

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ELLINGTON

AND

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

JULY 1, 2025 THROUGH JUNE 30, 2028



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, (Decision No. 4547; Case No. ME-29251) 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(s) of the Union and the authorized representative(s) of the Town only. No more than three (3) representatives of each party will engage in bargaining unless mutually agreed by the parties.

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. See Art. IV Sec. 1, below.

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 Town Administrator 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 with advance notice to, and permissions from, the Town Administrator or

her/his designee for the purpose of processing grievances; no interference with the work of the employees or the confidentiality and privacy of patients shall result from such visits. Employees are expected to focus on their work for the Town during working hours and so, aside from time spent in grievance meetings, should not be engaged in union-related business while working.

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 Town Administrator 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 ambulance 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, without loss of 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.

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 Town Administrator 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. No Union notices may be posted elsewhere on Town property. Notices shall be on Union stationery and shall bear the signature of an authorized Union officer/steward or representative.

Section 2.

The Town Administrator or his/her designee shall give to each employee and to each new employee when hired a copy of this Agreement and a copy of the Town's Personnel Rules and Regulations. Delivery by electronic means shall be deemed acceptable delivery in compliance with this article.

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 of members 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 Town Administrator 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 Town Administrator 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. See Sec. 10 below for definition of “days.”

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 Town Administrator 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 Town Administrator 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 Section 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 Town Administrator’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 questioning 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 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. Only bargaining unit service will 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. 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 within the bargaining unit.

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 there are grounds to extend the initial probationary period, the Town will notify the employee and the Union representative in writing. The parties will then agree upon the duration of the extension and the conditions upon which the probationary employee will be released from probation to permanent status. A probationary employee who is unable to successfully complete probation or authorized extension will be terminated.

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 Town Administrator 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
FIELD TRAINING OFFICER PROGRAM

Section 1:

The Town reserves the right to develop a field training program. The parties agree to impact bargaining prior to implementation of any program.

ARTICLE XII
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.

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 thirty-six (36) hours per week. Generally, three (3) twelve (12)-hour shifts.

Section 5.

Part-time employees shall be required to work a minimum of one 12-hour shift per week but less than thirty (30) hours per week. Part-time employees who are unable to work a minimum of one shift per week may be counseled, warned, or considered for further discipline up to and including termination.

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 will coordinate with the scheduler to ensure coverage is secured. Except in cases of emergency, shift changes must be arranged at least twenty-four (24) hours in advance of a shift. The employee originally assigned to the shift will remain responsible for working that shift until the schedule is amended.

Section 7.

Hours of Work: Generally, shifts will be twelve (12) hours in duration. However, shifts may be scheduled in an effort to provide the greatest EMS coverage. This language should not be construed so as to prevent the scheduling of shifts in other time blocks should the need arise.

Scheduling Procedures: Open shifts shall be offered as follows:

- A. First, full-time employees shall be scheduled thirty-six (36) hours each week. Generally, three twelve (12) hour shifts.
- B. Next, part-time employees shall be scheduled one twelve (12)-hour shift each week.
- C. Next, volunteer members shall schedule shifts they can work.
- D. Next, part-time employees may be scheduled for additional available shifts according to employee availability, previously scheduled hours, and seniority.
- E. Next, per diem employees may be scheduled for available shifts.
- F. Finally, any group of service providers may be scheduled to work available shifts.

Mandation (Order In): In the event all shifts are not filled using the above procedures, the Town shall order an available full-time or part-time employee to work. The ordering in of employees shall be undertaken in a rotation by inverse seniority only after exhausting all other means, including an outside paid agency. The same employee should not be ordered in on successive occasions unless no other full-time or part-time employee is available. When mandated, a full-time or part-time employee shall be compensated at a rate of time and one half their normal hourly rate of pay up until 40 hours and two times their hourly rate for all hours above 40.

Section 8.

Holiday Shifts. Shifts left open as a result of a holiday recognized by the Town shall be offered in the following order:

- A. First, volunteer members shall be offered to work.
- B. Next, part-time employees.
- C. Next, per diem employees.
- D. Finally, available shifts will be offered to full-time employees.

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 mealtime, 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 XIII
PAY RATE - WAGE INCREASES

Section 1. (Hourly rate of pay)

Full Time EMTs	2025	2026	2027
10+ years of service	\$29.00	\$30.00	\$31.00
< 10 years of service	\$28.00	\$29.00	\$30.00
Part Time EMTs	2025	2026	2027
10+ years of service	\$22.77	\$23.45	\$24.16
< 10 years of service	\$20.17	\$20.78	\$21.40

Section 2.

Cell phone stipend. Full-time employees shall receive a monthly stipend for personal cell phones in accordance with the Town Cell Phone Policy, or a minimum of \$25.00 per month,

ARTICLE XIV
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 XV
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 XVI
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. The Town recognizes the following days as holidays. Full-Time employees shall not generally be scheduled to work on such holidays but shall be compensated at their regular rate of pay for the hours normally worked on such days.

New Year's Day
 Martin Luther King Day
 Presidents' Day
 Good Friday
 Memorial Day
 Juneteenth
 Independence Day

Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day

Full-time employees who work on the day a holiday is observed by the Town shall be paid two times their normal hourly rate (double time) for the hours worked.

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.

Full-time employees who are off duty on the holiday by reason of vacation shall not be charged for a vacation day but will be paid for the holiday.

The appropriate holiday rate of compensation for Thanksgiving begins at noon the day before Thanksgiving Day.

The appropriate holiday rate of compensation for Christmas Day begins at noon the day before Christmas Day.

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.

In addition to the holidays enumerated in this section, holidays shall include any specially declared holidays or days of mourning declared by the Town Administrator or the Board of Selectmen or the Governor.

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 as much advance notice as practicable in accordance with the following guidelines. Written notice of their request to take vacations for periods of one to two weeks at least fifteen (15) days in advance and can only take vacation upon the approval of their supervisors. 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 approval 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. The use of vacation will not be unreasonably denied.

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.

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 rehired within one year 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 Town Administrator 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 Town Administrator 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 accrued vacation time as of the date of termination which has not been taken provided the employee has followed the requirements of this Article.

Section 4.

Sick Leave. The Town recognizes the standards regarding paid sick leave as set forth in Connecticut's Paid Sick Leave law (CGS 31-57r-31-57w), as may be amended from time to time. The provisions of this agreement are not intended to conflict with such statutes.

Eligibility. The Town provides sick leave to full-time and regular part-time employees who are unable to work due to illness or injury.

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 their date of hire. Sick leave may be taken in hourly increments and must be approved by the supervisor where applicable. Such leave will not be unreasonably denied. An employee whose available sick leave has been exhausted may use available vacation or personal time. The Town and the Union recognize that the provisions of the Connecticut Paid Sick Leave law do not allow an employer to question the reason for sick leave or require a doctor's note for the first 40 (forty) hours of sick leave used in any year. However, in order for an employee to take advantage of the Family Medical Leave Act (FMLA) the employee will be required to provide medical certification in accordance with the FMLA law.

Regular part-time employees will be entitled to accrue sick leave at a rate of 0.033 hours for each hour worked, up to a maximum of 40 hours of paid sick leave for each 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. For (A) an employee's illness, injury or health condition, (B) the medical diagnosis, care or treatment of an employee's mental or physical illness, injury or health condition, (C) preventative medical care for an employee's mental or physical health, or (D) a mental health wellness day;
- B. For (A) illness, injury or health condition of an employee's family member, (B) the medical diagnosis, care or treatment of a mental or physical illness, injury or health condition of an employee's family member, or (C) preventative medical care for an employee's family member for such family member's mental or physical health;
- C. For closure by order of a public official, due to a public health emergency, of either (A) an employer's place of business, or (B) a family member's school or place of care;
- D. For a determination by a health authority having jurisdiction, an employer of the employee, an employer of a family member or a health care provider, that such employee or family member poses a risk to the health of others due to such employee's or family member's exposure to a communicable illness, whether or not the employee or family member contracted the communicable illness; and
- E. Where an employee or an employee's family member is a victim of family violence or sexual assault, provided such employee is not the perpetrator or alleged perpetrator of such family violence or sexual assault, for (A) medical care or psychological or other counseling for physical or psychological injury or disability, (B) obtaining services from a victim services organization, (C) relocating due to such family violence or sexual assault, or (D) participating in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.
- F. An employee who is the parent of a newborn child or newly adopted child or newly placed child for foster care, may be eligible for leave in accordance with the Family Medical Leave Act (FMLA). The employee may use available accrued leave as compensation during such absence. A qualifying employee may be eligible to use short-term disability (STD) during such absence in accordance with the terms of the Town's STD contract.

- G. 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).

Carry Over and Payment Upon Termination: Sick leave shall accrue from year to year; however such accrual shall not exceed 420 hours. Accrued sick leave shall NOT be paid out upon separation.

Medical or Dental Appointments. Except in emergencies, absences for such appointments must be approved at least two (2) days in advance of the day on which the absence is to occur with the Chief of Service or with the Town Administrator.

Notification and Documentation of Illness. Documentation and notification of absence due to illness is regulated by Connecticut's Paid Sick Leave law. Because of the need to ensure proper staffing of the Town's EMS service, all employees agree to make timely notification of their supervisor in the event they are unable to work due to illness. Employees agree to make such notification at least 1 (one) hour prior to the start of their shift when possible. Employees agree to remain in regular contact with Chief of Service and Human Resources during any period of prolonged absence and shall be expected to provide the Town with updated information regarding their work capacity.

The Chief of Service or the Town Administrator 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 Chief of Service or the Town Administrator, 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. In accordance with Connecticut's Sick Leave Law, the requirement for proof of illness shall not apply to the first 40 hours of sick leave used in a year. However, the requirements of the Family Medical Leave Act shall prevail in the event of leave that qualifies as FMLA.

Section 5.

Personal Time – Eligibility: 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 their date of hire. 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, brother-in-law, sister-in-law, grandchild or legal ward or guardian. An eligible employee shall

further be allowed up to one day off with pay to attend a funeral of other members of the employee's family not listed above when it occurs on a scheduled work day. The Town Administrator and/or the Chief of Service will give favorable consideration to eligible employees for requests for vacation leave or leave without pay for the attendance at services associated with the 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 for the first five (5) days of juror service. 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 Town Administrator 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 Town Administrator 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 Town Administrator stating the purpose and expected duration. The Chief of Service and the Town Administrator 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. If an employee granted leave has no pay due from the Town at any time during such leave, the employee shall arrange with the Finance Officer to make direct payment of the employee's contributions to benefits for which deductions are normally made from the employee's pay (medical and dental insurance, pension, etc.)

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 at least one (1) week prior to the expiration date, employees must contact his/her supervisor who will in turn notify the Town Administrator to confirm whether the employee is 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, except as required by law.

Section 9.

Occupational Injury Leave. (Workers' Compensation Act, CGS Chapter 568)

Work-related injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his or her duties. Employees must immediately report to their supervisor all instances of injuries sustained on the job. Employees of the Town are covered by Workers' Compensation Insurance and are paid stated amounts due to injuries sustained on the job.

Salary Continuation: The Town shall supplement the payments of the compensation carrier so that the employee will receive his or her normal base pay during work-related injury leave for a period not to exceed six (6) months. Thereafter, the employee shall receive only the applicable rate paid by the compensation carrier, if any.

When an employee is on Occupational Injury Leave, medical insurance and retirement contributions will continue to 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.

The accrual of time off to include sick leave and vacation leave will continue as long as the employee remains an employee of the Town. Time on Workers' Compensation leave will NOT be deemed a break in service to the Town.

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 cover the monetary difference between said employee's usual weekly straight time wages and the benefits payable to him/her under the Workers' Compensation Act.

ARTICLE XVII **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 Human Resources 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 plans, medical and life insurance benefits as set forth below. 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 Human Resources.

Medical Insurance: State of CT Partnership Plan: The Town offers this plan to full-time employees.

Unless otherwise required by State or Federal law, in order to be eligible for any Town contributions towards and participation in medical insurance benefits, employees must be regularly scheduled to work a minimum of thirty (30) hours per week, in accordance with the federal Affordable Care Act.

Employees who elect medical and dental benefits shall contribute to the cost of the premium(s) in accordance with the following. The Town shall contribute the remaining cost to such premium(s).

July 1, 2025	July 1, 2026	July 1, 2027
14%	14.5%	15%

- B. Dental insurance benefits: Through the CT State Partnership Plan, the Town offers dental insurance with specific benefit plan terms set forth in plan documents that are available in Human Resources. The employee premium share contribution for dental insurance shall mirror that of the medical insurance employee contribution. Eligible employees include full-time employees.
- C. Vision Plan: The Town will continue to provide vision coverage at no cost to the employee.
- D. Life Insurance: The Town provides Life Insurance in the amount of two (2) times the eligible employee's base salary up to \$200,000. Benefit Reduction: When an employee reaches the age of (70) seventy the original amount of insurance will be reduced to 50%. Insurance ends on the date of your resignation or retirement. Plan documents are available in Human Resources. Eligible employees include full-time employees.

The Town shall have the right at any time to change insurance providers, plans or to self-insure any of the benefits provided in this Article so long as comparable coverage is maintained. Nothing shall prevent the Town from implementing an insurance benefit it believes is comparable to the prior benefit, subject to the Union's right to grieve as set forth in the Grievance Procedure (Article VIII, above).

All references in this Agreement to types of benefits are solely for the purposes of description and identification and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

- E. Accidental Death and Dismemberment Insurance: The Town pays for accidental death and dismemberment insurance for employees, in an amount equal to two (2) times annual base salary for each insurance, to a benefit maximum of Two Hundred Thousand Dollars (\$200,000) with a reduction in coverage to 50% at age 70. Coverage includes an accelerated death benefit and a life conversion privilege.
- F. Disability Insurance: The Town provides employees with 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 an eligible 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 continual weekly payments.

When an employee is on short-term or long-term disability leave, s/he will not accrue leave time; however, leave time will count toward seniority. The Town's medical insurance contributions will continue to be made by the Town to the eligible employee's account provided that the employee continues to pay his/her share of the medical insurance premiums, either in person or through payroll deduction. Retirement contributions will not be made by the Town to the eligible employee's account while on short/long term disability leave.

Section 3.

Retirement Plan.

Town of Ellington 401(a) Plan: All full-time employees are eligible on date of hire to participate in a Town of Ellington 401(a) Retirement Plan. The Town will contribute 7.1% of each eligible employee's wage each pay period (biweekly).

Town of Ellington 457(b) Plan: All full-time and part-time employees shall be eligible on date of hire to participate in a Town of Ellington 457(b) deferred compensation plan. Employees who choose to participate will be required to establish a 457(b) Plan account to accept their employee contributions. Full-time employees who participate are eligible for a Town match of up to 4.64% of the employee's contribution into the 457(b) plan.

- 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;
- c. 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: The Rule of 75 is defined as regular full-time employees whose age plus years of service equal or exceed 75. Retirees not yet Medicare eligible who meet the Rule of 75 shall be eligible to participate in the Town of Ellington Group Health and Dental Insurance Plan, as such coverages may change from time to time through collective bargaining. Retirees who meet the Rule of 75 shall pay the same premium contributions towards insurance premium cost for the benefits elected for themselves as active employees pay, as such amounts may change from time to time through collective bargaining.

Once Medicare eligible by age or disability, the Rule of 75 qualified retiree shall no longer be eligible to participate in the Town's Group Health and Dental Insurance Plans. Eligible retirees* will have the option to participate in a Medicare Supplemental Plan B, (Medical Coverage) and/or dental coverage at no cost to the eligible retiree. The retiree must be enrolled in Medicare Part B and must provide their Medicare number to Human Resources to be considered. Eligible retirees may select health and dental coverage or may select only health or only dental coverage. The Town shall pay 100% of the premium cost for Medicare supplemental and dental coverage for Rule of 75 eligible retirees*. If the employee elects dependent coverage by the above insurance, they may do so by paying 100% of the cost for such dependent coverage and providing their Medicare number to Human Resources.

*Eligible Employees Defined: Employees who are hired by the Town of Ellington on or after July 1, 2016, shall not be eligible for any Town contribution towards the cost of continued medical insurance benefits or Medicare supplemental insurance 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 policy that is current at the time.

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 lay off, 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 affected 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

Neither the Town or the Union shall engage in any unlawful discrimination.

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 up to one hundred fifty dollars (\$150) for boot allowance upon presentation of a receipt every year for full-time employees and every other year for part-time employees.

Section 2.

All uniforms shall be in compliance with Town guidelines.

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 every other year. Part-time employees shall be provided with two (2) of each item listed herein every three (3) years. Uniform items that are damaged or become unusable due to wear and tear shall be replaced by the Town .

ARTICLE XXII
DURATION

Section 1.

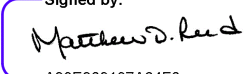
This contract shall be in full force and effect from July 1, 2025 until June 30, 2028.

Section 2.

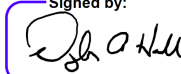
This agreement shall remain in effect until such time as a successor agreement is agreed to by the parties.


The parties have entered into this Agreement as of this. ²³ day of July, 2025

FOR THE TOWN OF ELLINGTON

Signed by:

A38E300187A64E0...
Matthew Reed
Town Administrator

FOR THE UNION

Signed by:

268ACB2D1A94470...
Douglas A. Hall
Lead Counsel
NAGE/IBPO

Signed by:

1044937355CD4E0...
Deborah Landry-Schiesl
Union President