AGREEMENT

BETWEEN

THE

TOWN OF ENFIELD

AND

IAEP LOCAL R1-717, NAGE, SEIU

JULY 1, 2015 – JUNE 30, 2018

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APPLICATION OF AGREEMENT

This Agreement shall apply to all full time and part time emergency medical technician (hereinafter "EMT") and paramedic employees of the Town of Enfield who regularly work 19 or more hours per week in those titles listed on the Certificate of Representative (Case No. ME-26,468, Decision No. 4228 dated March 30, 2007) excluding office, billing, clerical, and supervisory employees and also excluding the Director of Emergency Medical Services, part-time EMT and paramedic employees regularly working less than 19 hours per week, and those Town of Enfield employees working under other collective bargaining agreements with the Town of Enfield heretofore certified by the Connecticut State Board of Labor Relations, seasonal employees, volunteer EMT's and paramedics and any other employees as may be mutually agreed to be excluded.

ARTICLE 1
RECOGNITION

SECTION 1. IAEP Local R1-717, SEIU, NAGE, is recognized as the exclusive bargaining agent of all employees, as defined below, for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

SECTION 2. The term "Employer" shall mean the Town of Enfield, Connecticut, a municipal employer.

SECTION 3. The term "Union" shall mean IAEP Local R1-717, SEIU, NAGE.

SECTION 4. The terms "Contract" and "Agreement" shall mean the complete Agreement and its specific terms.

SECTION 5. The term "Employee" shall mean those EMT and paramedic persons in the bargaining unit employed by the Employer as defined in the Application of Agreement.

SECTION 6. The term "full time employee" shall mean a member of the bargaining unit who is employed on average thirty six (36) or more hours per week over a 52 week period.

SECTION 7. The term "part-time employee" shall mean a member of the bargaining unit who is not a full time employee.

SECTION 8. The Town may employ non-bargaining unit part-time, temporary or seasonal employees and use volunteer EMT's and paramedics. The Town may use uniformed members of the fire and police services, as provided for in Article 12.

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Employer has and will continue to retain, whether exercised or not, all 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, it 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 in 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, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.

F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. If the EMS Director decides to amend any General Procedure specifically referenced in this Agreement he will first provide the Union with a copy of the General Procedure and discuss same with the Union, before issuing same to the workforce.

G. To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

H. To establish contracts or sub-contracts for municipal operations.

I. To create job specifications and revise existing job specifications.

J. In those instances where Town employees are not available to perform the work, the Town reserves the right to contract out the work until Town employees are available.

ARTICLE 3
UNION SECURITY

SECTION 1. All members of the bargaining unit shall either become and remain members of the Union or pay an agency service fee within 30 days of hire.

SECTION 2. Upon written authorization of an employee, the Town shall deduct from the employee's wages Union dues or the agency service fee.

SECTION 3. The total amount deducted each month, in accordance with the provisions of this Article, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

SECTION 4. The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should have been made.

SECTION 5. The Union agrees to indemnify and save harmless the Town for any liability or sums which the Town is required to pay as the result of any claim arising out of the Town's compliance with or enforcement of the provisions of this Article.

SECTION 6. The Town shall place one (1) bulletin board in each Department where EMS employees are regularly assigned for the exclusive use of the Union. All messages will only be posted by Union officers or stewards, on Union stationary bearing the signature of a Union official, and a copy must first be given to the Director of EMS. The Union agrees it will not post any messages that are defamatory or inflammatory.

SECTION 7. The Union shall have the right to designate stewards and shall notify the Director of EMS and the Director of Human Resources who the stewards are. One steward or Union officer may have time off from scheduled duties to attend step 1 and 2 grievance hearings or arbitration. Only Union officers and stewards are permitted to represent Union members.

SECTION 8. Union Business Leave. Up to three Union officials shall be allowed the required time off from duty, without loss of pay, to attend official Union conventions and conferences, not to exceed a cumulative total of forty eight (48) working hours per fiscal year. Only one Union officer may be excused from duty at a time.

SECTION 9. The Union will be notified within 10 calendar days of new hires.

ARTICLE 4
GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as a claimed violation of a specific provision of this Agreement. Grievances and demands for arbitration not filed within the time limits set forth below are waived. Grievances not answered within the time limits set forth below will be considered denied so as permitting submission to the next step.

SECTION 2. Procedure.

STEP ONE: Any employee who has a grievance shall submit the grievance via email or in writing within ten (10) calendar days of the event to the Director of EMS setting forth the facts of the grievance, the

Agreement provisions in question and the remedy requested. Within ten (10) calendar days after submission of said grievance, the Director of EMS or his designated representative shall render a written decision via email or in writing to the employee and his representative, if represented, within ten (10) calendar days.

STEP TWO: If the employee is dissatisfied with the Director of EMS's decision he/she may appeal to the Director of Human Resources or his designee, via email or in writing within ten (10) calendar days of the date of the Director of EMS's step one decision. The Director of Human Resources shall schedule a step two grievance hearing and shall render a written decision via email or in writing to the employee and his representative, if represented, within ten (10) calendar days of the step two grievance hearing.

STEP THREE:

A. Mediation: If the employee and representative are not satisfied with the decision rendered by the Human Resources Director, the grievance may be submitted at the request of the Union within ten (10) calendar days of the date of the step two answer to mediation before the Connecticut State Board of Mediation and Arbitration, with a copy to the Director of Human Resources. Mediation may be waived at either party's request on discharge cases.

B. Arbitration: If the grievance is not resolved through mediation, the grievance may be submitted to arbitration, in writing, by the Union with a copy to the Town, within ten (10) calendar days of the completion of mediation. In the event that mediation is waived, the grievance must be submitted to arbitration within ten (10) calendar days of the date of the step two answer. Arbitration shall be before the Connecticut State Board of Mediation and Arbitration except that all grievances concerning suspension of ten (10) days or more and discharge, and any other grievance on which the parties mutually agree, shall be submitted to an arbitrator who is either mutually selected by the parties or selected in accordance with the procedures of the American Arbitration Association. In the case of arbitration by a private or AAA arbitrator, the parties shall share equally the cost of arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

SECTION 3. All grievances and answers thereto shall be set forth in writing via email.

SECTION 4. Nothing contained therein shall prevent any employee from presenting his own grievance and representing himself in these procedures up to, but not including, arbitration.

SECTION 5. Failure at any step to appeal within the prescribed timelines shall be considered acceptance of the decision rendered.

SECTION 6. The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with said resolution. If the Union is not a party to the settlement, the employer will provide the Union with a copy of same within 10 calendar days.

SECTION 7. Time extensions beyond those stipulated in the grievance procedure may be arrived at, in writing or via email, by mutual agreement of the parties concerned.

SECTION 8. The arbitrator(s) shall have no authority to add to or subtract from, or otherwise modify the terms of this Agreement.

SECTION 9. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

ARTICLE 5
DISCIPLINE

SECTION 1. Disciplinary actions shall include:

A. verbal warning;
B. written warning;
C. suspension without pay;
D. discharge.

Any of the aforementioned may be independently invoked. A copy of all disciplinary actions shall be given to the union in a timely manner.

SECTION 2. All suspensions and terminations of non-probationary employees must be for just cause and must be stated in writing with reason given to the employee and steward at the time of suspension or discharge.

ARTICLE 6
ATTENDANCE AND LEAVES

SECTION 1. General Policy: Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with this Agreement on the basis of the work requirements of the department and whenever possible, the personal wishes of the employee.

SECTION 2. Types of Leave. The following types of leave are officially established:

Holiday Leave
Sick Leave
Injury Leave
Leave Without Pay
Personal Leave
Vacation Leave
Other Leave with Pay
FMLA

SECTION 3. For all leaves other than sick or injury leave, an electronic request on a form prescribed by the Director of EMS indicating the type of leave, duration and dates of departure and return must be approved by the Director of EMS prior to the taking of leave. For personal leave and other leave with or without pay, the employee must describe the purpose and reason for requesting such leave.

SECTION 4. In the case of sick or injury leave, a return to work form prescribed by the Human Resources Director shall be completed and submitted to the Director of EMS for approval immediately upon the employee's return for duty.

SECTION 5. Unless an absence is substantiated by a request for leave or a return to work form approved by the Director of EMS, an employee shall not be paid for any absence from scheduled work hours. All such forms shall be forwarded by the Director of EMS to the Human Resources Department where they shall be filed as part of the employee's attendance record.

ARTICLE 7
HOLIDAYS

SECTION 1. The following holidays shall be observed for full time employees whose normal work week is thirty-six (36) hours or more:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

SECTION 2. Holidays are accrued when the holiday occurs. Employees hired before September 30, 2008 shall also have the day after Thanksgiving as a holiday.

SECTION 3. Once holiday time has been accrued to an employee the employee may use it subject to the approval of a supervisor. Employees will be allowed to carry over into the next fiscal year 8 hours of accrued holiday time; however, any holiday carryover time not used by September 1st shall be forfeited.

SECTION 4. A holiday day is eight hours of leave with pay for full time employees. An employee who is scheduled to work a shift longer than 8 hours who opts to take the day off shall have their holiday balance charged for the number of hours they were scheduled to work.

SECTION 5. Any employee who is not regularly scheduled to work on a holiday, shall be paid time and one-half for all hours worked on a holiday listed in section 1 above (exclusive of the employee's birthday, Thanksgiving Day, and Christmas day). There shall be no pyramiding of pay.

SECTION 6. All employees who work on Thanksgiving Day and Christmas Day shall be paid two times (2x) their base rate of pay.

SECTION 7. All holiday hours/days not used by midnight on June 30 shall be forfeited.

SECTION 8. A holiday shall be the 24 hour period commencing at 12:01 a.m. and ending at midnight.

ARTICLE 8
VACATIONS

SECTION 1. Annual vacation leave with pay shall be earned by all regular full-time employees whose normal work week is thirty-six (36) hours or more in the following manner:

Full years of Service	Hours Per Full Month of Continuous Service	Maximum Earned Hours Per Year of Continuous Service
Date of Hire through 4th full year	6.65 hours	80 hours
More than 4 years through 6th full year	10 hours	120 hours
More than 6 years through 9th full year	10.66 hours	128 hours
More than 9 years through 12th full year	12 hours	144 hours
More than 12 full years	13.33 hours	160 hours

A vacation day refers to eight hours of leave with pay for full time employees.

SECTION 2. Vacation time must be used within one (1) year from the date when it accrues or it will be forfeited, unless other arrangements are approved in writing by the Director of Human Resources. Vacation leave may not be used until an employee has served a minimum of nine (9) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

SECTION 3. Employees shall apply for vacation leave to the Director of EMS on a request for leave form. Vacations shall be scheduled by the Director of EMS in accordance with departmental requirements, giving preference to employee choice according to seniority within the department.

SECTION 4. Holiday and vacation day bids will be conducted prior to the start of new assignments. Requests for holiday or vacation time will be open for submission 30 days prior to the start of new assignments, and will close 10 days prior to the start of new assignments. Management will award vacation and holiday bid time off 7 days prior to the start of new assignments. Seniority will be given preference for the holiday and vacation days bid during this period. Any other request for holiday or vacation time off must be made seventy two (72) hours prior to the start of the requested shift off, will not be given seniority preference and is subject to the approval of a supervisor.

SECTION 5. In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

SECTION 6. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.

SECTION 7. Vacation leave shall be determined by the length of continuous service as a full time employee working an average of thirty-six (36) hours per week or more. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

SECTION 8. Employees who resign in good standing or who are laid off for lack of work after employment of nine (9) months or more or who have retired from the Town service shall be paid for any unused vacation leave that has accrued to their last day of service. For the purposes of this Section, to resign in good standing, an employee shall give the Director of EMS a minimum of fourteen (14) days prior working notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Director of EMS by the employee stating reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.

ARTICLE 9
SICK LEAVE

SECTION 1. Amount of Sick Leave. Each regular full-time employee whose normal work week is thirty six (36) hours or more shall be eligible for sick leave with pay during and after his or her probationary period. Sick leave for regular full-time employees shall be computed on an hourly basis at the rate of 8 hours per month for each full month worked, or ninety six (96) hours per year with no limit on the number of hours accumulated for the purpose of illness as described in Section 2 below. Full-time employees hired before September 30, 2008 shall be credited with 10 hours of sick leave per month. Sick leave shall be charged in units of not less than fifteen (15) minutes.

SECTION 2. Use of Sick Leave. Sick leave may be used for the following purposes:

A. Personal illness or physical incapacity.
B. Enforced quarantine in accordance with health regulations.
C. For illness or physical incapacity in the employee's immediate family, limited to three (3) days for each illness.

SECTION 3. Proof of Illness.

A. In the event of three (3) or more consecutive days of absence on authorized sick leave, a doctor's certificate or other proof of illness shall be required, prior to the return to work.

B. In the event of more than three (3) one (1) or two (2) day absences on authorized sick leave, a doctor's certificate or other proof of illness shall be required, prior to the return to work.

C. The Town may investigate any absence for which sick leave is requested.

SECTION 4. Report of Illness. On the first and each subsequent day of absence from work due to illness, the employee shall report his or her illness to his immediate supervisor not later than two (2) hours before his or her scheduled work assignment. In the absence of an on-duty supervisor, an employee shall follow the notification procedures in the General Procedures. The immediate supervisor shall initiate an absence report form and forward such form to the Human Resources Department after the employee's return and it shall become part of the employee's personnel file.

SECTION 5. Sick Leave Accumulation Upon Retirement. Any employee who is at least 55 years old and has 10 years of service as an employee of the Town, who retires from the Town service on, after, or before his or her normal retirement date, shall have one-quarter of his or her total accumulation of sick leave time transferred to his or her vacation time for the purpose of separation pay at the current rate of pay. (e.g. 1/4 of 960 hours = 240 hours).

SECTION 6. Sick Leave Accumulation Upon Termination. Upon termination in good standing, for employees who do not meet the definition of Retirement in Section 5 above, one-quarter (1/4) of the employee's total accumulation of sick leave shall be transferred to the employee's balance of unused vacation time for the purpose of separation pay up to a maximum of one hundred and sixty (160) hours. Termination in good standing means that the employee has voluntarily resigned his/her employment and given the employer at least two (2) weeks of notice.

SECTION 7. Payment Upon Death. In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave to a maximum of nine hundred and sixty (960) hours as severance pay.

SECTION 8. Sick Leave Policy.

Use of Sick Leave. Sick leave may be used for the following purposes:

(1) Personal illness or physical incapacity
(2) Enforced quarantine in accordance with health regulations
(3) For illness or physical incapacity in the employee's immediate family, limited to three (3) days for each illness.

Sick leave is not to be used to extend vacations or to be treated as a personal day or day off. Regular doctor's office visits for physical examinations, dental exams, eye exams, etc. are not proper uses of sick leave. Regular doctor's office visits for physical, dental or eye examinations may be properly charged to personal leave or

vacation leave. Medical examinations for treatment of an ongoing illness or condition may be charged to sick leave.

The Town bears a great expense when an employee is absent from work. In some instances, the Town not only loses the employee's contribution for that day, but also incurs the cost of replacing that employee on an overtime basis. It is expected that employees will need to use sick leave at some point during their careers with the Town, but it must be stressed that their attendance is critical to the proper functioning of government and the delivery of services to the residents of Enfield.

Employees absent from work for more than three (3) consecutive days will be notified that they are being placed on Family and Medical Leave.

Investigation of Sick Leave Usage. The Town reserves the right to investigate any use of sick leave for which a supervisor determines that there might be an abuse of sick leave. An abuse of sick leave is the use of sick leave for any purpose other than that which is allowed above or by contract. An abuse of sick leave will result in disciplinary action regardless of whether or not the employee has received a notice of sick leave usage, as described below.

Neutral Attendance Policy. Absences beyond six (6) occurrences of sick leave in a year is considered excessive and will be addressed as follows:

a. Each employee's attendance will be reviewed in January of each year for the previous calendar year. If an employee has had more than six occasions of sick leave in the previous calendar year (exclusive of any sick leave taken while the employee was on Family and Medical Leave Act leave). An occasion can be part of one day, one day or the use of sick leave for multiple days as long as they are consecutive and not interrupted by a return to work or use of another form of leave or leave without pay. The department head or his designee will meet with the employee and discuss the excessive amount of sick leave. In the absence of extraordinary circumstances, the department head will issue the employee a notice of sick leave usage, which will state that the employee's use of sick leave will be monitored for the next six (6) months. In the event that the employee has more than three (3) occurrences during the six month period of time that the employee is being monitored the employee will be subject to disciplinary action, which shall include as a minimum a one (1) day suspension without pay. Prior to the issuance of a suspension letter the department head or his designee will meet with the employee to again discuss the excessive absences. If the employee's attendance fails to improve over the next six (6) month period using the above standard, additional disciplinary action, up to and including,

the termination of employment may be imposed. Again, this notice will be issued to the department head for issuance to the employee.

b. Extraordinary circumstances for which a department head or his designee may determine that a sick leave usage or disciplinary action notice will not issue include:

- the need for an employee to attend repeat therapy sessions for the same injury,
- a re-occurring serious illness
- a need for ongoing medical treatment for an illness
- or other reasons which in the department head's judgment, justify excusing the employee from their regular duties during work hours for treatment.

Proof of Illness. The Town may investigate any absence for which sick leave is requested and a doctor's certificate or other proof of illness shall be required upon request from the employee's department head.

Report of Illness. On the first day of absence from work due to illness, the employee shall report his illness to his immediate supervisor not later than thirty (30) minutes after his scheduled work assignment. Department heads may require greater notice for their individual departments. The immediate supervisor shall initiate an absence report form and forward such form to the Human Resources Department after the employee's return and it shall become part of the employee's personnel file.

ARTICLE 10
OTHER LEAVES

SECTION 1. Injury Leave. Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absence from duty due to an accident or injury that occurred while the employee was engaged in the performance of his or her duties. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his supervisor who shall make a full report on an Accident Report and Investigation Form to the Human Resources Director. Receipt of this report shall be a condition of payment of injury leave benefits. No payments shall be made if the accident or injury shall have been due to intoxication or willful misconduct on the part of the employee. In the event that an employee covered by this Agreement is injured while at work and, as a consequence of said injury, receives Workers' Compensation disability pay, said employee shall receive Workers' Compensation and supplemental pay so that the employee shall be compensated at the employee's regular rate of pay prior to such injury or disease for a period not to exceed twelve (12) months. At the end of said twelve (12) months, such supplemental benefits shall cease. In the case of injuries causing temporary disability for periods of time less than seven (7) calendar days which are not wholly compensable under the Workers' Compensation insurance, the Town shall pay the

employee's regular salary during the period of such absence. Lost time under injury leave shall not be charged to vacation or sick leave accruals. All employees shall continue to accrue seniority while on injury leave. It is recognized that the Town has a need to be informed of the status of an employee who is absent due to an injury compensable under worker's compensation. Therefore, the employee will comply with reasonable requests for reporting to his supervisor during any such period of absence.

SECTION 2. Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his regular salary which will, together with the jury pay, equal his regular salary for the same pay period. The employee shall notify his Department Head of the scheduled jury duty in advance on a request for leave form as provided in Article 6, Section 3. Employees on the night shift shall receive jury duty leave for the night shift before the day of jury duty and the night commencing on the day of the jury duty. When an employee scheduled for jury duty discovers before the commencement of the shift for which the employee has been granted jury duty leave the employee may opt to work his/her regular shift and not receive jury duty leave, in which case the employee who was scheduled to work in lieu of the employee on jury duty leave shall be relieved of that shift. If the employee who was scheduled for jury duty leave discovers that he/she is relieved from jury duty prior to the commencement of the shift for which he/she is scheduled for jury duty leave and opts not to work, the shift for which he/she has been granted jury duty leave he/she must use other accrued paid leave for that such and his/her jury duty leave will be rescinded.

SECTION 3. Funeral Leave. All full time employees working an average of thirty-six (36) hours per week over a 52 week period are eligible for three (3) days special leave with pay for death in the immediate family of an employee or the immediate family of his/her spouse. "Immediate family" for the purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child, brother-in-law, sister-in-law, aunt, uncle and any relation who is domiciled in the employee's household. A day, for the purposes of this section, shall be defined as an eight hour period for full time employees. The eligible period to use Bereavement shall commence the day following the date of death and conclude seven (7) days after the date of death.

SECTION 4. Military Leave.

A. A regular, full-time employee working an average of thirty-six (36) hours per week over a 52 week period, participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself from his Town duties while engaged in such required field training. During this period, the employee shall be paid the difference, if any, between his regular and military salary. Military leave shall not exceed thirty (30) days in any calendar year. An employee participating in such reserve military training shall give his supervisor or Department Head sufficient advance notice on a request for leave form.

B. Employees entering the military service of the United States shall be entitled to indefinite leave without pay.

C. On return from military service, an employee shall be reinstated in his former job and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from military service or from hospitalization arising from such service.

D. The Town will pay to the employee's retirement fund the employer's annual assessment.

E. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reservists.

SECTION 5. Training. With approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to the Town. If two or more employees request such leave at the same time, and only one employee can be accommodated, the leave shall be granted on the basis of a rotating seniority.

SECTION 6. Personal Leave. All full time employees working an average of thirty-six (36) hours per week over a 52 week period or more shall be eligible for a leave of absence with pay for a maximum of twenty four (24) hours per year, non-cumulative for the purpose of attending family obligations or other personal business which necessitates his or her attendance. An employee shall apply to his/her supervisor on a request for leave form in accordance with the provisions of Article 6, Section 3.

SECTION 7. Family Medical Leave. An employee may be granted a leave of absence without pay, in accordance with the Town of Enfield Family Medical Leave Policy (attached as Appendix F).

SECTION 8. Leave Without Pay. When the interest of the Town can be benefited, the Town Manager may grant a leave of absence without pay to an employee. The employee's position shall remain vacant, or be filled by a temporary appointment, until the expiration of such leave. Such leave shall not exceed a total of two (2) months, unless extended by the Town Manager. Employees returning from leave without pay will be assigned a shift assignment by the EMS Director until the next shift bid.

SECTION 9. Benefits While on Leave. If an employee is either on an approved leave of absence without pay for more than ten (10) working days in any calendar month, or is absent without leave for one (1) or more days in any calendar month without securing subsequent authority for such leave, he shall not accrue vacation or sick leave for that month. Any holiday occurring in conjunction with absence without leave, or without pay shall be forfeited by the employee. For any employee who is granted a leave of absence without pay, except for Family Medical Leave under Section 7, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his or her insurance benefits be continued and submits the full premium costs (both the employee's and employer's share to be paid by the employee) for such benefits to the Town for the period of such absence in a manner prescribed by the Human Resources

Department. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a worker's compensation leave until said employee returns to work, either at regular duty or light duty capacity.

SECTION 10. Absence Without Leave. An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and will be subject to disciplinary action. Any employee who is absent from work for two (2) consecutive work days, or on two (2) separate occasions without notifying his or her Department Head of the reason for such absence or absences shall be considered to have resigned from the Town service and shall be terminated.

ARTICLE 11
HOURS OF WORK

SECTION 1. The regular hours of work for all full time bargaining unit employees shall be, on average, thirty six (36) hours or more per week. Schedules of hours, as determined by the Director of EMS, will be posted and bid every four (4) months, in accordance with EMS General Procedures, as amended from time to time. Employees are required to provide their department with a current telephone number that they can be contacted on both on and off duty.

SECTION 2. The employer reserves the right to hold employees over at the end of their shift to ensure adequate staffing.

SECTION 3. Overtime assignments will be made in accordance with the EMS General Procedure 2.10, as amended from time to time.

SECTION 4. Other Schedules or exceptions to the normal work week and/or work day, including flexible hours, may be required depending on the needs of the department and Town.

SECTION 4A. The Town reserves the right to schedule special assignments such as tactical team assignments, bike patrols, etc. Selection for such assignments shall be made solely at the discretion of the EMS Director. Fitness qualifications for such assignment shall be made at the discretion of the Town.

SECTION 5. The service week is a period beginning at 0000hours Sunday and ending at 2359 hours the following Saturday.

SECTION 6. Employees will be required to punch in at the start and end of each shift.

SECTION 7. Shift swaps will be permitted pursuant to the EMS General Procedures, as amended from time to time.

SECTION 8. Employees working during the hours of midnight and 5am will not be assigned tasks in the station other than those necessary to maintain vehicles in a ready state. In the event that a task is assigned before midnight it must be completed even if that will require the employee to complete the task after midnight.

ARTICLE 12
COMPENSATION FOR OVERTIME WORK

SECTION 1. Payment for Overtime

A. Employees shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred so that the next immediate succeeding pay check includes such compensation:

a. At one and one-half (1 1/2) their regular rate of pay for any time that is more than forty (40) hours actually worked in one (1) week.

SECTION 2. Approval and Computation of Overtime

A. Overtime shall be compensated only when such overtime worked has been properly authorized by the Director of EMS or his designee.

B. For the purpose of computing overtime hours in excess of the basic work week, hours paid but not worked on holidays, vacation or personal leave shall not be counted as hours worked.

C. When an employee is called in to work outside his/her regularly scheduled working hours and is eligible for overtime payment under Section 1 above, he or she shall be paid for all hours worked.

SECTION 3. Use of Supplemental Staffing

A. The Town reserves the right to use supplemental staffing to fill staffing vacancies on ambulances in the event that no Enfield EMS Department member is available. Members include all supervisory staff, full time employees, and part-time employees. The Town will continue to fill staffing vacancies in normally scheduled shifts in accordance with the EMS Department General Procedures.

B. The Town may place additional ambulances (not normally scheduled in the bid process) in service at any time, staffed by qualified fire or police department personnel. These additional ambulances may be utilized during a town or state declared emergency, periods of excessively high call volume, or any other situation that is unusual and causes system strain, determined by the Chief of EMS or designee.

C. The Town may use fire or police service members as a third crew member on an ambulance whenever needed.

D. The Town's ability to use mutual aid with any service provider, including the fire services of the Town, is not diminished by this agreement.

ARTICLE 13
EMERGENCY MEDICAL SERVICES RESPONSIBILITIES

SECTION 1. The Town and the Union recognize that all of the positions in the IAEP Bargaining Unit, Local R1-717, NAGE, SEIU, are and have always been emergency medical responder positions. The Unit is obligated to ensure that its members, as emergency medical responders, actively support the efforts of the Town Administration to maintain essential Town services in times of emergency and, at such times, to work to minimize the critical hardship that may otherwise befall the Town's residents.

ARTICLE 14
WAGES AND CLASSIFICATIONS

SECTION 1. The Classification and Salary Plan in effect prior to the application of the general wage increases set forth below is attached to this agreement as Appendix "A."

SECTION 2. WAGES FOR FISCAL YEAR 2015-2016. Effective and retroactive to July 1, 2015, all rates of pay in effect on June 30, 2015 shall be increased by two percent (2%). (Schedule attached as Appendix A).

SECTION 3. WAGES FOR FISCAL YEAR 2016-2017. Effective July 1, 2016 all rates of pay in effect on June 30, 2016 shall be increased by two percent (2%). (Schedule attached as Appendix A).

SECTION 4. WAGES FOR FISCAL YEAR 2017-2018. Effective July 1, 2017 all rates of pay in effect on June 30, 2018 shall be increased by two percent (2%). (Schedule attached as Appendix A).

SECTION 5. All employees will be paid through direct deposit and will furnish the Finance Department the necessary information to arrange for said deposit.

SECTION 6. Employees shall only be eligible for retroactive pay if they were employed by the Town on the effective date of the pay increase and at the time of ratification of this agreement by the Enfield Town Council.

SECTION 7. The Town may elect to switch to a two week payroll.

SECTION 8. Employee's will be chosen as Field Training Officer's (F.T.O.'s) at the discretion of the Director of EMS. While precepting new paramedics, training new employees during their first 48 work hours or precepting paramedic students from an approved training program, the F.T.O.'s will be paid .50 cents per hour in addition to their regular hourly wage.

SECTION 9. Effective upon Union contract ratification and adoption by the Enfield Town Council, employees will be given credit for each full year of full time experience, up to 5 years, that they had before their employment with the town. Experience must be at the employee's current level, either EMT or Paramedic. For each year of credit, they will advance 1 step on their respective pay scale in Appendix A. This credit does not apply to seniority or any other benefit under the contract.

ARTICLE 15
INSURANCE

SECTION 1. Health Insurance. The Town shall provide the following insurance programs for those full time employees and their eligible dependents who choose to enroll in such insurance programs. For the purpose of this Agreement a full time employee is one who works on average 36 hours per week or more over a 52 week period. The Town will provide the following High Deductible Health Care Plan with a Health Savings Account option for those qualified employees (and their eligible dependents) who enroll in such insurance program.

Effective July 1, 2016 the Town shall provide the following insurance program for those employees and their eligible dependents that choose to enroll in the High Deductible/Health Savings Account plan ("HSA plan"). The new plan may require precertification for certain in-patient and outpatient services. Full details of the group health insurance benefits outlined herein are available for your review in the Department of Human Resources.

In addition, the following terms apply:

The Town will fund fifty percent (50%) of the applicable HSA deductible amount. The full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15th of 2016.

Effective July 1, 2017 and every year thereafter, the full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15.th

Employees acknowledge that the Town's HSA contributions are not an element of the underlying health insurance plan, but rather relate to the manner in which the deductible shall be funded for active employees.

SECTION 2. Employee Contributions Towards Insurance Program.

Effective July 1, 2015, bargaining unit members shall be required to contribute fifteen (15%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2016, bargaining unit members shall be required to contribute fifteen (15%[1]) of the cost of his or her insurance coverage through payroll deductions.

[1] This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 19.5%.

Effective July 1, 2017, bargaining unit members shall be required to contribute fifteen (15%[2]) of the cost of his or her insurance coverage through payroll deductions.

SECTION 5. Effective January 1, 2009 an employee who is covered under alternate health insurance that is not provided by the Town of Enfield or the Enfield Board of Education may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. An employee eligible for individual health and dental coverage under the Town's plan who waives same shall receive $500; an individual eligible for health and dental coverage for 2 persons who waives same shall receive $1,000; an individual eligible for health and dental coverage for more than 2 persons shall receive $1,500. The employee must waive both health and dental insurance to be eligible for this benefit. This benefit will be paid to employees in the first pay period of December annually. A pro rata amount will be paid to eligible employees based on the number of months, and level of coverage, in the calendar year that they have declined health insurance for themselves, their spouse and dependents.

SECTION 6. Life Insurance. The Town shall pay the full cost of group life insurance in the amount of $50,000 for each employee. Retirees shall receive life insurance in the amount of $3,000 paid by the Town.

SECTION 7. Accidental Death and Dismemberment. This insurance, in addition to the life insurance plan, is payable if an employee suffers any of the losses listed below as a result of and within ninety (90) days from the date of an accident occurring while insured as provided by the insurance contract then in force. The Town shall pay the full premium for such coverage. For loss of:

Life.....$30,000
Both Hands, Both Feet or Sight of Both Eyes.....$30,000
Any Combination of Foot, Hand or Sight of One Eye...$30,000
One Hand, One Foot or Sight of One Eye.....$15,000

SECTION 9. Change of Carriers. The Town may from time to time change the carriers for any of the insurance programs, provided that the benefits shall be equivalent or better than those currently provided.

SECTION 10. Blue Cross 65/ Blue Shield 65 - Retired Employees.

A. Eligibility. Any employee who worked for the Town until at least age 55 and had 10 years of employment with the Town and who retired with benefits under the Pension Plan provided by Article 16 of this Agreement shall be eligible for BC/BS 65 upon attaining age 65.

B. Enrollment. Employees enrolled in the Town's group Blue Cross/Blue Shield plans shall automatically be enrolled in the Town's BC/BS 65 Plan for retirees. Retirees not enrolled in the

[2] This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 19.5%.

Town's group BC/BS plans shall apply for membership in the Town's BC/BS 65 Plan upon attaining age 65.

C. Type of Plan and Benefits. The hospital and medical insurance plan shall be the Connecticut Blue Cross 65/ Blue Shield 65 Plan as prescribed by the Blue Cross/ Blue Shield contract in force.

D. The Town shall pay the full Connecticut Blue Cross 65/ Blue Shield 65 premium of each subscribing retiree.

E. Eligible Retirees, referenced in Art. 15.9. A, shall be able to purchase Blue Cross/ Blue Shield 65 coverage for their spouses at the Town's group rate. Early retirees shall be able to continue coverage for themselves and dependents provided that they pay the COBRA rate for such coverage in a timely manner.

ARTICLE 16
PENSION

SECTION 1. Employees are provided with retirement benefits under the Town of Enfield Pension Plan. Any changes made in the Plan which would decrease the benefits available to the employees or increase the rate of contribution by employees shall be done only through collective bargaining. A copy of the Pension Plan shall be provided to the Union.

SECTION 2. Employees shall be provided with an annual statement reflecting their current retirement status.

SECTION 3. All employees must join the Town pension plan once they become eligible for said plan and they must remain participants of the plan while employed by the Town.

ARTICLE 17
SENIORITY

SECTION 1. Seniority shall be defined as an employee's length of continuous service with the Town since the most recent date of hire. Seniority of employees hired on the same day shall be determined by their pre-employment written test score. The Director of EMS shall establish a seniority list, post same on the intranet, and update it prior to each bid. Any objection to the accuracy of the list must be raised by the Union within ten (10) days of the update of the list.

SECTION 2. An employee's total seniority will be diminished by one-half any/each time an employee upgrades classification (EMT to paramedic) or any/each time they change status from part-time to full-time. Employees who change status for the purposes of pursuing EMS related education shall not have their seniority reduced.

SECTION 3. The first seniority list under this contract will be the seniority list in existence at the time of the signing of the contract. All seniority balances in effect at that time will be carried forward. These balances will only be subject to Section 2 above after the signing of the contract.

ARTICLE 18
PROBATIONARY PERIOD

SECTION 1. Purpose. The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee whose performance does not meet the required work standards.

SECTION 2. Duration of the Probationary Period. All new employees shall be required to complete successfully a working test during a probationary period as follows:

A. Employees shall serve a probationary period of nine (9) months for original appointments. Employees promoted from EMT to paramedic will serve a six (6) month probationary period, which will begin once Medical Control is granted. Employees that fail to successfully complete their promotional probationary period may be returned to the lower classification (EMT), unless there is just cause for the employee's dismissal. If the employee was a full-time EMT prior to the promotion, said employee may return to that position. If no position is available, the Chief will designate him/her to a part-time EMT position until a full time position becomes vacant.

B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Human Resources Director upon request of the Director of EMS. In the event that the Human Resources Director extends an employee's probationary period he shall notify the employee and the Union in writing of same

SECTION 3. Interruption of the Probationary Period. No leave from service during the probationary period, with or without pay, shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Human Resources Director.

SECTION 4. Dismissal During Probationary Period For New Hires. At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his actions and reasons therefore. No appeal is allowable from dismissal during the probationary period.

ARTICLE 19
LAYOFF PROCEDURE

SECTION 1. Layoff Permitted. An appointing authority, with the approval of the Town Manager, may layoff an employee whenever it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties of the organization, or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.

SECTION 2. Layoff Procedure. In the event of a layoff, an affected employee shall receive three (3) weeks written advance notice.

SECTION 3. Order of Layoff. In the event of layoffs within a particular classification and status, employees in that classification and status shall be laid off in reverse order of seniority with probationary employees subject to layoff first. In lieu of layoff, an affected employee may elect to displace the least senior employee in any equal or lower classification in the bargaining unit, regardless of status, for which the employee meets the requirements of the position.

SECTION 4. Recall. Employees who are laid off shall have recall rights for a period of one (1) year and six (6) months from the date of layoff and only to the classification and status from which the employee was laid off. The most senior employee in the classification and status laid off shall be the first employee called back provided he is presently qualified to perform the work and meets all job requirements in the job classification to which he is recalled without further training beyond orientation. Employees shall have two (2) weeks from the date the Town sends a notice of recall to the employee at his last known address, via certified mail, to return to the job. Employees returning from lay off status shall have their seniority, benefits accrual rate, and rate of pay restored, including any contractual raises that were issued during the layoff to levels he/she had prior to the lay off. There will be no retroactivity in compensation for employees returning from a lay off.

ARTICLE 20
VACANT POSITIONS

SECTION 1. When the Town determines that a vacancy or new position within the bargaining unit shall be filled, the vacancy or new position shall be "posted" for a period of ten (10) calendar days and filled within a reasonable time thereafter. The posting of this position shall be done via email to each member of the bargaining unit and each member shall have ten (10) calendar days from the date the email posting is sent to reply via email if they wish to bid on the vacancy or new position.

SECTION 2. Seniority shall be a factor after the Town has assessed the skills and abilities of the bargaining unit candidates and when the skills and abilities of such bargaining unit candidates have been deemed by the Town to be equal. When such is the case, the Town shall appoint the most senior employee to the vacancy or new position.

ARTICLE 21
SAFETY AND HEALTH

SECTION 1. The Town Agrees to provide a safe work environment for all employees.

SECTION 2. A joint safety committee shall be formed by the Town and the Union and said committee shall meet to review and recommend safety and health conditions. The Union shall designate one member to represent the Union on the safety committee and the Town shall endeavor to relieve said member from duty to attend said meetings.

SECTION 3. The Town shall provide, free of charge to the employee, medical injections for immunizations from the common and contagious diseases during the period of time generally recommended by the medical community and any immunizations required by law for EMS employees. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.

SECTION 4. Smoking shall be prohibited in the workplace and in any Town vehicle. In addition employees are prohibited from smoking during any phase of any call, while engaged in any drill and/or training; or while dealing with the public. Employees who smoke in designated areas shall clean up all smoking by-products after use.

ARTICLE 22
NONDISCRIMINATION

SECTION 1. Neither the Town nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, physical or mental disability, union activity or political activity, or any other non-job related characteristic. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE 23
NO STRIKE - NO LOCKOUT

SECTION 1. No Strike. The Union, its officers, agents or employees agree that they will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slowdown, or any other concerted stoppage of work. Employees who are not on duty maintain their right of freedom of expression provided there is no breach of this Section.

SECTION 2. No Lockout. The Town will not instigate a lockout over a dispute with the Unit so long as there is no breach of Section 1 of this Article.

ARTICLE 24
MISCELLANEOUS

SECTION 1. Evaluations. Employees shall be given a copy of their annual evaluation form at the time they are required to sign it.

SECTION 2. Copies of Agreement. The Town will post a copy of this Agreement on the intranet within thirty (30) days after the effective date of this Agreement. New employees will be informed of the intranet posting at the time of hire.

SECTION 3. Deferred Compensation Plan. The Town shall continue established procedures for enrolling members of the bargaining unit in the deferred compensation plan(s). Participation in this plan shall be at the discretion of each individual employee.

SECTION 4. Tuition Reimbursement. Employees with six (6) months of continuous service may apply for an educational refund for a course or seminar for a certificate or toward a degree at an accredited college.

A. The employee must submit to the Director of EMS for his approval (prior to the commencement of the course) a description of the course to be taken and a degree to which the course is credited, if applicable. This application must then be submitted to the Human Resources Director and Town Manager for approval.

B. The Human Resources Director or Town Manager has the prerogative to approve or disapprove such application depending on the nature of the course taken and the degree which is being matriculated for, and its relevancy to the employee's position in the Town.

C. When the application is approved, the employee will be reimbursed eighty (80) percent of tuition cost up to $400.00 (not including books) sixty (60) days after the submission of passing grades. The maximum allowance per year will be $800.00 per employee.

D. The Town reserves the right to limit the education refund program based on availability of funds.

SECTION 5. Professional Fees and Licenses. All employees must maintain their required certifications at all times. All employees must successfully complete all training assigned by the Director of EMS. The Town agrees to provide the following training on duty time: ACLS, PALS, CPR, and the EMT refresher course at no cost to the employee. The town further agrees to reimburse each paramedic $ 100.00 towards the annual state license renewal fee.

ARTICLE 25
SAVINGS CLAUSE

SECTION 1. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Connecticut State Board of Labor Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

SECTION 2. This contract represents complete collective bargaining and full agreement between the parties as to rates of pay, wages, hours of employment, benefits, pensions, or other conditions of employment which shall prevail during the term of this agreement.

ARTICLE 26
FSA AND CHET PLANS

SECTION 1. The Town's flexible spending account and section 125 plan will be made available to the employees per the Agreement between the Town and the carrier. The monthly participant costs and annual fees, if any, for this plan shall be borne by the employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this agreement.

SECTION 2. The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust fund for all employees who wish to contribute to this fund.

ARTICLE 27
SUBSTANCE ABUSE TESTING

SECTION 1. The purposes of this policy are as follows:

A. To establish and maintain a safe, healthy working environment for all employees and to protect the public;
B. To insure the reputation of the Town of Enfield EMS Department and its paramedics and EMT's as good, responsible citizens worthy of the public trust;
C. To reduce the incidents of accidental injury to person or property;
D. To reduce absenteeism, tardiness and indifferent job performance; and
E. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

SECTION 2. Definitions

A. Alcohol or alcoholic beverage-means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.
B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
C. Prescribed drug-means any substance prescribed for the individual consuming it by a licensed medical practitioner.
D. Illegal drug - means any drug or controlled substance, the sale, possession or consumption of which is illegal.
E. Supervisor-means any Supervisor or the Director of EMS or his designee.

SECTION 3. Basis for testing

A. Random drug testing-the Director of EMS shall determine the number of employees to be tested on an annual basis. Not more than 25% of employees shall be randomly selected per test. An independent testing agency shall select employees to be tested by a computer generated process not more than four times per year.
B. Reasonable suspicion testing - an employee may be required to undergo testing based on "reasonable suspicion". Reasonable suspicion shall mean when objective facts and observations are brought to the attention of a supervisor, based on the reliability and weight of such information, such that the supervisor can reasonably infer that, or suspect that, the employee is using illegal drugs, is abusing prescribed drugs, or is reporting for duty (or on duty) under the influence of alcohol or drugs. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: the appearance, speech, behavior, body odors, of the employee; reports and observations of the employee's drug related activities, such as purchase, sale or possession of illegal drugs; association with known illegal drug dealers or users; observation of the employee at known illegal drug or suspected illegal drug related locations; an otherwise unexplained change in the employee's behavior or work performance; an observed impairment of the employee's ability to perform his or her duties.

If the employee is ordered to undergo a reasonable suspicion drug and/or alcohol test he shall be given a brief verbal statement of the basis for the reasonable suspicion. A verbal directive to submit to such test shall be confirmed in writing, but the testing shall not be delayed pending the issuance of the written directive.

SECTION 4. Testing procedures - Testing shall be performed by a licensed laboratory or third party administrator who is trained and/or certified to perform testing. Testing will be done with due regard for chain of custody and for the employee's right to privacy, subject to standard testing protocols to insure a valid sample.

Testing for alcohol shall be by breathalyzer and, if positive, there shall be a re-confirming test after fifteen minutes. Testing for drugs shall be by urine testing.

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty eight hours of receiving notification of such result, request in writing to the Director of EMS that the second part of the sample be made available for re-testing at a licensed laboratory of the employee's choosing. The second part of that sample shall be transferred to that laboratory in such a manner as to insure the proper chain of custody. The second test performed at the employees' request, shall be at the employee's expense. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the employee for the cost of the second test.

SECTION 5. Interference with or refusal to submit to testing - any alteration, switching, substituting or tampering with a sample or test given under this policy by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include discharge. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this policy, or to cooperate in providing information needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include discharge.

SECTION 6. Rehabilitation - the opportunity for rehabilitation shall be granted once for any employee who:

A. voluntarily admits to alcohol or drug abuse prior to testing, or
B. tests positive for alcohol or abuse of legally prescribed drugs for the first time.

The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent that it is not covered by the employee's health insurance. As part of any rehabilitation program, the employee may be required to

undergo periodic screening for drugs and/or alcohol for a period of 36 months (up to 48 months if recommended by the Substance Abuse Professional) after his return to duty. The frequency of this testing will be at the discretion of the Director of EMS. This testing is in addition to random testing which the employee will continue to be subject to. If after screening, the employee tests positive, he will immediately be suspended without pay and will be subject to discharge.

Nothing in this policy shall preclude disciplinary action against an employee who is involved in any drug/alcohol related misconduct.

SECTION 7. Consequences of a positive test - the consequence of a positive test shall be as follows:

A. For use of an illegal drug or for use of a drug prescribed to someone other than the employee - discharge.
B. For abuse of a legally prescribed drug to the employee - first offense, 30 day suspension. Subsequent offense, discharge.
C. For alcohol (at the level of .04 or greater) - first offense, 30 day suspension. Subsequent offense, discharge.

ARTICLE 28
DURATION

SECTION 1. This contract shall be in full force and effect through June 30, 2018 and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. All changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

SECTION 2. Between the first day of January and the first day of February, 2018 either party may notify the other party if it wishes to amend or modify the contract as of July 1, 2018. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

SECTION 3. Benefits provided under this agreement, other than wages, shall be effective on the date the contract is signed by the parties.

TOWN OF ENFIELD	LOCAL R1-717, IAEP
Steven V. Bielenda	
DATE: 7/20/2016	DATE: 20 JUL 16

APPENDIX A

Emergency Medical Technician		1	2	3	4	5
7/1/2015	Probationary Rate	15.68	15.99	16.31	16.64	16.98
7/1/2015	Employee Rate (2%)	15.99	16.31	16.64	16.97	17.32
7/1/2016	Probationary Rate	15.99	16.31	16.64	16.97	17.32
7/1/2016	Employee Rate (2%)	16.31	16.64	16.97	17.31	17.67
7/1/2017	Probationary Rate	16.31	16.64	16.97	17.31	17.67
7/1/2017	Employee Rate (2%)	16.64	16.97	17.31	17.66	18.02

	Paramedic	1	2	3	4	5
7/1/2015	Precepting Rate	19.25	19.25	19.25	19.25	19.25
7/1/2015	Probationary Rate	21.72	22.15	22.59	23.04	23.53
7/1/2015	Employee Rate (2%)	22.15	22.59	23.04	23.50	24.00
7/1/2016	Precepting Rate	19.50	19.50	19.50	19.50	19.50
7/1/2016	Probationary Rate	22.15	22.59	23.04	23.50	24.00
7/1/2016	Employee Rate (2%)	22.60	23.04	23.50	23.97	24.48
7/1/2017	Precepting Rate	19.75	19.75	19.75	19.75	19.75
7/1/2017	Probationary Rate	22.60	23.04	23.50	23.97	24.48
7/1/2017	Employee Rate (2%)	23.05	23.51	23.97	24.45	24.97

APPENDIX B

TOWN OF ENFIELD

FAMILY/MEDICAL LEAVE POLICY

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Employment Eligibility	Employed at least 12 Months and work at least 1250 hours during the fiscal year.	Same.	Same
Effective Date	August 5, 1993 for non-bargaining unit employees; February 5, 1994 for union members.	Same.	Same
Who qualifies?	Employees who meet eligibility criteria above.	An employee who is either the father or the mother can take family leave for the birth, placement for adoption or foster care of a child. See 825.112, Family Medical Leave Act for qualifying circumstances under which family leave may be taken for adoption or foster care. Eligibility for leave expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	An employee who has a biological child, adopted child, foster child, step-child, legal ward or a child under l8 for whom the employee stands in loco parentis. An employee who has a child (defined above) age l8 or older who is incapable of self-care due to mental or physical disability. An employee who has a biological parent, former legal guardian, or someone who raised the employee in place of a parent. An employee who has a spouse as legal husband or wife.
Serious Health Condition Defined	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or Continuing treatment by a health care provider. Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.	Not applicable.	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or Continuing treatment by a health care provider. Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same.	Same.
Provisions if Both Spouses Work	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if	2 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department,

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
For the Town		both employees work in the same department then the leave cannot be taken on the same scheduled work days.	then the leave cannot be taken on the same scheduled work days, except for the serious health condition of the spouse.
Restoration to Position	Must be restored to the same position held prior to the leave; or To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment. An employee has no greater right to reinstatement or to benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.	Same.	Same.
Second and Third Opinions	The Town may request and pay for a second opinion from a physician of the Town's choice. Either the employee or the Town may request a third opinion if the lst two opinions conflict. A third opinion shall be paid for by the Town and both the Town and the Employee must agree on the provider. The decision of the third opinion is final.	Not applicable.	The Town may request and pay for a second opinion from a physician of the Town's choice. Either the employee or the Town may request a third opinion. A third opinion shall be paid for by the Town and both the Town and the employee must agree on the provider. The decision of the third opinion is final.
Certification for Return to Work	Certification of fitness for duty may be required of all employees taking FMLA leave.	Certification of fitness for duty may be required of all employees taking FMLA leave.	Not applicable.
Relationship to Paid Leave	Employee may utilize accrued sick leave, then may request unpaid leave for the duration of the FMLA leave. The employee may substitute accrued vacation leave in place of all or part of the unpaid leave, if s/he so desires.	If the employee is the birth mother, accrued sick leave must be utilized first for the period of disability. After the disability, the employee may request unpaid leave for the remainder of the FMLA leave for the care of the child. Accrued vacation time can also be used in lieu of all or part of the unpaid leave if the employee so desires. If the employee is not the birth mother, s/he may request unpaid leave or use accrued vacation time in lieu of all or part of the unpaid leave for the duration of the FMLA leave.	Employees may use up to 15 family sick days, then may request unpaid leave or the accrued vacation time in lieu of all or part of the unpaid leave, for the duration of the FMLA leave.
Sick Leave and Vacation Leave	Sick and vacation leave shall not accrue for any full calendar month in which the employee is not in a regular		

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Accruals	paid status. Sick and vacation time will accrue during the employee's use of paid sick leave and/or paid vacation leave for any portion of FMLA leave.	Same.	Same.
Maintenance of Medical, Dental and Life Insurance Benefits	The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee make the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will remain in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work.	Same.	Same.
Miscellaneous	All requests for FMLA leave must be documented including whether or not the leave was granted and reasons for the denial where that is the case. The Family Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions. The 12 month period for FMLA purposes will coincide with the Town's fiscal year (July 1-June 30). Each employee shall be allowed a combined total of 12 weeks of FMLA leave per year (except when both spouse work for the Town as described above). Medical information and documentation shall be treated as confidential medical records and shall be kept in a confidential file separate from the employee's personnel file. The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.		
Date of Adoption	The above provisions were agreed to by the parties on _____		