emergency such as natural disasters, storms, or civil disorder when immediate police action must be taken for the preservation of life or property.

N. If not on duty, employees, including part-timers, shall be compensated at time and one-half (1½), for all hours including travel time, for their appearance at a court or motor vehicle department hearing to which the employee has been subpoenaed.

Section 3. Any part-time officer who works a special assignment as described in Article 4, Section 2, Definition D, including but not limited to parades, Tavern Day, Bicentennial events, and Christmas Carol sings, shall be paid time and one-half their regular rate, with a minimum of four hours. Any part-time officer who works a weekday (Monday--Friday) midnight shift, i.e., not a midnight shift customarily or primarily staffed by a part-time officer, shall be paid time and one-half their regular rate for such shift.

Section 4. Any private duty assignments including construction jobs on roads within the Town of Burlington and private duty assignments at Region 10 School shall be offered first to full-time Burlington Officers, second to part-time officers, and then to Resident Troopers.

ARTICLE 5
PAY SCALE

Section 1: New Hires* / Part Time

<u>07/01/21</u>	<u>07/01/22</u>	<u>07/01/23</u>	<u>07/01/24</u>
\$26.17	\$26.82	\$27.49	\$28.18

* New Hires without prior police service will go to the then current rate after two years of service. If any New Hire leaves Town employment with three years of hire he, or she, shall reimburse the Town the sum of \$10,000 if such employee was enrolled in the Police Academy while employed by the Town.

Section 2: Full Time Officers

<u>07/01/21</u>	<u>07/01/22</u>	<u>07/01/23</u>	<u>07/01/24</u>
\$32.41	\$33.22	\$34.05	\$34.90

Section 3: Sergeant

<u>07/01/21</u>	<u>07/01/22</u>	<u>07/01/23</u>	<u>07/01/24</u>
\$34.80	\$35.67	\$36.56	\$37.47

All wages are retroactive to July 1, 2021.

Section 4. The pay period will begin on Sunday and end on Saturday. Wages will be paid every other week on Wednesday.

ARTICLE 6
SENIORITY

Section 1. Seniority shall be defined as an employee's continuous length of service with the Town of Burlington's Police Department since his or her date of hire in a full-time capacity. Should a part-time employee be appointed to a full-time position, any length of service that said employee performed in a part-time capacity shall not be included in the computation of seniority for purposes of this section. For purposes of this section, seniority for a full-time employee who was formerly a part-time employee shall commence upon the date of appointment to such full-time position. In the event two (2) or more persons are appointed in a full-time capacity on the same day, seniority shall be established based on the highest grade from the MPTC Academy.

Section 2. An employee's earned seniority shall not be lost because of absence due to illness, injury, pregnancy, maternity leave bereavement, jury duty, personal leave, authorized leave, or while eligible for recall from layoff. Seniority shall not accrue during layoff, but seniority rights will not be lost by the employee because of such layoff. Seniority will be lost upon voluntary resignation and upon termination for just cause.

Section 3. Employees shall have shift preference by seniority. The bidding process for shifts shall occur four (4) times per year such that any change of personnel on a shift can occur on January 1, April 1, July 1 and October 1.

Section 4. In the event of a layoff, part-time employees with the least seniority shall be laid off first. Thereafter, full-time employees with the least seniority shall be laid off first. In the event that the Town, due to extraordinary budgetary constraints seeks to eliminate coverage entirely of one of the full time shifts (M-F), the Town may lay off a full-time constable without first laying off all part-timers. Under such circumstances the Town may not replace the full time shift slot with part-time officers. Any full time employee laid off under such circumstances shall have priority shift preference for part-time shifts until and unless he is employed full time by another employer.

Section 5. The Town shall notify the President of the Union and the employee(s) affected at least two (2) weeks prior to the effective date of the layoff.

Section 6. Employees who are laid off under this Article shall have the right of recall in reverse order of layoff.

ARTICLE 7 **VACATIONS AND HOLIDAYS**

Section 1. On their anniversary dates, full-time employees shall be granted time off with regular rate of pay for vacations according to the following schedule:

After 1 (one) year completed service.....	10 days per year
After 5 (five) years completed service.....	15 days per year
After 10 (ten) years completed service.....	20 days per year
After 25 (twenty-five) years or more completed service.....	25 days per year

Full-time employees hired or promoted on or after July 1, 2010 shall be capped at twenty (20) vacation days per year after ten (10) years of completed service.

Section 2. The minimum vacation leave which may be taken is one (1) day. Vacation may be scheduled, with First Selectman approval, such approval not to be unreasonably withheld. A vacation day taken shall be considered a day worked for the computation of overtime in that same week.

Section 3. When an employee works a regularly assigned shift on a holiday, he/she shall be paid at the rate of one and one-half (1½) times the employee's straight time rate, plus receive one future day off. If the employee takes the day off, he shall receive one future day off. If the holiday falls on a regular day off, the employee shall receive one future day off. The employee shall have the right to take his/her straight time rate of pay for the holiday, plus another day off with pay in the future if he/she chooses. When an employee works on a holiday other than on a regularly assigned shift, he/she shall be paid one and one-half (1½) times his/her straight time rate of pay.

The following days shall be considered holidays:

- New Year's Day
- Martin Luther King Day (State-designated day)
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 4. Part time employees shall be paid time and one-half that employee's straight time rate for all shifts worked on any holiday listed above.

ARTICLE 8
LEAVE TIME

Section 1. Sick Leave.

A. Sick leave shall be defined as absence from duty without loss of pay because of non-service connected illness or injury or for medical, dental, or other treatment which cannot be scheduled for non-working hours.

B. Sick time and vacation time hours will be considered as hours worked by an employee for the purpose of computing overtime compensation for the work week.

C. Full-time employees shall be granted thirteen (13) paid sick days per year. Sick days may be accumulated to a maximum of 140 days. Sick leave may be taken in increments of not less than one-half ($\frac{1}{2}$) day.

Section 2. Full-time employees shall be entitled to three (3) paid personal days per year. Employees shall give 48 hours advance written notice of any request to use a personal leave day, which permission shall not be unreasonably denied. If an employee is unable to give such notice due to the sudden, emergency nature of the need for leave, he/she shall give as much notice as possible and shall identify the nature of the emergency to either the State Trooper or the First Selectman, except that if the emergency regards an Americans with Disabilities Act-qualified condition, the notice and identification shall only be given to the First Selectman.

Section 3. Full-time employees who have completed sixty (60) days of full-time service shall be granted three (3) work days in the event of death in the immediate family, including the relations of mother, father, sister, brother, daughter, son, husband,

wife, mother-in-law, father-in-law, or any other relative who is an actual member of the household.

In the event of a death of a grandchild, grandparent, brother-in-law, sister-in-law, or aunt, uncle, niece, or nephew of the employee or spouse, up to three (3) work days will be allowed for the employee to attend the funeral.

Section 4. Leave for reserve time or involuntary service spent in any of the Armed Forces or in the National Guard shall be considered as time accruing toward years of service with the Town.

Section 5. Members of the negotiating committee of the Union shall be allowed time off from their regularly assigned shifts, without loss of pay, for attendance at bargaining sessions with the Town.

The President of the Union or his designee shall be allowed time off from his/her regularly assigned shifts, without loss of pay, to attend meetings and/or hearings between the Town and the Union.

Section 6. One member of the Union Grievance Committee plus the Grievant, but no more than two employees, shall be granted leave from duty at the regular rate of pay for all meetings between the Town and the Union regarding the processing of prohibited practices and grievances, including arbitration.

Section 7. An employee requesting leave without pay may be granted the same at the discretion of the Board of Selectman upon reasonable cause being given. During such leave of absence, insurance benefits will remain in effect provided the employee continues to pay his/her health insurance contribution. For those members of the United States Armed Forces, nothing in this section shall preclude the maintenance of

insurance benefits without cost (provided the employee continues to pay his/her health insurance contribution) for those called into service. All rights and privileges afforded under the law for those members of the United States Armed Forces shall remain in effect. Sick leave and vacation leave will not accrue during any absence in excess of forty-five (45) days.

Section 8. Leave of twenty-four (24) hours per year shall be granted for purposes of union business.

ARTICLE 9
TRAVEL

Section 1. The rate of reimbursement for authorized travel in personal vehicles shall be the IRS standard per mile.

ARTICLE 10
INSURANCE

Section 1

- A. Effective July 1, 2021 all full time employees may choose medical coverage through a Town sponsored Health Savings Account. ("HSA") Plan details are set forth in Appendix A attached hereto. The annual deductible shall be \$2,500 individual account / \$5,000 two person and family accounts. The deductible contribution to the HSA shall be as follows:
- a. First Year: (07/01/21): Town 85% / Employee 15%
 - b. Second Year: (07/01/22) Town 85% / Employee 15%
 - c. Third Year: (07/01/23) Town 85% / Employee 15%
 - d. Fourth Year: (07/01/24) Town 85% / Employee 15%

- e. Any employee hired after July 1, 2021 who participates in the HSA shall contribute to the HSA as follows:
 - 1. First year of employment – Town 75% / Employee 25%
 - 2. Each year thereafter – Town 50% / Employee 50%
- B. On July 1 and January 1 of each fiscal year the Town shall make the one-half requisite contribution into each employee's account regardless of the balance in said account. The Town agrees to advance funds, if necessary, in extraordinary circumstances The Town shall provide Dental Care for employees only in accordance with Appendix B attached hereto.
- C. , Retroactive to July 1, 2021, Employees shall contribute to the premium cost of the HSA and Town's Dental Plan as follows:
 - 07/01/21: 9.0%
 - 07/01/22: 9.5%
 - 07/01/23: 10.0%
 - 07/01/24: 10.5%Any medical or dental premium contributions, and any deductible contributions, shall be made on a pre-tax basis. The Town shall pay any group administrative costs charged by the carrier in connection with integrated HSA account management. Any fees associated with an HSA bank deposit account will be the responsibility of each employee.
- D. The Town shall contribute the additional deductible contribution upon notification that an employee is changing status from an individual account to a two person or family account. An employee shall reimburse the Town for any

excess deductible contribution made during any fiscal year when the employee's status changes from two person or family account to an individual account.

Section 3. The Town agrees to provide comprehensive General liability insurance of \$1,000,000, for all employees, including part-timers.

Section 4. The Town agrees to provide term life insurance in the amount of \$100,000 (One Hundred Thousand Dollars) for each full-time employee.

Section 5. The Town agrees to provide Accidental Death and Dismemberment insurance in the amount of \$30,000.00 for full-time employees.

Section 6. The Town reserves the right to change insurance carriers as long as the coverage provided and administration of the plan remain substantially equivalent on an overall basis to the current coverage and administration of the plan.

Section 7. The Town reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for certain designated surgical procedures.

Section 8. A full time employee who is covered under alternate health insurance through an employer other than the Town (e.g., spouse's employer other than the Town) may waive their basic health insurance benefits provided by the Town under Sec. 14.1 and receive compensation as hereafter provided. Any employee choosing this option will be required to sign a waiver of Town insurance and submit proof of alternate health

insurance coverage to the First Selectman and the Union President, which waiver and submission may only occur between May 1 and June 30 of each year. Employees who waive the Town's health insurance shall be compensated as follows: \$375 for waiver of employee coverage; \$750 for waiver of the employee's spouse's coverage; \$1,125 for waiver of employee's other dependents' (family) coverage. For example, if an employee with spouse and children waives all coverages, he/she shall receive \$2,250. If a married employee waives coverage for him/herself and spouse, he/she shall receive \$1,125. Any employee who waives the Town Health Insurance may choose three (3) additional weeks of vacation time in lieu of the stipend. Any employee who, after waiver, becomes ineligible to receive the alternate health insurance coverage will be re-enrolled under the Town's health insurance provisions provided that the Town is notified, in writing, by the employee. No proof of insurability will be required for re-enrollment. In a case requiring the re-enrollment of an employee, the employee will receive a pro-rated amount for any full months he/she (and any dependents) have participated in this waiver plan. Any payment (subject to regular deductions) shall be made by July 30 following the year of waived insurance.

This benefit will only be implemented to the extent permitted by the Town's group insurance carrier. In accordance with any requirements of the carrier, the Town reserves the right to limit the number of employees who may participate in this waiver plan. To initiate this benefit, employees will have until May 1st of any given year to waive such coverage. Anyone who has made this waiver will be paid by July 30th of each such year.

At the employee's request, the Town will pay the premium to another municipality which will provide medical insurance coverage to any full time employee who was previously employed by said other municipality provided said premium contribution to other municipality is equal to, or less than, the cost to the Town for the medical insurance coverage provided to said employee pursuant to this Agreement.

An employee will be allowed to participate in the Town's prior Cigna medical insurance plan on a "buy up" basis such that the Town's expense for such plan is no greater than its obligation under the Health Savings Account.

ARTICLE 11 **UNIFORMS AND EQUIPMENT**

Section 1. All full-time employees will be provided with ten (10) sets of uniforms consisting of shirts and pants [five (5) summer and five (5) winter] and all other equipment, as presently issued. All issued equipment shall be replaced on a one-for-one basis as required. All full-time officers will be provided with an annual cleaning allowance for uniforms in the amount of \$425.00 to be paid quarterly. Part-time constables will be paid a clothing allowance of \$45.00 per calendar quarter if and only if he/she works a minimum of four regular (non-extra duty) shifts in the preceding calendar quarter. Each full and part time officer hired after July 1, 2009 will also be provided with a firearm and ammunition. Each full and part time officer, whenever hired, shall not use a Town-provided firearm for any purpose other than in the performance of duties on behalf of the Town of Burlington. Ammunition for firearms qualification shall be provided by the Town. Ammunition for practice shall be provided as follows: in the first week of each of the months of March, June, and September, 200 rounds duty reload ammunition and 100 rounds off-duty reload ammunition. The Town shall also

provide 15 shotgun rounds per required practice sessions. The Town shall provide batteries for standard and rechargeable flashlights owned by the employees. The Town agrees to replace employees' personal equipment damaged or destroyed in the line of duty. All full-time officers will be provided with an annual footwear allowance in the amount of \$150.00 to be paid annually on or about the beginning of the fiscal year. Part-time constables will be paid an annual footwear allowance of \$75.00 to be paid on or about the beginning of the fiscal year, provided that the part-time employee has worked a minimum of sixteen regular (non-extra duty) shifts in the preceding fiscal year.

Section 2. Each full-time employee shall be assigned a specific Town-owned, registered, and insured vehicle. Any such full-time employee may make private-use of such vehicle within a twenty-five (25) mile radius of the Town of Burlington the Sergeant may utilize such vehicle within a thirty (30) mile radius of the Town of Burlington. Each full time employee residing in the Town of Burlington shall begin his shift upon entering his vehicle at or about the start of the shift defined in Art. 4, Sec. 1, shall end his shift upon exiting his vehicle at his residence at or about the end of his shift as defined in Art. 4, Sec. 1. The Town shall have the right to place permanent Town emblems on vehicles specifically assigned to full time employees, and may also place other decals and "911" messages on these vehicles, which shall be removable. There shall be no restriction on the Town with respect to insignias or any other decals, messages and the like on any other vehicles.

Section 3. Officers shall have the option of wearing BDU style uniforms while on private duty jobs.

Section 4. The Town and the Union shall work collaboratively to secure potential police related grant funding.

ARTICLE 12
PROBATIONARY PERIOD

Section 1. The probationary period for all new employees, including part-timers, shall consist of one (1) year from the date of hire as a full-time employee. A probationary employee shall be entitled to all rights and benefits contained in this agreement except personal days, and except as provided in Section 2.

Section 2. A probationary employee shall have no right to grieve or arbitrate his/her termination.

ARTICLE 13
OUTSIDE EMPLOYMENT

Section 1. No full-time employee may hold outside law enforcement-related employment in addition to employment by the Town.

ARTICLE 14
GRIEVANCE AND ARBITRATION

Section 1. A grievance is defined as a written complaint involving an alleged violation of, or a dispute involving the application or interpretation of, a specific provision of this agreement.

Section 2. Any employee may use this grievance procedure with or without Union assistance at Step One only. The Union shall process all remaining steps.

Section 3. No grievance settlement made as a result of any individually-processed grievance shall contravene any of the provisions of this agreement.

Section 4.

Step One - An employee, or the Union itself, having a grievance shall complete a grievance form and submit the same to the Resident Trooper within ten (10) calendar days of the date the aggrieved knew or should have known of the occurrence giving rise to the grievance. The grievance shall set forth the nature of the grievance, the section(s) of the contract allegedly breached, and the relief requested. The Resident Trooper shall discuss the grievance with the aggrieved within five (5) calendar days of its submission, and shall respond in writing within five (5) calendar days of such discussion.

Step Two - If the decision of the Resident Trooper is not satisfactory, the employee or the Union may, within seven (7) calendar days of the receipt of the answer from the Resident Trooper, submit the written grievance to the First Selectman. The First Selectman shall respond in writing within seven (7) days from the submission at this level.

Step Three - If the decision of the First Selectman is not satisfactory to the Union, the decision may be appealed to the American Arbitration Association* or the Connecticut State Board of Mediation & Arbitration, for arbitration within twenty (20) days of the Selectmen's decision. The decision of the American Arbitration Association or the Connecticut State Board of Mediation & Arbitration shall be final and binding provided it is not contrary to the law. The authority of the arbitrator shall be limited to the interpretation of the Agreement, and he/she shall have no authority to add to or subtract from the Agreement. *The Town may select AAA for up to two (2) grievances during the term of the Agreement.

Section 5.

A. Any grievance in which the aggrieved does not follow the procedures and time periods set out in Section 4 shall be considered forfeited.

B. Any grievance in which the First Selectman does not follow the procedures and time periods set out in Section 4 shall automatically proceed to the next step.

Section 6. The time limits of this Article may be extended by written mutual agreement.

Section 7. The following guidelines apply:

A. Mediation: Upon mutual agreement, the mediation service of the State Board of Mediation and Arbitration may be used prior to Step Three, and any cost shall be borne equally between the Employer and the Union.

B. Meetings: If any party to the grievance process desires to meet for the purpose of resolving grievances, a meeting shall be scheduled not later than fifteen (15) calendar days after receipt of the request.

C. Recording Minutes of Testimony: Any party shall have the right to employ a public stenographer or use a mechanical recording device at Step Three in the procedure. Any cost incurred shall be borne by the initiating party.

D. Union as a Complainant: The Union shall be entitled to submit grievance[s] in the name of the Union in the same manner as provided for employees herein.

Section 8. An aggrieved employee shall be permitted to attend meetings arranged with the Town, and for the purpose of processing grievances in accordance with the provisions outlined above, at no loss in regular Town pay.

Section 9. The parties agree that the fees and expenses of Arbitration shall be borne equally between the Town and the Union.

ARTICLE 15 **DISCIPLINE AND DISCHARGE**

Section 1. No employee shall be disciplined, suspended, demoted or discharged except for just cause. Discharge as used in this article shall not include discharge due to reduction in forces as set out in Article 6, Section 4. The foregoing language shall apply to part time employees, except in the circumstance of periodic reappointment of part-time constables. Failure to be reappointed under State statute shall not be grievable or arbitrable under this Agreement. Failure to be reappointed may be appealed to the Board of Selectmen, and such Board's decision shall be final and shall not be grievable or arbitrable.

Section 2. Prior to the issuance of discipline, the First Selectman shall hold a conference with the employee facing potential discipline, at which the employee shall be provided the opportunity to be represented by the Union and to hear and respond to the charges against him/her. Oral and written warnings issued by the Resident State Trooper shall not be subject to the above procedure.

ARTICLE 16 **GENERAL PROVISIONS**

Section 1. No employee covered by this Agreement shall be required to perform any function done by another Town Department or agency or by a private concern.

Section 2. If an Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect the balance of this Agreement.

Section 3. The Town shall provide bulletin board space for the Union, in designated areas, for the posting of notices concerning the Union's business and activities.

Section 4. Employees shall be informed in January and July of their accumulated sick leave, personal days, and vacation days.

Section 5. When the Town creates a new classification or extensively changes an existing classification, the Town shall give written notice to the Union President.

Section 6. Notwithstanding any other language referring to full or part time employees, no provision of this Agreement shall apply to part-time constables unless that provision specifically states that it does pertain to, or includes, part-time constables.

Section 7. The Town shall not be responsible for the training of any part-time constable who has received training through any other employer.

Section 8. Any full-time employee hired on, or after, January 1, 2021 shall only be eligible to participate in the Town's Defined Contribution Plan. The Town will provide a 50% match of any employee contribution up to 6% of the employee's base salary.

ARTICLE 17
NO STRIKE OR LOCKOUT

Section 1. During the course of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the Town's operation, nor shall there be any lockout by the Town.

ARTICLE 18
MANAGEMENT RIGHTS

Except as specifically abridged or modified by a provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: to determine the standards of services to be offered by the employees; to determine the standards of selection of employment; to direct its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules and regulations; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which the Town's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and the technology of performing its work; and to fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Town Meeting and Board of Selectmen by virtue of statutory provisions.

ARTICLE 19
PROFESSIONAL DEVELOPMENT/EDUCATION

Section 1. The Town shall reimburse, for tuition and books only, full-time employees who receive a grade of "B-" or better in courses in Police Science and Police Administration at an accredited college or university, the Police Academy or other certified institution, which courses or subjects are designed to increase the employee's proficiency in his/her present or future Constable assignments. Such reimbursements shall be made by the Town within thirty [30] days of a written claim for same to the First

Selectman, supported by receipts and academic records as may be required by the First Selectman to support such claim.

ARTICLE 20
DURATION

Section 1. This Agreement shall be in effect as of July 1, 2021, and shall remain in effect through June 30, 2025, and thereafter shall be considered automatically renewed for successive periods of one (1) year, unless either party shall, not earlier than one hundred fifty (150) days and not later than one hundred twenty (120) days prior to June 30, serve written notice on the other party of a desire to terminate, modify, negotiate, change, or amend this Agreement. The parties will meet within fifteen (15) days of said written notice.

IN WITNESS WHEREOF, the parties have caused their names to be signed this
27 day of November 2021.

TOWN OF BURLINGTON,

BY: Theodore C. Shafer
Theodore C. Shafer
First Selectman

BURLINGTON POLICE UNION LOCAL
#2693U, COUNCIL NO. 4, AFSCME,
AFL-CIO,

BY: Robert Russell
Robert Russell
Its President

CONNECTICUT COUNCIL OF POLICE
UNION COUNCIL NO. 4, AFSCME,
AFL-CIO,

BY: John V. Miller
John V. Miller
Staff Representative