AGREEMENT

Between

THE TOWN OF ELLINGTON

-and-

THE ELLINGTON PUBLIC WORKS DEPARTMENT AND CUSTODIANS

LOCAL 1303.009 OF COUNCIL 4 AFSCME, AFL-CIO

July 1, 2012– June 30, 2016

Agreement between the Town of Ellington and the Ellington Public Works Department and Custodians; Local 1303.009 of Council 4 AFSCME, AFL-CIO

July 1, 2012– June 30, 2016

TABLE OF CONTENTS

Article	Subject	Page
	Preamble	1
Article I	Recognition	2
Article II	Union Security	3
Article III	Prior Practice	4
Article IV	Hours of Work, Overtime & Holiday Premium Pay	5
Article V	Holidays	7
Article VI	Seniority	8
Article VII	Promotions	9
Article VIII	Wages	10
Article IX	Insurance and Pension	11
Article X	Vacations	14
Article XI	Leaves	15
Article XII	Grievance Procedure	17
Article XIII	Safety and Health	18
Article XIV	Disciplinary Procedure	19
Article XV	Pension	20
Article XVI	Savings Clause	21
Article XVII	Management Rights	22
Article XVIII	Duration	24
Appendix A	Longevity/Storm Watch	25
Appendix B	Discipline	26
Appendix C	Wage Grid	28
Appendix D	Date of Hire	29

PREAMBLE:

This Agreement is entered into by and between the Town of Ellington, hereinafter referred to as the Town and Local 1303 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

1.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment for all employees in the Public Works Department (as described in Section 910 of the Ellington Town Charter), excluding supervisors, temporary and seasonal help and part-time employees working less than forty (40) hours per week.

1.1 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 of Ellington, 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 its employees in the bargaining unit, shall remain solely and exclusively in the Town.

ARTICLE II
UNION SECURITY

2.0 All employees in the bargaining unit who are now members of the Union shall remain members of the Union. All new employees shall, ninety (90) days after the date of employment, become members of the Union as a condition of employment.

2.1 The Town agrees to deduct from the pay of the employees covered by this Agreement who authorize such deductions from their wages, such membership dues, initiation fees and reinstatement fees as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement or any extension thereof.

2.2 The deduction for any month shall be made from the second pay period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, not later than the tenth (10th) of the following month.

2.3 The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town for the purpose of complying with the provisions of this Article, or in reliance of any list, notice or assignment furnished under any such provisions.

2.4 During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation.

ARTICLE III
PRIOR PRACTICE

3.0 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE IV

HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY

4.0 The basic work day shall be from 7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour for lunch from 12:00 noon to 12:30 p.m., and the basic work week shall be forty (40) hours.

4.1 Time and one-half shall be paid for:
a. All work performed in excess of eight (8) hours in any one (1) work day.
b. All work performed in excess of forty (40) regular hours in any one (1) work week.
c. All overtime work performed on Saturday as such.

4.2 Double time shall be paid for all work performed on Sunday or holidays set forth in Article V.

4.3 When an employee is called in to work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of three (3) hours at time and one-half his/her regular hourly rate if the call-in is from Monday through Saturday and double his/her regular hourly rate as provided in 4.2 if the call-in is on a Sunday. In the event an employee is called in between 5:30 a.m. and 7:00 a.m. on a regularly scheduled work day this rule will not apply.

4.4 Part-time and/or probationary employees will not be called to work overtime unless there are no full-time employees available.

4.5 All overtime work shall be distributed equally among employees within classification within fifty (50) hours annually.

4.6 If an employee is scheduled to work overtime and does not avail himself of the opportunity to work, he/she will be charged with the scheduled overtime as if he/she had worked.

4.7 All bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available.

4.8 The Union shall have the right to see the overtime records at any reasonable time.

4.9 The Public Works Director shall have an account equal to $200.00 per year times the number of employees in the bargaining unit for the purpose of providing food for employees in the Public Works Department during emergency duty.

4.10 A twenty (20) minute coffee break will be allowed all employees between 9:00 a.m. and 10:00 a.m.

ARTICLE IV
(Continued)

4.11 Employees will continue to be paid on a bi-weekly basis. Paychecks shall be distributed every other Friday. Employees may elect 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.

ARTICLE V
HOLIDAYS

5.0 The following shall be paid Holidays:

1. New Years Day	7. Labor Day
2. Martin Luther King's Birthday	8. Columbus Day
3. Presidents Day	9. Veteran's Day
4. Good Friday	10. Thanksgiving Day
5. Memorial Day	11. Day after Thanksgiving
6. Fourth of July	12. Christmas

A floating holiday agreed upon by the employee and their supervisor, (approved like vacation) which shall not be unreasonably denied, and can be carried over to the next year if the employee is denied the ability to take the floating holiday.

1/2 day before Thanksgiving and 1/2 day before Christmas only if Christmas Day falls on a Tuesday, Wednesday, Thursday or Friday.

5.1 Holidays falling on a Sunday shall be celebrated on the following Monday. Holidays falling on a Saturday shall be celebrated on the preceding Friday.

5.2 If a holiday occurs while an employee is on vacation leave, said Holiday shall not be charged against the employee's earned vacation time.

5.3 In order to be eligible for holiday pay an employee must work his/her regularly scheduled day before, and his/her regularly scheduled day after the Holiday. This does not apply for a legitimate absence.

ARTICLE VI
SENIORITY

6.0 The Town shall prepare a list of bargaining unit employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1st of each year. New employees shall be added to this list upon completion of their probationary period.

6.1 New employees shall serve a probationary period of ninety (90) days of work and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. New employees who have completed the probationary period shall acquire length of service records as of the date of their 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. And therefore, in order to satisfy the probationary period, the employee must successfully complete ninety (90) days of actual work with the Town.

6.2 Layoffs will take effect as follows:

a. Part-time employees working less than twenty (20) hours per week.
b. Part-time employees working twenty (20) hours per week but less than forty (40) hours per week.
c. Probationary employees.
d. Except as provided for in Section 6.2(e) the employee with the least seniority first, etc.
e. An employee scheduled for layoff may replace an employee with less seniority in an equal or lower job classification.

6.3 For one (1) year following any layoff, laid-off full-time employees shall be hired until all laid-off employees have been given an opportunity to return to work. After one (1) year, there will be no right of recall.

6.4 One week's notice, prior to date employee will start back, shall be given by registered mail, sent to the employee's last known address as of the Town's records.

ARTICLE VII
PROMOTIONS

7.0 All vacancies will be filled on a seniority basis with the senior qualified person being given the first opportunity to prove he/she can fill the position with a maximum training period of three (3) months. If the senior person does not wish to fill the position, the next senior person will have the opportunity and so on. A practical hands-on, written and oral test may be required.

7.1 After thirty (30) working days, in a new position, a person will be considered qualified and allocated to said position if the position continues to exist, otherwise he/she will be returned to his/her former position.

ARTICLE VIII
WAGES

8.0 Each employee in the bargaining unit shall work a forty (40) hour week.

8.1 Pay rates and classification of positions within the bargaining unit are set forth in Appendix "C".

8.2 Employees promoted to a higher classification or temporarily working in a classification higher than his/her own shall be paid at the step on the wage schedule for the higher classification.

8.3 Employees shall be covered under the Unemployment Compensation Laws of Connecticut.

8.4 The salary schedule, rates of pay and classifications of the present employees attached hereto as Appendix C shall be a part of this agreement.

8.5 New hires, shall be paid no less than eighty-five (85%) percent of the lowest rate for the classification. When an Employee is promoted, he/she shall be brought up to no less than ninety (90%) percent of the lowest rate for the classification.

ARTICLE IX
INSURANCE AND PENSION

9.0 Anthem Century Preferred (PPO) and Anthem Blue Care (HMO)

Effective July 1, 2012, any employee on the Anthem Century Preferred (PPO) and Anthem Blue Care (HMO) may continue on such plans. If such employees switch to the High Deductible Health Plan/Health Savings Account (HDHP/HSA) plan, they must remain in that plan and may not switch back to the HMO or PPO plans.

There shall be no other changes to health insurance coverages.

Effective July 1, 2012, the Town will provide and pay 87% of the premium costs of the PPO and HMO medical insurance plans for all regular employees and their dependents in accordance with the eligibility requirements of the insurance carrier and the employee shall pay 13% of the premium cost for said insurances for themselves and their dependents by monthly payroll deductions.

Effective July 1, 2013, the Town will provide and pay 86% of the premium costs of the PPO and HMO medical insurance plans for all regular employees and their dependents in accordance with the eligibility requirements of the insurance carrier and the employee shall pay 14% of the premium cost for said insurances for themselves and their dependents by monthly payroll deductions.

Effective July 1, 2014, the Town will provide and pay 85% of the premium costs of the PPO and HMO medical insurance plans for all regular employees and their dependents in accordance with the eligibility requirements of the insurance carrier and the employee shall pay 15% of the premium cost for said insurances for themselves and their dependents by monthly payroll deductions.

Effective July 1, 2015, the Town will provide and pay 84% of the premium costs of the PPO and HMO medical insurance plans for all regular employees and their dependents in accordance with the eligibility requirements of the insurance carrier and the employee shall pay 16% of the premium cost for said insurances for themselves and their dependents by monthly payroll deductions.

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

The Town shall offer regular full time employees and their dependants, in accordance with the eligibility requirements of the plans, medical insurance benefits as set forth below. All current employees on the HDHP/HSA plan as of July 1, 2012 and all new employees hired after July 1, 2012 shall be required to utilize the HDHP/HSA plan.

ARTICLE IX
(Continued)

Eligible employees may elect coverage under a HDHP/HSA Plan with deductibles of Two Thousand Dollars ($2,000) for a single and Four Thousand Dollars ($4,000) 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 $5,000 single (includes deductible) and $10,000 family (includes deductible). The CSM also includes prescription copays after deductible.

The Town shall fund seventy-five percent (75%) of the deductible cost through quarterly proportionate deposits to a Health Savings Account ("HSA") for each employee. Effective July 1, 2012, employees who elect benefits under the HDHP shall contribute ten percent (10%) of the premium cost for said insurance for themselves and their dependants by bi-weekly payroll deductions. The employee premium share contribution shall increase to ten and one-half percent (10.5%) effective July 1, 2013; eleven percent (11%) effective July 1, 2014; and to twelve percent (12%) effective July 1, 2015.

9.2 The Town shall provide a life insurance policy equal to twice the employee's base salary while employed by the Town. Retirees with twenty (20) years of service shall receive a $10,000 life insurance policy paid by the Town.

9.3 The Town shall provide a short term/long term disability insurance benefit policy at the Town's discretion. This program shall not be subject to the co-pay provisions of the collective bargaining agreement.

9.4 Current dental benefits shall continue. Employee premium share contributions shall be the same as what the employee contributes toward his/her health insurance premium.

9.5 The Town shall have the right at any time to change insurance carriers or to self insure any of the benefits provided in this Article so long as comparable coverage is maintained.

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

ARTICLE IX
(Continued)

9.7 Retirees who meet the "rule of seventy-five" shall receive the coverages as stated in Section 9.0 of this Article if under Medicare age. Said coverages shall be the same as listed in the current Collective Bargaining Agreement. Thereafter, the employee shall receive the Medicare Subpart A and B riders. The Town shall pay 100% of the premium cost for the aforementioned Medicare coverage. If the employee elects to have dependent coverage by the above insurance, they may do so by paying 100% of the difference in premium rates applicable for individual coverage and the elected dependent coverage. Employees hired prior to September 28, 2009, shall continue to be eligible to receive retiree health insurance. Such employees are listed by name and date of hire in Appendix D.

Employees hired after September 28, 2009, shall not receive any Town contribution to the cost of retiree health insurance coverages listed in this Article Section, but such employees will be able to purchase health insurance through the Town at the Town's cost, provided said employees shall pay 100% of the cost of coverage for themselves and their dependants.

9.8 Any bargaining unit employee who shall suffer personal injury in the performance of his/her work and who shall be eligible for payments under the Workers' Compensation Act shall be paid by the Town during the period of his/her incapacity and not to exceed a period of six (6) months, the monetary difference between said employee's weekly straight time wages and the benefits payable to him under Workers' Compensation Act.

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, not to exceed a period of three (3) months, to equalize the monetary difference between said employee's weekly straight time wages and the benefits payable to him under Workers' Compensation Act.

ARTICLE X
VACATIONS

10.0 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 on the following basis:

Length of Continuous Service	Earned Vacation Leave Accrual
1 year	10 days = 3.08 hours per pay period
5 years	15 days = 4.62 hours per pay period
11 years	16 days = 4.92 hours per pay period
12 years plus	20 days = 6.15 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.

Vacations must be used and will not be accrued from year to year. Under extenuating circumstances, and with advance written approval of the Director of Public Works, employees may carry over up to ten (10) days worth of vacation, which must be used in the next year.

10.1 The vacation period shall run from April 1 to December 1 except when approved by the Director of Public Works. Employees shall give reasonable notice when they expect to take their vacation. Reasonable notice of at least forty-eight (48) hours shall be required for one (1) vacation day.

10.2 The total sum of accrued vacation pay shall be granted to employees upon termination of his/her service with the Town.

10.3 In the event of an employee's death, his/her pro-rata accumulated vacation pay shall be paid to his/her surviving spouse. In the event the employee has no surviving spouse, such payment shall be made to the employee's estate.

ARTICLE XI
LEAVES

11.0 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.

Sick leave may be used for the following reasons:

a. Personal illness or physical incapacity resulting from causes beyond the employee's control.

b. Enforced quarantine of the employee in accordance with community health regulations.

c. Illness or physical incapacity in the employee's immediate family (employee's household) including illnesses relating to pregnancy, when such attendance is required by a physician.

d. To meet dental or medical appointments during the work day; a one-half hour minimum at either the beginning of the work day or at the end of the work day.

e. In addition to the Town's rights listed in a. above, each time more than five (5) consecutive working days are taken as sick days, the employee shall be required to provide the Director of Public Works with a doctor's written letter or certificate verifying such illness.

11.1 Leave of absence for legitimate purposes may be granted upon written request, for a maximum of thirty (30) working days. Employees entering the military service of the United States shall be entitled to indefinite leave without pay. Leave of absence is defined as leave without pay, without accruing of benefits, vacation or sick time, but shall count for seniority.

11.2 One Union Official from the bargaining unit shall be granted paid leave, not to exceed three (3) days in any one year, to attend Union conventions.

11.3 Three (3) days of personal leave shall be granted to each employee in the Bargaining Unit but the personal leave shall not accumulate from year to year. Employees shall provide the Town three (3) days notice of taking personal days, except in an emergency.

ARTICLE XI
(Continued)

11.4 Full-time employees shall be allowed three (3) days off with pay following the death of a member of his/her immediate family, provided the employee is actually in attendance at the funeral or engaged in activities in connection thereto on a day in which the employee would have worked. Immediate family for the purpose of this clause is defined as: parents, spouse, father-in-law, mother-in-law, grandparents, brother, sister, child, stepchild, son-in-law, daughter-in-law, or grandchild and also any relation who is domiciled in the employee's household.

11.5 Employees shall be entitled to absence for the purpose of serving on jury duty. The employee shall be entitled to be paid the difference between any monies received for jury duty and his/her normal eight (8) hour day during such service.

11.6 Up to two (2) weeks military leave may be granted for the service on Active Reserve or National Guard duty, during which the employee shall be paid the difference between his/her regular salary and military base pay. Such leave shall be in addition to accrued vacation time.

11.7 No employee shall lose any seniority standing because of any military service including service in the National Guard or Organized Reserves.

On return from military service an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her absence on military service provided he/she reports for duty within ninety (90) days of his/her discharge from military service.

The employee's accumulation of sick leave, upon leaving, shall be retained to his/her credit when he/she returns.

11.8 Employees may be entitled to leave with full pay, to attend the funeral of a deceased employee of the bargaining unit, as follows: If the funeral is in the morning employee's leave will be from 7:30 a.m. to 12:30 p.m. If the funeral is in the afternoon, employee's leave will be from 11:30 a.m. to 3:30 p.m. Additional time will be allowed if time allotted is not sufficient because of travel time required to attend the funeral.

ARTICLE XII
GRIEVANCE PROCEDURE

12.0 Grievance arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of the employer-employee relationship will be processed in the following manner at the request of either party:

a. Between the aggrieved employee, the Steward and the Director of Public Works. Grievances must be submitted to the Director of Public Works within ten (10) working days of the occurrence giving rise to the grievance.

b. In the event there is no settlement within five (5) working days in Step (a) above, the matter shall be submitted in writing by the aggrieved employee, the Union Representative and/or the Steward, to the First Selectman. The First Selectman shall arrange a meeting with all those concerned present to review the facts.

c. In the event there is no settlement within twelve (12) working days in Step (b) above, the matter may be submitted by the Union to arbitration by the State Board of Arbitration. The decision of the arbitrator shall be final and binding on both parties.

12.1 Officers or Stewards of the Union as shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations shall be granted a reasonable amount of time without loss of pay to conduct such business.

ARTICLE XIII
SAFETY AND HEALTH

13.0 The Public Works Safety Committee shall be comprised of the First Selectman or his/her designee, the Director of Public Works, the Working Foreman and one volunteer to come from the following work positions: Maintainer I, Maintainer II, Mechanic and Custodian. If volunteers are unavailable, one may be assigned for any unrepresented position.

13.1 Employees shall be allowed one-half (1/2) hour eating break every five (5) hours taken on overtime work with no loss of pay.

13.2 The Town shall provide foul weather gear, i.e. raincoats, rain hats, boots, gloves, etc. and for their care as necessary.

13.3 Effective annually on July 1, the Town shall pay $250.00 for safety shoes for each employee in the bargaining unit during the fiscal year.

13.4 The Town may provide, free of charge to the employees, medical injections or immunizations as determined by the First Selectman.

13.5 The Town shall provide free of charge, uniforms for all Department of Public Works Union Employees. The Town shall provide reflective vests and reflective hats at no cost to the employees.

ARTICLE XIV
DISCIPLINARY PROCEDURE

14.0 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for 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 discharges.

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.

14.1 All suspensions and discharges must be in writing with reason stated and a copy given to the employee and the Union at the time of suspension or discharge.

14.2 Disciplinary actions other than discharge shall normally follow the steps outlined in Appendix B.

14.3 No employees shall be discharged without just cause.

ARTICLE XV
PENSION

Employees hired on or before June 30, 2012 shall be covered by State Employees Fund Plan B. Employees hired on or after July 1, 2012 shall be eligible for Retirement Plan offered to Town Employees (Town of Ellington 401A Money Purchase Plan) as set forth in Section 9-4 of the Personnel Rules and Regulations of the Town of Ellington. For information purposes, as of July 1, 2012, the Town contributes 7.1% of pay, plus a matching provision up to 3% of pay.

ARTICLE XVI
SAVINGS CLAUSE

If any section, sentence, clauses or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, clause or phrase.

ARTICLE XVII
MANAGEMENT RIGHTS

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Town, whether exercised or not, shall remain solely and exclusively vested by the Town. More specifically, the Town shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, including but not limited to the following:

a. To determine the methods and levels of care, maintenance and operation of equipment 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, including personnel policies, and from time to time, to change or abolish such policies, practices or procedures;

c. To maintain the efficiency of governmental operations and services and to set the standards of services to be offered by Town employees;

d. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;

e. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town's operations;

f. To employ, direct, schedule assign, appoint, discipline, transfer, promote or demote employees, lay off, terminate, or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Town;

g. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;

h. To determine the content of job descriptions and/or classifications and to revise same as deemed necessary and to ensure that incidental duties connected with Town operations, whether enumerated in job descriptions or not, shall be performed by employees;

i. To fulfill all of the Town's legal responsibilities

ARTICLE XVII
(Continued)

j. To determine work schedules of employees;

k. To determine the methods, means and personnel by which the Town's operations are to be conducted; and

l. To establish contracts or subcontracts for, or to otherwise reassign, any of the Town's operations currently being performed by bargaining unit members provided no bargaining unit employees are available to perform such work in accordance with past practice.

ARTICLE XVIII
DURATION

This Agreement shall be effective as of July 1, 2012, and shall remain in full force and effect until June 30, 2016. 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 no 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 dated which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this ninth day of August 2012.

TOWN OF ELLINGTON
BOARD OF SELECTMEN

Maurice Blanchette

Signed: Maurice Blanchette
First Selectman

FOR LOCAL 1303 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Signed: Kevin Gambacorta
President

Signed: Jason Wells
Staff Representative

APPENDIX A

Longevity/Storm Watch

Longevity:	5 to 10 years of service	$100.00 each year
	11 to 15 years of service	$150.00 each year
	16 to 20 years of service	$250.00 each year
	21 to 25 years of service	$350.00 each year
	26 years and over	$450.00 each year

Longevity payments shall be received on the anniversary date of employment each year. Employees hired after July 1, 2012 shall not be eligible for longevity benefits.

Storm Watch Payment: A $1,000.00 storm watch rate, in addition to his/her annual salary, shall be paid to the Foreman or his/her designee.

Storm Watch will not be mandatory below Crew Chief.

Storm Watch shall be paid at $7.00 per day not to exceed $1,000 per person.

APPENDIX B

Discipline

[Reference XIV]

Penalties comprise three groups: Warnings, Suspensions and Demotions.

1. Warnings - The Director of Public Works may, for disciplinary purposes warn any permanent employee in his/her department. Such warnings shall be writing with a copy to the First Selectman, a copy to the employee and a copy to the Union. All such copies to be signed by the employee.

2. Suspensions - The Director of Public Works may, in the case of an employee whose record shows a previous warning for a similar offense suspend a permanent employee without pay for such length of time as he/she considers appropriate not to exceed ten (10) days.

3. Demotions - The Director of Public Works may, recommend a reduction in salary of an employee within the range provided in the pay plan or recommended demotion of the employee for just cause. A written statement of the reasons for any such action shall be furnished to the employee and a copy filed with the Union and the First Selectman at least five (5) days prior to the effective date of the action. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for permanent employment in a lower class and shall not be made if any permanent employee in the lower class would be laid off by reason of this action. Any permanent employee who is demoted may appeal for a hearing, in writing, to the Board of Selectmen within five (5) calendar days after date of service or such notice or demotion.

4. Resignations - To resign in good standing an employee must give the First Selectman at least fourteen (14) calendar days prior WRITTEN notice unless the First Selectman, because of extenuating circumstances, agrees to permit a shorter period of notice. The First Selectman shall send a copy of each resignation received by it to the Union, together with a statement as to the resigned employee's service record and pertinent information concerning the cause for resignation. If an employee terminates his/her employment without complying with the provision of this section, the Supervisor shall immediately notify the First Selectman and the Union and such fact shall be entered on such employee's service record, and may be cause for denying him or her future employment by the Town. The resignation of any employee who fails to give notice shall be reported to the First Selectman and the Union by the Supervisor immediately. The First Selectman may take steps to verify reasons for any resignation; it shall notify the employee in writing as to the acceptance of his/her resignation and shall notify the Union of the effective date of his/her resignation.

APPENDIX B
(Continued)

Any employee aggrieved by any action taken under Sections 1 through 5, inclusive may appeal through the Grievance Procedure. Said right to appeal shall include the right to appeal in cases in which a penalty, including a warning, was recommended to but not ordered by the First Selectman. In all cases where recommendations of disciplinary action is made but not carried out, the First Selectman shall have the power to order all written evidence of said recommendation removed from the service record of the individual concerned and the employee shall so be notified. In the event the First Selectman fails to order the written evidence of the recommendation removed from the service record, the aggrieved party may appeal through the Grievance Procedure to order the written evidence of the recommendation removed from the service record of the individual concerned.

5. The service record of any employee disciplined under the provisions of this Article shall be cleared after one (1) year for any discipline issued prior to July 1, 2012. Effective July 1, 2012, any discipline warning(s) issued under the provisions of this Article will be cleared after two (2) years. Effective July 1, 2012, any discipline of three (3) days suspension or less, issued under the provision of this Article will be cleared after three (3) years.

APPENDIX C

Wage Grid
[Reference Article VIII]

Full Time Positions	2011	2012	2013	2014	2015
Working Foreman	31.23	32.14	33.01	33.90	34.92
Assistant Foreman	30.84	31.73	32.59	33.47	34.47
Lead Mechanic	30.24	31.12	31.96	32.82	33.80
Mechanic I	26.10	26.86	27.59	28.33	29.18
Crew Chief/Special Projects	30.24	31.12	31.96	32.82	33.80
Crew Chief WPCA	29.25	30.10	30.91	31.74	32.69
Crew Chief	29.25	30.10	30.91	31.74	32.69
Maintainer II	27.42	*28.63	29.40	30.19	31.10
Maintainer I	26.10	26.86	27.59	28.33	29.18
Laborer	20.56	21.16	21.73	22.32	22.99
Lead Custodian	25.64	26.38	27.09	27.82	28.65
Custodian	24.57	25.28	25.96	26.66	27.46

*$.40 per hour was added to the Maintainer II wage rate prior to calculation of the General Wage Increase for 2012.

Appendix D
Date of Hire

Employee	Date of Hire
Rich, Jack	10.22.73
Willis, Robert	10.22.73
Godek, John	08.27.90
Descheneaux, Leonard	04.22.96
Hebert, Joshua	08.19.98
Gallicchio, Kimberly	12.18.00
Moser, Ronald	08.06.01
Suchecki, Jason	08.13.01
Gambacorta, Kevin	08.03.04
Pare, Benjamin	10.10.06
Daugherty, Richard	11.27.06
Bull, Shawn	02.25.08
O'Brien, Rebecca	02.25.08
Modzelewski, Thomas	11.14.11
Roy, Patrick	02.27.12
Ouellette, Bob	03.12.12
Prouty, Paul	07.09.12
Olson, Taylor	07.16.12
DiNallo, Dana	07.23.12