

AGREEMENT

between

TOWN OF ELLINGTON

and

TOWN HALL EMPLOYEES

AFSCME, AFL-CIO LOCAL 1303-473 OF COUNCIL 4

JULY 1, 2019 TO JUNE 30, 2024



**Agreement between the Town of Ellington and the
Town Hall Employees Union AFSCME, AFL-CIO Local 1303-473 of Council 4**

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PREAMBLE:

THIS AGREEMENT is made and entered into on this 5th day of September, 2019, by and between the Town of Ellington (hereinafter referred to as the "Town") and Ellington Town Hall Employees Union represented by AFSCME, AFL-CIO Local 1303-473 of Council 4 (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

The Town recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all clerical Town Hall Employees Union members so designated in Case No. ME-11-759 and Case No. ME-24-630 by the Connecticut State Board of Labor Relations (and including the Animal Control Officer and Assistant Animal Control Officer) who work twenty (20) hours or more per week, excluding supervisory and confidential employees, professional employees, seasonal and temporary employees, and all other employees excluded by virtue of the provisions of the Connecticut State Municipal Employees Relations Act.

ARTICLE II

TOWN RIGHTS AND RESPONSIBILITIES

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulations with respect to the bargaining unit employees, shall remain vested solely and exclusively in the Town of Ellington, including, but not limited to the following: determine the standards of services to be offered by the Town employees; determine the standards of selection for Town employment; direct its employees; take disciplinary action; hire, assign, transfer or promote its employees, and relieve its employees from duty because of lack of work or for other reasons including the right to lay off employees; issue and enforce rules and regulations and from time to time change them; maintain the efficiency of governmental operations; determine work schedules and business hours; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and technology of performing its work; to establish contracts and subcontracts for, or to otherwise reassign any of the Town's operations currently being performed by bargaining unit employees provided that the decision to make such reassignment or to establish such contracts or subcontracts is based on legitimate business reasons including cost and further provided that the Town shall not eliminate or reduce the regular work hours of any current bargaining unit employees as a result of such subcontracting; and fulfill all of its responsibilities to the citizens of Ellington. The Town further retains all other rights and prerogatives including those exercised unilaterally in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement. All of the above rights, responsibilities and prerogatives are inherent in the Board of Selectmen and First Selectman.

ARTICLE III
UNION MEMBERSHIP

- 3.1 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 written notice at least 30 days prior to any changes to either of those.
- 3.2 Should an employee wish to resign from union membership and revoke dues authorization, he/she shall provide written notification to the Town and the Union.
- 3.3 The Town shall notify the Union and the Chapter President of all new hires, terminations, promotions and demotions as they occur.
- 3.4 The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits or other forms of liability, including any reasonable costs incurred by the Town in defending against any such claims, included but not limited to reasonable attorney's 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 of any list, notice or assignment furnished under any such provisions.

ARTICLE IV
NO STRIKE

- 4.1 The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The union and the employees therefore expressly agree that there shall be no interference of these services for any cause whatsoever by the employees, nor shall there be any concerted failure by the employee to report to duty, nor shall the employees absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union and the employees further agree that there shall be no strikes, slowdowns, stay-ins, mass resignations, stoppage of work or any acts, concerted activities or similar forms of conduct that interfere in any manner or to any degree with the operations of the Town.
- 4.2 Any violation of the foregoing by the parties may be made the subject of disciplinary action or discharge from employment, as to any or all employees participating, and/or the exercise of any legal right or remedy as to the Union, and/or cancellation of this Agreement by the Town.

ARTICLE V

SENIORITY

- 5.1** 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/her seniority may entitle him/her.
- 5.2** Seniority is hereby defined as the employee's total length of continuous unbroken service with the Town of Ellington. 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.
- 5.3** New employees shall serve a probationary period of 180 calendar days 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. 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 due to occupational injury leave.
- 5.4** 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.

ARTICLE VI

VACANCIES

- 6.1** When a vacancy in the bargaining unit exists which is to be filled, or when a new position is created, notice of the vacancy and/or new position shall be posted in the Town Hall for a period of seven (7) working days and interested employees may make written application within such posting period. After the internal posting period has expired, the Town may give notice of vacancies or new positions to the general public. Nothing herein provided shall be construed as a guarantee that vacancies and/or new positions shall be filled from the existing employee force.
- 6.2** The decision as to which, if any, of the interested employees or persons shall be selected to fill a vacancy or new position shall be made by the Town based on the applicant's qualifications and the needs of the Town. If, in the judgment of the Town, there are two or more interested employees of equal ability, the more senior employee shall be given preference and where there is an employee and non-employee of equal ability the employee shall be given preference.
- 6.3** Announcements shall specify the title and salary range of the position; the nature of the work performed; the desired qualifications of applicants; the closing date for receiving applications and other information as required. Applications shall be made on forms

provided by the First Selectman and any employee wishing to apply shall submit an application.

- 6.4** In the event that a layoff becomes necessary or there is a reduction in work force, the more senior employee shall be given preference for the available work provided they are qualified to perform the work. Prior to any full time employee being laid off, part-time employees working less than twenty (20) hours per week, part-time employees working twenty (20) hours per week but less than forty (40) hours per week and probationary employees shall be laid off. Any bargaining unit employee who has been laid off shall have recall rights for a period of one (1) year from the date of lay off. After the one (1) year period there shall be no further right of recall.
- 6.5** Transfer of employees between departments and/or work shifts may be initiated by the First Selectman or his/her designee. In making personnel transfers, the needs and interests of affected parties shall be considered, but the overall interests of the Town and its operations will be considered as paramount when personnel transfers are deemed to be necessary. Employees will be given five (5) days notice of transfer except when the First Selectman or his/her designee determines an emergency exists.
- 6.6** When the Town transfers/promotes an employee to another position within the union it shall provide a reasonable period of training. If after a 90 calendar day probationary period the employee is unable to perform the required duties, the employee shall revert back to the previous position if it is available. If an employee voluntarily transfers laterally or through promotion to a higher classification, a 90 calendar day probationary period shall apply.

ARTICLE VII

HOURS OF WORK

- 7.1** The normal work schedule for Town Hall Employees Union members shall be thirty-five (35) hours per week.
- 7.2** The normal work week for all employees shall be five (5) days, Monday to Friday. Nothing provided herein shall be construed as guaranteeing any schedule of hours, minimum work or minimum work day or the availability of work.
- 7.3** a) The normal hours for employees shall be from 8:30 a.m. to 6:00 p.m. on Monday, 8:30 a.m. to 4:00 p.m. on Tuesday, Wednesday and Thursday, with one-half (1/2) hour for lunch, and from 8:30 a.m. to 1:30 p.m. on Friday, with no time allotted for lunch, subject to the Town's right to modify employee work schedules as set forth in Section 7.7 below.
- b) "The Animal Control Officer shall normally work a thirty (30) hour work week, Monday through Friday, twenty (20) hours of work time, and ten (10) hours paid for on-call and call outs. The Animal Control Officer shall receive a salary which is inclusive of all on-call time and call outs during the Monday through Friday period. The Assistant Animal Control Officer shall work a twenty-two (22) hour work week as assigned by the Animal Control Officer. He/she shall work ten (10) hours per week Monday through Friday, and on Saturday and Sunday shall work four (4) hours of work time and two (2) hours of on-call time per day. The Animal Control Officer and Assistant Animal Control Officer shall receive compensatory time or payment for all hours worked in excess of the normal work time in each work week, and

shall not deduct the hours worked in excess of the normal work time from the on-call time or call outs in each work week.

- 7.4** For all hours worked in excess of forty (40) hours in each payroll work week, an employee shall be compensated at the rate of time-and-one-half of his/her hourly rate. All overtime must be specifically approved in advance by the First Selectman and/or his/her designee. The Town shall determine, based upon operational requirements, when overtime shall be worked.
- 7.5** It is agreed that employees, upon the Supervisor's advance approval, may take compensatory time off in lieu of overtime payment, provided the time off is equivalent to the overtime pay and is consistent with the operational needs of the Town.
- 7.6** All employees will be required to submit their hours worked each day, including when they start work, when they leave and return from lunch and when they leave for the day (and any other non-work time during the day, i.e., vacation, sick, etc.). Hours must be submitted by the employee to his/her supervisor for approval before noon every Monday. Employees will be paid on a bi-weekly basis and paychecks shall be distributed every other Friday. New employees are required to have their pay directly deposited into a bank account of their choosing by providing the necessary information to the Town to allow for such direct deposit.
- 7.7** The parties agree that there will be exceptions to Section 7.1, 7.2, and 7.3 such as determined by the First Selectman at the time of hire or at any other time consistent with the operational needs of the Town. If the Town implements a flex hour schedule and/or makes an exception as indicated above, it shall inform the employee and the union representative in writing.

ARTICLE VIII

HOLIDAYS

- 8.1** The following shall be paid holidays when they fall on a normal work day:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas

1/2 day before Thanksgiving

1/2 day before Christmas only if it lands on a Tuesday, Wednesday, Thursday or Friday.

- 8.2** For paid holidays occurring on Saturday, Friday shall be designated as the holiday. For those holidays occurring on Sunday, Monday shall be designated as the holiday.
- 8.3** Whenever any of said holidays fall during the paid vacation of an employee, said holiday shall not be charged against the employee's earned vacation time.

- 8.4 Holiday pay is the full-time employee's regular straight time rate of pay for the number of hours in the normal work day.
- 8.5 Regular part-time employees shall be entitled to the holidays of this Article and shall receive an amount pro-rated on the basis of the average fraction of the standard work week during the past fiscal year.
- 8.6 Employees called in to work on holidays, shall receive double-time pay notwithstanding any other provisions of this Agreement. There shall be no pyramiding of overtime under this provision or any other in the collective bargaining agreement.
- 8.7 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.

ARTICLE IX

VACATIONS

- 9.1 Vacation leave shall be granted to all regular full-time and part-time employees according to the schedule below. Vacation days shall accumulate on a bi-weekly basis and shall be added to the employee's leave time balance after the successful completion of the probationary period of employment. The employee's anniversary date of hire will be used to calculate the bi-weekly accumulation of vacation time due, based on the number of hours in the employee's normal workweek.

LENGTH OF CONTINUOUS SERVICE

0 to 12 months
 1 year but less than 5 years
 5 years but less than 10 years
 10 years or more

ACCRUED VACATION DAYS

5 Days
 10 Days per year
 15 Days per year
 20 Days per year

- 9.2 Employees shall indicate their preference of vacation time no later than the first day of April of each year in writing to the Supervisor. Consistent with the operational needs of the Town and subject to the approval by the Supervisor, seniority shall prevail in the selection of vacations. Employees who fail to submit their vacation schedule by the required time shall relinquish any rights of seniority in selecting their vacation.
- 9.3 Vacation periods not exceeding two (2) consecutive weeks in duration may be selected by employees according to their seniority and subject to approval by their Supervisor.
- 9.4 The vacation period shall be between July 1 and June 30 of each fiscal year. All vacations must be taken and may only be accumulated not to exceed the total amount earned during a two (2) year period.

- 9.5 Vacation days may be taken in hourly increments, consistent with the operational needs of the Town and subject to the approval of the Supervisor.
- 9.6 An employee who is separated or retired from the Town in good standing (as defined in Article XIX) shall be paid the sum total of his/her accrued vacation leave upon the date of such separation or retirement. Such vacation leave shall accrue bi-weekly during the fiscal year on a pro-rata basis, provided that an employee who works less than six (6) months shall not be entitled to a vacation or vacation pay upon separation.
- 9.7 In the event of the death of an employee, the employee's accrued vacation shall be paid to the employee's estate.

ARTICLE X

LEAVE PROVISIONS

- 10.1 Each employee shall be entitled to twelve (12) sick days per year and said days shall be restricted solely for purposes of usage for sickness verifiable at the request of the Town. Said sick days shall not be accumulated and, employees hired after the beginning date of the Agreement shall have the twelve (12) days prorated.
- 10.2 Sick leave shall not be considered as a privilege which an employee may use at his or her discretion. The parties hereby agree that sick leave may be used for personal illness or physical incapacity resulting from causes beyond the employee's control; illness or physical incapacity in the employee's immediate family, when such attendance is required by a physician; medical and dental appointments for the employee, or for the employee's immediate family when such attendance is required by a physician or dentist. Immediate family for all purposes in this contract shall include spouse, child, mother, father, brother, sister, stepchild, stepparent, grandparent, father-in-law, mother-in-law, legal ward, legal guardian or grandchild. Whenever more than three (3) consecutive working days are taken as sick days, or whenever the Town has reason to suspect the employee may be abusing the sick leave benefit, the employee may be required to provide the First Selectman with a written doctor's certification verifying the illness in accordance with the terms of Section 10.3 below. Sick leave may be used in hourly increments.
- 10.3 In the event of absence for which sick leave is claimed, the Town may require verification of illness or injury in the form of a physician's certificate. Such verification shall state the nature of the illness or the injury and its expected duration. Failure to provide such verification upon request shall be sufficient to deny sick leave payment.
- 10.4 For any absence for which sick leave is claimed, notice must be given to the Supervisor as soon as possible or at least at the start of the work day. Failure to give this notice will result in the employee not being paid for the day. Abuse of sick leave shall be considered as sufficient cause of dismissal or suspension.
- 10.5 The Town shall provide short term/long term disability insurance for eligible employees. This insurance shall not be subject to the co-pay provisions of the collective bargaining agreement.

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

10.7 Lost time under injury leave shall not be charged to vacation or sick leave accruals.

10.8 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 applicable statutes.

For a period of time not to exceed two years, permanent full-time employees who have been called up for full-time active military reserve or full-time National Guard duty shall be granted a pay differential, if one exists, between their regular full-time pay and military pay, further, medical insurance and pension contributions made by the Town to the permanent full-time employee's account would continue to be made.

10.9 Leaves of absence shall be granted according to the requirements of State and Federal law. (See Article XVII – Leaves of Absence)

10.10 A father shall be granted two (2) days off with pay for the birth of his child.

10.11 Employees who serve on jury duty shall be paid the difference between the employee's normal rate of pay and the fee received for serving as a juror, not to exceed thirty-five (35) hours in any week up to a maximum of four (4) weeks. Jury leave may be extended up to an additional three (3) weeks with the supplement reduced to provide the employee with two-thirds (2/3) of his /her normal compensation for the additional three (3) week period. An employee called for jury service shall furnish the Town with a notice to serve and evidence of attendance.

10.12 Employees will be eligible for four (4) paid personal days during each fiscal 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. Such days are not accumulative and cannot be applied to the next fiscal period. Personal days shall be requested two (2) weeks in advance except when specifically approved by the Supervisor.

10.13 Full-time employees and regular part-time employees shall be allowed up to four (4) days off with pay following the death of a member of his/her immediate family (as defined in Section 10.2), provided the employee is actually in attendance at the funeral or engaged in activities in connection thereto.

10.14 An employee shall be allowed up to one (1) day with pay to attend a funeral where the death of the person in the employee's family, other than the immediate family (as defined in Section 10.2) occurs. Where the employee is authorized to take funeral leave and said

funeral leave occurs when the employee is already on leave due to vacation, sick leave or other reasons, the days taken will be charged as funeral leave.

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 A grievance is hereby defined as claimed misinterpretation or misapplication of a specific section of this contract to an individual employee. All references to "days" in this Article shall mean "work days". A grievance must be filed in writing within ten (10) days of the event giving rise to the grievance, and must set forth the specific section(s) of the contract alleged to have been misinterpreted or misapplied, and the relief requested. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement.

11.2 Procedure

Informal - present a verbal claim to the immediate Supervisor within five (5) days of the event that led to the grievance in an effort to resolve the problem informally.

Step One - within ten (10) days of event giving rise to the grievance, a grievance must be filed in writing with the First Selectman or his/her designee who shall respond in writing within five (5) days of its receipt.

Step Two - either party may request the mediation services of the 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.

Step Three - in the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association. The request for arbitration must be in writing and filed with the American Arbitration Association not later than fifteen (15) days after the written answer of the First Selectman in Step One is given to the Union. In the event that the parties agree to mediate, the timeline for filing for arbitration shall run fifteen (15) days from completion of said mediation.

11.3 Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Town and shall not be subject to further process. However, any of the above time limits, except for the filing period, may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

11.4 The arbitrator designated shall hear and decide only one (1) grievance in each case under the rules of the Association. The Arbitrator's award shall be final and binding as provided by law, but he/she shall have no power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement. The fee and expenses of the arbitrator shall be borne equally by the parties.

- 11.5** Officers or stewards of the Union shall be designated by the Union for the purpose of adjusting grievances and contract negotiations, and shall be granted a reasonable amount of time without loss of pay to conduct such business.. These individuals so designated by the Union may file general or "institutional" grievances when an issue applies to more than two members of the bargaining unit. The Town and the Union will mutually agree upon the number of such Union representatives who shall participate in the grievance procedure. Grievances shall be processed during normal working hours.
- 11.6** An employee involved in the grievance process may request that the Union represent him/her provided said request is made in writing to the First Selectman.

ARTICLE XII
INSURANCE AND PENSION

- 12.1** The Town shall offer full-time employees (and grandfathered part-time employees referred to in Section 12.7 below) and their dependents, in accordance with the eligibility requirements of the plans, medical and life insurance benefits as set forth below.

(a) Medical Insurance

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

Effective July 1, 2019, eligible employees may elect coverage under a HDHP/HSA Plan with 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 and seventeen percent (17%) effective January 1, 2023.

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 new employees and 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 plan for retirees or other individuals upon their separation from employment.

If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 4980I, 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.

- (b) Life insurance in the amount of two times the employee's base salary.
- (c) Dental insurance benefits.

12.2 All regular employees shall be eligible for a retirement plan (Town of Ellington deferred compensation plan, dated December 15, 1980). Effective July 1, 2012, the Town shall contribute 7.1% of each eligible employee's wage toward the Town of Ellington 401A Money Purchase Retirement Plan as set forth in Section 9-4 of the Personnel Rules and Regulations. In addition, the Town shall match up to 4.64% of employee contributions, effective July 1, 2019.

12.3 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 Article XI: Grievance Procedure.

12.4 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.

12.5 Except as otherwise provided below, retirees who meet the "rule of seventy-five" shall receive the coverages as stated in Section 12.1 of this Article applicable to active employees, as such coverages may change from time to time through collective bargaining, if under Medicare age. Retirees 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 eligible for Medicare, the eligible retiree shall receive the Medicare Subpart A and B riders.

The Town shall pay 100% of the premium cost for the aforementioned Medicare coverage for the eligible retiree. If the employee elects to have dependent coverage by the above insurance, they may do so by paying 100% of the cost for such dependent coverage. Employees who are hired by the Town of Ellington on or after December 4, 2008 shall not be eligible for any Town contribution towards the cost of continued medical insurance benefits (or Medicare) following their retirement, notwithstanding the provisions set forth above.

12.6 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.

- 12.7** Unless otherwise required by State or Federal law, in order to be eligible for any Town contribution towards medical insurance benefits, employees must be regularly scheduled to work a minimum of thirty-five (35) hours per week provided that any current employees, as of December 4, 2008, who are receiving medical benefits even though they are presently regularly scheduled to work fewer than thirty-five (35) hours per week shall continue to be eligible to receive such benefits in accordance with past practice.

ARTICLE XIII

RATES OF PAY

- 13.1** The general wage increases to be effective in this Agreement shall be shown on Appendix A, attached to this Agreement and made a part hereof.
- (a) New employees filling existing Town positions shall be hired at a wage as determined by the Town that is between ten percent (10%) below and up to the current wage which the incumbent employee was earning.
 - (b) Promotions - employees who are promoted to an existing Town position with a higher classification shall receive a wage as determined by the Town that is between five percent (5%) below and up to the current wage which the incumbent employee was earning.
- 13.2** Certification: All full-time employees who are required in writing by the Town to become certified within their field of expertise and who complete the requirements for and receive certification, shall have their wages increased by two-thousand dollars (\$2,000); the two-thousand dollars (\$2,000) wage increase will be pro-rated for part-time employees. Said amount shall be broken down into an hourly rate increase, where applicable. Employees shall be eligible for up to one (1) such wage increase for obtaining a certification required by the Town, unless otherwise approved by the First Selectman.

ARTICLE XIV

DISCIPLINARY PROCEDURE

- 14.1** All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction of which disciplinary action is being applied. The Town shall have the right to discipline or discharge employees for just cause. Disciplinary penalties comprise three (3) groups: warnings, suspensions or demotions and discharge.
- (a) Under normal circumstances, discipline shall be applied in progressive order - i.e. first warning, then suspension or demotion, then discharge.
 - (b) In cases of serious employee misconduct, this progression need not be followed, and employees involved may be discharged, suspended or demoted for the first offense.

- 14.2** All suspensions and discharges must be in writing with reason stated and a copy to the employee and the Union at the time of suspension or discharge.
- 14.3** No employees shall be discharged without just cause.
- 14.4** All records pertaining to an employee's work history shall remain in his/her file as required by law. All records of disciplinary action shall be placed in an employee's personnel file except that documented verbal and written warnings shall not be considered for the purposes of progressive discipline after twenty-four (24) months following their issuance, unless the employee has been subject to further discipline during such twenty-four (24) month period.

ARTICLE XV

GENERAL

- 15.1** This contract constitutes the entire Agreement between the Town and the Union and fully settles any and all demands and issues for the term of the contract with respect to any and all matters subject to negotiations.
- 15.2** For the duration of this contract, the Town and the Union expressly waive any right to negotiate and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter which is subject to negotiation whether or not such subject matter is specifically referred to herein.
- 15.3** The Town and the Union agree that if any provision of this Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, the remaining provisions shall remain in effect consistent with the prevailing principles of contract interpretation.
- 15.4** Each employee shall have the right to see his or her personnel file by appointment. The employee shall make his or her request to the First Selectman in writing, or to the First Selectman's designee. A copy of disciplinary item placed in an employee's personnel file shall be given to the employee within a reasonable time of him/her being disciplined.
- 15.5** The Town agrees to allow use of its electronic mail (email) system which may be used by the Union for the following notices:
- (a) Notice of Union meetings.
 - (b) Notice of Union elections, and the results.
 - (c) Notices of Union social and recreation events.
 - (d) Notice of Union news and information only and not for derogatory or inflammatory purposes.
- No Union notices may be posted elsewhere on Town property.
- 15.6** The Town and the Union, shall share equally in providing such employee with the cost of a copy of the contract.

ARTICLE XVI

DURATION

This Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect until June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during negotiations and until notice of the termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XVII

LEAVES OF ABSENCE

- 17.1** Leaves of absence for reasons not covered elsewhere in this contract may be granted at the sole discretion of 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 First Selectman or unless otherwise required by applicable law.
- 17.2** 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 First Selectman stating the purpose and expected duration. 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.
- 17.3** 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. The employee will not accrue vacation time and will not receive holiday pay during their leave of absence. Leave time will not count toward seniority during a leave of absence. During a personal unpaid leave of absence, medical insurance and retirement contribution will not be made by the Town to the eligible employee's account. Employees may continue participation in the Town's medical and dental plans by reimbursing the employee portion of the premium cost to the Town.
- 17.4** 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. In no event shall the leave of absence extend beyond one (1) year.

ARTICLE XVIII

NO DISCRIMINATION

There shall be no unlawful discrimination against any employee based upon marital status, age, sex, race, creed, national origin, ancestry, religious beliefs, physical disability, union activity, or lack of union activity either by the Town or by the Union. This provision shall not be subject to the grievance arbitration provision in this Agreement.

ARTICLE XIX

RESIGNATIONS

- 19.1** 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.
- 19.2** An employee who resigns in good standing shall be entitled to pay up to and including the last day which he/she worked.
- 19.3** In addition, 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.

ARTICLE XXI

STABILITY OF AGREEMENT

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

ARTICLE XXII

LONGEVITY

Longevity payments shall be included with the first paycheck in July of each year as follows:

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

Employees hired on or after May 30, 2013 shall not be eligible for longevity benefits.

ARTICLE XXIII

MILEAGE

Use of Private Vehicles - When an employee is required to use their vehicle for Town business, said employee shall be compensated for said vehicle use at the then current IRS rate per mile; plus, said employee shall be reimbursed up to a maximum of Two Hundred and Fifty dollars (\$250.00) by the Town for any damage deductible they may have on their insurance policy if their vehicle sustains damage which is not the employee's fault, and an insurance claim is paid with the applicable deductible withheld. The Employee shall be responsible for establishing that the vehicle damage occurred in the course of utilizing the vehicle for Town business. Employee shall submit all documents and/or reports requested by the Town to determine eligibility for payment.

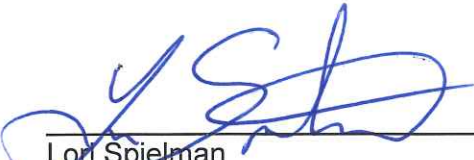
ARTICLE XXIV

PERSONNEL RULES AND REGULATIONS CLAUSE

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.


The parties have entered into this Agreement as of this 5th day of September, 2019.

FOR THE TOWN OF ELLINGTON

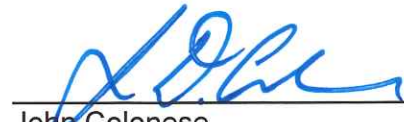


Lori Spielman
First Selectman

FOR THE UNION



Travis Cromack
Staff Representative
AFSCME, AFL-CIO Local 1303-473
of Council 4



John Colonese
President
Ellington Town Hall Employees
AFSCME, AFL-CIO Local 1303-473
of Council 4

APPENDIX A

WAGE INCREASES

July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
2.75%	2.75%	2.75%	2.75%	2.75%