

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ELLINGTON

AND

**ELLINGTON EMS PROFESSIONALS &
VOLUNTEER AMBULANCE CORPS IAEP LOCAL R1-512**

JULY 1, 2019 THROUGH JUNE 30, 2022



**Ellington EMS Professionals &
Volunteer Ambulance Corps IAEP Local R1-512**

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ARTICLE I
RECOGNITION

Section 1.

This Agreement is entered into by and between the Town of Ellington (hereinafter referred to as "Town") and the Ellington EMS Professionals and Volunteer Ambulance Corps IAEP Local R-1-512 (hereinafter referred to as "Union").

Section 2.

Pursuant to the certification of the Connecticut State Board of Labor Relations dated September 12, 2011, the Town recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time EMTs/drivers who are employed by the Town to serve the Ellington Volunteer Ambulance Corps, Inc. (EVAC) but excluding all supervisors, all volunteers, all Rescue Post staff and any others not classified as regular paid personnel by EVAC.

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.

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.

ARTICLE III
UNION MEMBERSHIP AND RIGHTS

Section 1.

The Town and the Union agree that employees in the bargaining unit may join the Union and in doing so pay whatever Union dues, initiation fees and service fees are required for Union membership or employees may elect not to do so. The Town will withhold Union dues and fees from the wages of employees who provide the Town with written authorization to withhold such dues and fees. The Union shall advise the Town of the amount of the dues and fees and shall provide the Town with advance notice of any changes to either of those.

Section 2.

The Town recognizes the right of the union to designate officers/stewards from within the bargaining unit. The Union agrees to notify the First Selectman of the names of any designated officers/stewards.

The Town agrees to allow authorized officers/stewards of the Union to enter the Town's premises at reasonable times for the purpose of transacting Union business; provided that the officers/stewards first notify the First Selectman, or his or her designee, prior to the time of entry. No interference with the work of the employees or the confidentiality and privacy of patients shall result from such visits.

Section 3.

The National representatives of the Union shall have access to the EVAC facility when necessary to investigate a grievance or to conduct Union business provided reasonable notice of the time and place is given to the First Selectman or his/her designee. The Union will not meet with the employees, without permission of the Town at hospitals or medical facilities. The Union agrees that during visits, the National Representatives shall not interfere with operations of Town business or the performance of work by any employee or otherwise compromise patient confidentiality rights.

Section 4.

The Union will be notified one (1) week prior to the date of any orientation meeting for new employees and, upon request, shall be provided with thirty (30) minutes to meet with new employees.

Section 5.

Not more than two (2) members of the negotiating committee shall be granted leave from duty with full 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 member's duty hours, provided that EVAC is sufficiently staffed without incurring overtime during such period.

Section 6.

Union officers, not to exceed two (2) in number, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances or for disciplinary matters, when such meetings take place during such member's duty hours.

Section 7.

One (1) Union official from the bargaining unit shall be granted paid leave, not to exceed twenty-four (24) hours in any one year, to attend Union conventions. Said leave is only available on days when the employee is otherwise scheduled to work.

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 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 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, including but not limited to reasonable attorney fees, 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 any such provisions.

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
BULLETIN BOARD

Section 1.

Town shall designate one bulletin board on the EVAC facility premises 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. Notices shall be on Union stationary and shall bear the signature of an authorized Union officer/steward or representative.

Section 2.

The First Selectman or his designee shall give to each employee and to each new employee when hired a copy of this Agreement and a written copy of the Town's Personnel Rules and Regulations.

ARTICLE VII
PERSONNEL FILES

Section 1.

Employees shall be entitled, with reasonable notice to the Town, to review their personnel files.

Section 2.

Personnel files shall be securely located in a centralized location outside of the EVAC station.

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 ensure efficiency and employee morale.

Section 2.

A grievance is defined as any claimed violation of a specific Section or Article of this Agreement.

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 file for 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 Union representative, if represented, or the Union may submit a grievance in accordance with this Article, to the First Selectman of the Town 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 First Selectman 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

Either party may request the mediation services of the Connecticut State Board of Mediation and Arbitration prior to the procedures in Step Three. However, delay in the time limitations under Step Three must be agreed in writing by the parties. An email exchange between the Union and the Town shall serve as sufficient written waiver of the time limitations.

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 CSBMA not later than ten (10) days after the decision of the Board of Selectmen at Step One, or if mediation is requested, not later than ten (10) days after the mediation is held at Step Two. The Union will advise the First Selectman in writing of any submission of a grievance to arbitration.

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 of this Article, the grievance may be advanced to the next step in accordance with the procedure delineated in this Article. Any request for mediation must be made, if at all, within ten (10) days of the First Selectman's decision at Step One.

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, unless stated otherwise, shall be considered to mean working days, meaning days that the Town offices are open for business. 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 who may be disciplined up to and including dismissal at will, no employee shall be disciplined or discharged in any other manner, including not being re-appointed, 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.

ARTICLE X
SENIORITY

Section 1.

All seniority rights hereunder are conditional upon the employee, in the judgment of the Town, being fully qualified, capable and willing to perform the work to which his or her seniority may entitle him or her.

Section 2.

Seniority is hereby defined as the employee's total length of continuous unbroken service with the Town of Ellington as an EMT/Driver earning an hourly wage. Seniority shall be considered broken for such reasons as resignation or separation, discharge, layoff of more than one (1) year, overstaying a leave of absence, disability or illness for a period exceeding the available leave of absence and other similar reasons. Volunteer service shall not count toward calculation of seniority.

Section 3.

Probationary Period. New employees shall serve a probationary period of employment during which time they shall attain neither seniority nor other rights under this Agreement, and such probationary employees may be terminated at the sole discretion of the Town for any reason whatsoever. The probationary period shall be one hundred and eighty (180) calendar days for full-time employees and one hundred and eighty (180) calendar days for part-time employees. During their probationary period, neither such employees nor the Union, or any party on their behalf shall have recourse to the grievance or arbitration provisions of this Agreement. Upon satisfactory completion of the employee's probationary period, seniority shall date back to the original date of employment.

The probationary period shall exclude all time not actually worked, such as time lost for sickness and leaves of absence and any other time lost from work. If the Town determines to extend the initial probationary period it will notify the employee and the union representative in writing upon mutual agreement between the Town and the Union.

Section 4.

The Town shall furnish to the Union a seniority list showing the length of service of employees in the bargaining unit on December 1, of each year. Unless mistakes are brought to the attention of the First Selectman within thirty (30) days of delivery of the list, the list shall be considered conclusively to be correct.

Section 5.

If two (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 6.

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

ARTICLE XI
HOURS OF WORK & OVERTIME

Section 1.

For payroll purposes, the workweek for bargaining unit members shall commence at 12:01 a.m. on Monday and end at midnight on the following Sunday.

Section 2.

EVAC full-time paid employees will schedule employees to meet the business needs of the Town, subject to the Town's right to supervise and ultimately determine work schedules.

Section 3.

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.

Section 4.

Full-time employees shall be required to work a minimum of three (3) twelve (12)-hour shifts per week.

Section 5.

Part-time employees shall be required to work a minimum of one (1) twelve (12)-hour shift per pay period but less than twenty-eight (28) hours per week.

Section 6.

Shift coverage. It is the employee's responsibility that they work their regularly scheduled work shift. If they are unable to work the shift they may find their own coverage as long as it does not create overtime. Except in cases of emergency, shift changes must be arranged at least twenty-four (24) hours in advance of a shift. The shift must be offered to all bargaining unit employees first and then non-bargaining unit members from the qualified EVAC ranks as a last resort.

Section 7.

Open Shifts. Open shifts are defined as shifts left without coverage by the designated shifts or shifts left without coverage due to illness or other use of leave. Open shifts Monday through Friday 6 a.m. to 6 p.m. must be offered to bargaining unit employees first in the following order: part-time employees and then full-time employees. Non-bargaining unit members from the qualified EVAC ranks will be offered open shifts as a last resort. In the event that no bargaining unit members volunteer for an open shift Monday through Friday 6 a.m. to 6 p.m., then bargaining unit members shall be called in on a rotational basis, starting with the least senior bargaining unit member. The filling of any open shifts that will result in overtime may only be so filled with the advance approval of the Chief of Service or designee. No bargaining unit member may be

mandated to work any shift other than Monday through Friday 6 a.m. to 6 p.m. All other open shifts (other than 6 a.m. to 6 p.m.), defined as shifts without coverage two (2) weeks before the shift, will be offered to bargaining unit members first in the following order: part-time employees and then full-time employees.

Section 8.

Holiday Shifts. Shifts left open as a result of a holiday recognized by the Town, shall be offered first to all non-bargaining unit EVAC members and, as a last resort, shall be offered to part-time employees in that order. In the event that no bargaining unit members volunteer for holiday shift coverage, then the least senior part-time bargaining unit member shall be called in on a rotational basis. No full-time employees will be called in to cover any open holiday shifts.

Section 9.

Meal Breaks. The Town agrees that employees shall be allowed to take paid, on-duty meal breaks off of Town property provided:

- a. The entire on-duty crew at the time is at the location with the ambulance;
- b. The entire on-duty crew can respond within three minutes to all calls;
- c. The meal break is taken in a location in Ellington, within five (5) miles of the EVAC building;
- d. The ambulance is properly parked and secured at all times;
- e. The maximum meal time, including travel, is limited to thirty (30) minutes; and
- f. The ambulance is maintained in a clean condition at all times.

No food may be in the patient area of the ambulance. Upon reasonable notice, the Town in its sole discretion may revoke the provision of this Article if deemed in the Town's best interest.

ARTICLE XII
PAY RATE - WAGE INCREASES

<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
2.75%	2.75%	2.75%

ARTICLE XIII
COMPLETE AGREEMENT

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

ARTICLE XIV
MILITARY LEAVE

Section 1.

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 XV
EMPLOYEE LEAVE

Section 1.

Leave is any authorized absence during regularly scheduled work hours that is approved by the employee's supervisor. Leave may be authorized with or without pay subject to these rules on the basis of the work requirements of the departments.

Section 2.

Holidays. Holiday pay is granted to any employee for established holidays on which the employee would normally have been scheduled to work and is available for such work. The Town recognizes the following days as holidays for full-time employees to be granted with pay, subject to change as published by the First Selectman:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

A one-half (1/2) day holiday (six [6] hours) shall be granted the day before Thanksgiving Day.

A one-half (1/2) day holiday (six [6] hours) shall be granted the day before Christmas Day (only if Christmas Day falls on Tuesday, Wednesday, Thursday or Friday).

In addition to the holidays enumerated in this section, holidays shall include any specially declared holidays or days of mourning declared by the First Selectman.

Holiday pay is the employee's regular rate of pay for the number of hours in the normal work day (twelve [12] hours).

Full-time employees who work on the day a holiday is observed by the Town shall be paid their regular hourly wage for all hours worked, plus holiday pay. Part-time employees are not eligible for holiday pay. Part-time employees who work on the day that a holiday is observed by the Town shall be paid time and one-half for all hours worked on the holiday.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, the following Monday shall be observed.

Absences before or after holidays. To be eligible to receive holiday pay, an employee is required to work his/her regularly scheduled hours on both the workday preceding and the workday following the holiday. Exceptions to this policy may be approved when an individual is on:

- a. Military leave;
- b. Jury duty;
- c. Vacation leave;
- d. Bereavement leave;
- e. One day of illness either before or after the holiday but not both unless otherwise authorized by the First Selectman or immediate supervisor;
- f. Previously approved personal days off either before or after the holiday but not both;
- g. Other leave as approved by the First Selectman at his/her discretion.

Employees who are off-duty on the holiday by reason of sick leave or vacation shall not be charged for a sick day or vacation but will be paid for the holiday.

Section 3.

Vacations. Eligibility. Full-time employees who have successfully completed probation are eligible for vacation leave. The employee's anniversary date of hire will be used to determine the amount of vacation time due. Employees shall be entitled to vacations with pay at the employee's base pay as follows:

Length of Continuous Service	Earned Vacation Leave
0 -12 months	36 hours per year = 1.384 hours per pay period
1 year but less than 5	72 hours per year = 2.769 hours per pay period
5 years but less than 10	108 hours per year = 4.154 hours per pay period
10 years of service or more	144 hours per year = 5.538 hours per pay period

Vacation pay is equal to the employee's regular straight time rate of pay times the number of hours of the employee's normal workweek.

Use of Vacation Leave. An employee may take vacation leave during the year it is earned with proper advance authorization in hourly increments, consistent with the needs of the Town and subject to the approval of an employee's supervisor. The vacation period shall be between July 1 and June 30 of each fiscal year.

Vacation Approval. Employees must provide their immediate supervisor with written notice of their request to take vacations for periods of one to two weeks at least thirty (30) days in advance, and can only take vacation upon the approval of their supervisors. Vacation requests for periods in excess of two weeks require at least sixty (60) days advance notice. Under all circumstances, employees will only be allowed to take vacations in accordance with the operational needs of the Town. Length of service will govern in the selection of vacations, insofar as it is practicable and consistent with current operating conditions. Employees who fail to submit their vacation schedule by the required time shall relinquish any rights of seniority in selecting their vacation.

Vacation Accrual and Accumulation. An employee may accumulate vacation up to the total amount earned during a two (2) year period. All unused vacation in excess of such maximum accrual shall be forfeited.

Prior Part-Time Service Credit. Effective January 1, 2005, part-time employees, working less than 1,040 hours per year, who advance to full-time employment with the Town, will be given proportionate service credit based upon their hours worked as a part-time employee in relation to a full-time work schedule for purposes of determining the employees' years of service with the Town for use in computing vacation and longevity eligibility.

Break in Service. The length of continuous service shall determine vacation leave. For purposes of computing vacation leave, employees who leave Town employment and are later rehired shall be considered as new employees. Employees who are laid-off and later rehired shall not be affected by the break in service; however, time on layoff shall not be considered as accumulated service.

Advanced Vacation. No employee may take vacation leave beyond the amount earned.

Holiday Celebrated During Vacation Leave. Observed holidays established by these rules shall not be considered as part of the vacation leave.

Payment Upon Termination: Written notice of resignation must be filed with the First Selectman at least two (2) weeks in advance of separation. An employee resigns in good standing if a written statement of reasons for the resignation is received at least fourteen (14) calendar days prior to the effective date of the resignation and if such employee returns all Town property, records, and assets before departure. The First Selectman may permit a shorter period of notice because of extenuating circumstances.

An employee who resigns in good standing shall be entitled to pay up to and including the last day which he/she worked.

The employee shall be paid for any vacation time which is due at the date of termination which has not been taken provided the employee has followed the requirements of this Article.

Section 4.

Sick Leave. Eligibility. In order to qualify for sick leave, the employee must have completed his/her probationary period.

Full Time: All full-time employees shall receive sick leave in the amount of 144 hours per year at the beginning of each fiscal year. Sick days may be pro-rated for new employees depending on the conclusion of his/her probationary period. Sick leave may be taken in hourly increments and must be approved by the supervisor. An employee whose available sick leave has been exhausted may use available vacation or personal time.

Part Time: Any regular part-time employee paid on an hourly basis or classified as non-exempt is eligible to take paid sick leave after they have completed 680 hours of employment after hire and if they have worked at least an average of ten (10) or more hours per week for the Town in the most recent calendar quarter prior to requesting sick leave.

Regular part-time employees will be entitled to accrue sick leave at a rate of 0.025 hours for each

hour worked, up to a maximum of 40 hours of paid sick leave for each fiscal year. Employees who do not use their entire allotment of paid sick leave in one (1) fiscal year may carry over up to 40 accrued hours to the next fiscal year but may not use more than 40 hours of paid sick leave in any fiscal year. Upon termination of employment, accrued sick leave benefits will not be paid out.

Use of Sick Leave. Sick leave is provided for the following purposes:

- a. Personal illness, physical incapacity or bodily injury or disease.
- b. Illness or physical incapacity in the employee's immediate family requiring his/her personal attention. For this purpose, "immediate family" is defined as employee's current spouse/civil union partner, mother, step-mother, father, step-father, mother-in-law, father-in-law, grandparents, brother, sister, child, step-child, daughter-in-law, son-in-law or grandchild.
- c. A father shall be granted an additional 24 hours off with pay for the birth of his child.
- d. Medical and dental appointments or for other preventive care issues.

Sick leave cannot be used for absence due to any injury that is compensable under the Workers' Compensation system (except when any waiting period is required). Any paid sick leave taken in any payroll week will not be counted as hours worked when computing weekly overtime for that week.

Carry Over and Payment Upon Termination: Employees may not carry over any unused sick leave to any subsequent year. Employees will not be compensated for any amount of unused sick time upon termination of employment at any time for any reason.

Doctor or Dentist Appointments. Except in emergencies, absences for such appointments must be cleared at least two (2) days in advance of the day on which the absence is to occur with the department head or with the First Selectman.

Notification and Documentation of Illness. On the first day of absence from work due to illness, the employee shall report his/her illness by telephone to the Chief of Service or designee at least one (1) hour prior to the beginning of his/her scheduled work assignment. Employees must also remain in regular contact with their supervisor during any period of prolonged absence.

A Department Head or the First Selectman may require proof of illness for authorized sick leave, medical fitness to return to work or proof of doctor/dental appointments. If such proof is required, in the judgment of the Department Head or the First Selectman, proof may include a doctor's certificate or other proof of illness/appointments from the employee's physician indicating the nature and duration of the illness/appointment. The Town retains the sole discretion to determine whether an employee's proof is satisfactory. As a general rule, a medical certificate is required for any illness exceeding three (3) workdays in length. The Town reserves the right to investigate any absence for which sick leave is requested, regardless of duration, and may require proof of illness in any instance where it suspects abuse of sick leave.

Section 5.

Personal Time. Eligibility. In order to qualify for personal leave, the employee must have completed his/her probationary period.

All full-time employees will be eligible for 48 hours of personal time during each calendar year of

employment. Personal days may be pro-rated for new employees depending on the conclusion of his/her probationary period. Personal time may be taken in hourly increments.

Approval. Employees may take personal time upon the approval of the Chief of Service or designee. Under all circumstances, employees will only be allowed to take personal time in accordance with the operational needs of the Town. Length of service will govern in response to requests for personal time, insofar as it is practicable and consistent with operating conditions.

Carry Over and Payment Upon Termination. Employees may not carry over any unused personal time to any subsequent year. Employees will not be compensated for any amount of unused personal time upon termination of employment at any time for any reason.

Section 6.

Bereavement Leave. If there is a death in the employee's immediate family, all full-time employees will be eligible for an appropriate period of paid bereavement leave not to exceed 36 hours of regularly scheduled working days. Immediate family includes and is limited to the employee's current spouse/civil union partner, mother, step-mother, father, step-father, mother-in-law, father-in-law, grandparents, brother, sister, child, stepchild, daughter-in-law, son-in-law, grandchild or legal ward or guardian. An eligible employee shall further be allowed up to 12 hours with pay to attend a funeral for the death of other members of the employee's family not listed above. The First Selectman and/or the department head will give favorable consideration to eligible employees for requests for vacation leave or leave without pay for deaths of friends, or for extension of the paid bereavement leave provided. The Town reserves the right to request verification of the death and the person's relationship to the employee.

Section 7.

Jury Duty. Full-time and part-time employees required to serve jury duty shall be paid the difference between the employee's normal rate of pay for regular scheduled work days and the fee received for serving as a juror. Jury duty pay will be given only for time lost on regularly scheduled working days. Employees are expected to report for work during scheduled hours whenever jury services are not required. An employee called for jury service shall furnish the Town with a notice to serve, evidence of attendance and compensation fee.

Section 8.

Leave of Absence. Leaves of absence may be granted at the discretion of the Chief of Service and the First Selectman based on an employee's individual circumstances and the business needs of the Town. Leaves of absence are considered voluntary time off without pay. Since the purpose of an unpaid leave of absence is to enable an employee to maintain his/her ability to continue employment with the Town, such an employee may not work elsewhere while on such leave unless previously approved by the Chief of Service and the First Selectman or unless otherwise required by applicable law.

To be eligible for a leave of absence, an employee must have been continuously employed full-time for a one (1) year period prior to the leave period requested. A request for an unpaid leave of absence must be submitted in writing thirty (30) days in advance (unless it is an emergency) to the Chief of Service and the First Selectman stating the purpose and expected duration. The Chief of Service and the First Selectman will review each such request on a case-by-case basis to determine whether to approve the request, and if approved, to determine the duration of leave time that can be provided. The Town can require, at its discretion, medical certification for any leave requested for medical reasons.

Because a leave of absence is unpaid, employees must use all of their accrued vacation, sick (if the reason for the leave makes this benefit applicable) and personal time before any unpaid leave

can begin. Vacation, personal and sick time (if applicable) so used will be counted as part of the total leave time allotted.

Within a reasonable period of time prior to the expiration date of a leave, or in any event, at least one week prior to the expiration date, employees must contact the First Selectman to confirm whether they are able to return. If the leave time allowed has expired, and the employee has made no contact with his/her supervisor, the leave of absence will cease and employment will be terminated. If an employee confirms that s/he will be able to return to work upon the expiration of the leave, the Town will attempt to restore that employee to the same or similar position. However, employees should recognize that when they are ready to return from an unpaid leave of absence, there is a risk that the same or similar position may not be available. **As such, job placement following a return from an unpaid leave of absence is not guaranteed.**

Section 9.

Occupational Injury Leave.

If an employee suffers an accident or injury that occurred while the employee was engaged in the performance of his/her duties and has made an approved Workers' Compensation claim, the Town shall continue to pay the employee through payroll so that the employee will receive his/her normal base pay/holiday pay during injury leave for as long as the employee remains employed or for the first six (6) months, whichever period is shorter. Lost time under injury leave for the first six (6) months shall not be charged to sick or vacation leave, but sick time and vacation time will not accrue while an employee is out on injury leave.

When an employee is on Occupational Injury Leave, medical insurance and retirement contributions will be made by the Town to the eligible employee's account. The employee must continue to pay his/her share of the medical insurance premium. Leave time will not count toward seniority when an employee is on Occupational Injury Leave.

If the employee continues to be eligible for payments under the Workers' Compensation Act after the six (6) month period, then the employee can choose to utilize their available sick leave to equalize the monetary difference between said employee's weekly straight time wages and the benefits payable to him/her under the Workers' Compensation Act.

ARTICLE XVI **BENEFITS**

Section 1.

All provisions of the Town of Ellington Personnel Rules and Regulations which are not specifically altered by this Agreement shall continue to apply to all members of the bargaining unit, as may be modified from time to time in the Town's discretion.

Provided below is a general description of the employee benefits currently offered by the Town to eligible employees and retirees. Because the exact provisions of these benefits, particularly insurance coverage, change from time to time, the detailed descriptions of each benefit and the conditions of enrollment and specific benefit plan terms are set forth in specific plan documents that are available upon request in the Finance Office. The Town reserves the right to change or discontinue any of its insurance benefits as well as the conditions for participation in such benefits plans in the sole discretion of the Board of Selectmen. Furthermore, where the terms of this Agreement are inconsistent with the terms of any benefit plans maintained by the Town, the terms of the more specific benefit plans shall control.

Section 2.

Insurance. The Town offers full-time employees medical, dental, life and disability insurance benefits subject to any applicable waiting periods that may apply. The following insurance benefits are offered to eligible employees who choose, at the time of their hire or during open enrollment periods, to participate in the plans, to fill out any required paperwork, and/or to pay the employee's share of any insurance premiums involved.

a. Medical Insurance

The Town shall offer full-time employees and their dependents, in accordance with the eligibility requirements of the plan and medical insurance benefits as set forth below.

A High Deductible Health Plan (HDHP) with Health Savings Account (HSA) shall be the exclusive plan offered to eligible employees.

High Deductible Health Plan/Health Savings Account (HDHP/HSA) Plan

The Town shall offer regular full time employees and their dependents, in accordance with the eligibility requirements of the plans, medical insurance benefits as set forth below.

Eligible employees may elect coverage under a HDHP/HSA deductibles of Three Thousand Dollars (\$3,000) for a single and Six Thousand Dollars (\$6,000) for two-person and family coverage. In and out-of-network benefits share the same deductible. For out-of-network the member will have an additional responsibility for 20% of the cost of services after deductible until the cost share maximum ("CSM") reaches \$6,000 single (includes deductible) and \$ 12,000 family (includes deductible). The CSM also includes prescription copays after deductible.

The Town shall fund seventy five percent (75%) of the deductible cost into a Health Savings Account ("HSA") for each employee. The Town will fully fund its deductible contribution to the employee's HSA in the first payroll in January provided that each employee shall be required to provide the Town with an appropriate signed authorization to permit the Town to recoup such contributions on a prorated basis in the event the employee separates from employment with the Town or otherwise becomes ineligible for the Town's group medical benefits prior to the end of the contract year for which the Town's HSA contribution applies.

Effective January 1, 2019, employees who elect benefits under the HDHP shall contribute fifteen percent (15%) of the premium cost for said insurance for themselves and their dependents by bi weekly payroll deductions. The employee premium share contribution shall increase to sixteen percent (16%) effective January 1, 2021 through the end of this contract.

The Town's contributions to an employee's HSA shall be prorated by month to reflect the proportional number of months remaining in the plan year for any new employee or for any employee who, due to a qualifying event, enrolls in the HDHP after January of any given HDHP plan year.

The Town's annual contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for employees. The Town shall have no obligation to fund any portion of the HSA plan for individuals upon their separation from employment unless the employee meets the "Rule of 75" and leaves in good standing as defined in Article XVIII. The "Rule of 75" is defined as regular full-time employees whose age plus years of service equal or exceed

75.

If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 49801, and/or any other local, state or federal statute or regulation, the Union and the Town agree to reopen this Agreement for the purpose of negotiating (1) alternative insurance plan(s) with a total combined cost that either reduces/mitigates the excise tax or falls below the excise tax thresholds; (2) funding of the excise tax and (3) any other issues presented by the imposition of the excise tax.

In order to be eligible for medical insurance benefits, employees must be regularly scheduled to work a minimum of thirty-six (36) hours per week.

- b. Life insurance in the amount of two times the employee's base salary.
- c. Dental insurance benefits.
- d. Accidental Death and Dismemberment Insurance: The Town pays for accidental death and dismemberment insurance, in an amount equal to two (2) times annual base salary for each insurance, to a benefit maximum of \$200,000 with a reduction in coverage to 50% at age 70. Coverage includes an accelerated death benefit and a life conversion privilege.
- e. Disability Insurance: The Town provides short-term and long-term disability insurance for accidents or illnesses not covered by Worker's Compensation. After an approved seven (7) day period of extended sick leave, short-term disability insurance will provide a weekly payment for a limited period of time, not to exceed 66.67% of the regular weekly pay, subject to limitations, in the event of a non-occupational accident or illness, for up to twenty-six weeks (26). Thereafter, if the employee continues to be totally and permanently disabled, long-term disability insurance will provide additional weekly payments.

Section 3.

Retirement Plan. All full-time employees are eligible for a retirement plan (Town of Ellington 401A Money Purchase Plan). The Town will contribute 7.1% of pay to the account of the employee plus a matching provision of up to 4.64% of pay with the following feature highlights:

- a. Each employee is vested as soon as the contribution is made;
- b. Normal retirement age is 65 while early retirement age may be at age 55;
- b. Each employee may designate the investment vehicle into which his/her contribution shall be made within the investment options approved by the Trustee.

Retiree's Health Insurance. Effective January 1, 2005, retirees who meet the "Rule of 75" (age plus years of service which equal or exceed 75) shall be eligible to participate in the Town of Ellington's Group Health and Dental Insurance Plan. When retirees reach the Medicare age, the retirees shall also be covered under Medicare A and B supplemental coverage.

The Town pays 100% of the premium cost for the retiree's health insurance coverage and the retiree pays 100% of the difference in premium rates applicable for individual coverage and the elected dependent coverage. If under age 65, the retiree shall pay the premium share that employees pay under Article XVI, Section 2.a of this Agreement. Employees hired by the Town on or after July 1, 2016 shall not be eligible for any Town contribution toward the cost of continued medical insurance benefits (or Medicare) following their retirement, notwithstanding the provisions

set forth above.

Retiree's Life Insurance. Effective January 1, 2005, retirees who meet the "Rule of 75" (age plus years of service which equal or exceed 75) shall be eligible to participate in the Town of Ellington's Life Insurance Plan. The Town shall provide each retiree with a \$10,000 life insurance policy, subject to the provisions described in the current insurance booklet.

ARTICLE XVII
LONGEVITY

All full-time eligible employees hired before July 1, 2016 shall receive longevity payments in the first pay period of July each year as follows:

5 to 10 years of service	\$100
11 to 15 years of service	\$150
16 to 20 years of service	\$250
21 to 25 years of service	\$350
26 years of service and over	\$450

Any eligible employee who works more than 1,040 hours in a calendar year will be considered to have accrued one year of service. Prior part-time service will apply in determining the employee's eligibility for longevity.

ARTICLE XVIII
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;
- 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 establish contracts or subcontracts for any of the Town's operations, provided that this right shall not be used for the purpose or intention for undermining the Union or

discriminating against its members. The Town also shall have the right to supplement the bargaining unit workforce with contractors and other non-bargaining unit members to accomplish tasks performed by members of the bargaining unit;

- h. 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;
- i. To take any action which the Town reasonably believes is necessary to comply with any legal requirements regardless of the restrictions imposed by any terms and conditions of this Agreement, provided the Town establishes the legal obligation.

ARTICLE XIX **NO DISCRIMINATION**

As used herein, the words "he" and "him" apply fully to bargaining unit members, regardless of sex or gender.

ARTICLE XX **LABOR MANAGEMENT MEETINGS**

The parties agree that, at the request of either party, there will be a Labor Management Meeting once per quarter. The Town and the Union may each designate up to three (3) attendees at such meetings.

ARTICLE XXI **UNIFORMS**

Section 1.

Effective annually on July 1, the Town shall pay one hundred fifty dollars (\$150) for boot allowance every year for full-time employees and every other year for part-time employees.

Section 2.

All uniforms shall be in compliance with state regulations.

Section 3.

The Town shall reimburse employees for the 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 employee:

- a. watches (up to \$50);
- b. eyeglasses (cost of frames not to exceed \$100);
- c. dentures; and
- d. cell phone (up to \$100).

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

Section 4.

Full-time employees shall be provided with three (3) EMR pants, three (3) polo shirts. Part-time employees shall be provided with two (2) of each item listed herein. Uniform items that are damaged or become unusable due to wear and tear shall be replaced by EVAC.

ARTICLE XXII
DURATION

Section 1.

This contract shall be in full force and effect from July 1, 2019 until June 30, 2022.

Section 2.

This Agreement shall be renewed automatically from one year to the next thereafter unless either party notifies the other in writing not more than one hundred eighty (180) days or less than one hundred twenty (120) days prior to the termination date that such party desires to modify this agreement.

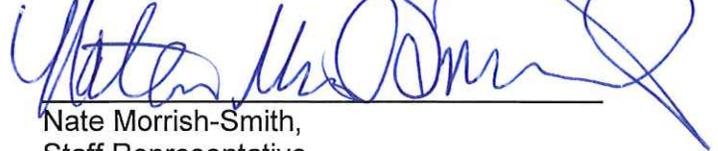
The parties have entered into this Agreement as of this.

FOR THE TOWN OF ELLINGTON



Lori Spielman
First Selectman

FOR THE UNION



Nate Morrish-Smith,
Staff Representative
NAGE/IBPO



Tonya Glomboske
Union President