# COLLECTIVE BARGAINING AGREEMENT

# By and Between the

**Town of South Windsor** 

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 - Unit 65
Municipal Employees
July 1, 2022 through June 30, 2025

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#### ARTICLE I RECOGNITION

1.0 The Town recognizes and certifies the South Windsor Town Hall Employees, UPSEU Local 424 – Unit 65 for the purposes of professional negotiations as the exclusive representative for all employees of the Town of South Windsor, except for:

Supervisory and confidential employees as defined by the MERA (Municipal

Employee Relations Act)

Uniform personnel (police and fire)

**Elected Officials** 

Personnel covered by the Public Works bargaining unit

Personnel covered by the Pollution Control bargaining unit

Administrative Aides

Assistant Aides

Accounts Supervisor of Finance

Assistant Recreation Director

Fire-Police Dispatchers

Boards and Commissions Secretaries (part-time)

for the purposes of and with all rights and privileges as provides by the General Statutes 7-467.

- 1.1 Part-time, temporary, and seasonal employees are not, and shall not be members of the Union.
  - (a) Part-time employees are those employees who work less than twenty hours a week.
  - (b) Temporary or seasonal employees are those who are employed temporarily to supplement the work force.
- 1.2 It is the policy of the Town and the Union that there shall be no discrimination against any employee or applicant for employment on account of race, color, creed, sex, national origin, or physical disability not related to job requirements.

#### ARTICLE II MANAGEMENT RIGHTS

- 2.0 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it; and, except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this agreement, it shall have the right, responsibility, and prerogative of management of the affairs of the Town and direction of the working force-including, but not limited to, the following:
  - (a) To determine the care, maintenance, and operation of equipment and property used for, and on behalf of, the purposes of the Town.
  - (b) To establish or continue policies, practices, and procedures for the conduct of Town business; and, from time to time, to change or abolish such policies, practices, or procedures.

- (c) To establish or discontinue processes or operations, or to establish or discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the Town's operations.
- (e) To employ, transfer, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons (in accordance with other provisions of this Agreement).
- (f) To enforce rules and regulations for the discipline and personal conduct in the performance of work as described in the Town of South Windsor's Personnel Rules and Regulations that are not specifically addressed in this Agreement.
- (g) To insure that incidental duties connected with any departmental operations shall be performed by employees.
- (h) To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purpose or intention of undermining the Union or of discrimination against its members.
- (i) To create job specifications, and revise existing job specifications, as deemed necessary.
- 2.1 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.
- 2.2 The Town shall provide UPSEU with three (3) signed contracts at the time of signing.

### ARTICLE III DISCIPLINARY ACTIONS AND PROCEDURES

- 3.0 All disciplinary actions shall be applied in a fair and equitable manner, and shall be consistent with the infraction for which disciplinary action is being applied.
- 3.1 Disciplinary actions shall normally follow this order:
  - (a) Verbal warning with notation of order in writing.
  - (b) Written warning.
  - (c) Suspension without pay, by Town Manager and/or designee.
  - (d) Discharge by Town Manager and/or designee.
- 3.2 Any of the above steps may be omitted depending on the severity of the infraction.
- 3.3 No non-probationary employee shall be discharged without just cause.

- Any non-probationary employee in the unit who shall be discharged, or suspended without pay, shall be presented with written reasons for such discharge, or suspension within five (5) days thereafter.
- 3.5 After five (5) years at the employees request, the Town will petition the State Records Administrator to remove all verbal and written warnings from the employee's record and file, provided that there have been no subsequent disciplinary violations. Any verbal or written warning older than 2 years will not be held against the employee provided there has been no subsequent disciplinary violations.
- 3.6 Any employee may submit a written explanation of the occurrence which resulted in disciplinary action; such written explanation will become part of the official personnel file.

# ARTICLE IV GRIEVANCE AND ARBITRATIONS

4.0 A grievance shall be defined as a complaint by an employee or the Town that there has been an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement. Such grievance shall be processed in the following manner.

#### 4.1 <u>Time Limits</u>

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- (b) If an employee does not file a grievance, in writing, within twenty (20) working days of the occurrence of the act or conditions on which a grievance is based, after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- (c) Failure by the aggrieved employee, at any level, to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- (d) Failure by the supervisor involved to render his/her decision within the specified time limits shall be considered as movement of the grievance to the next level.
- 4.2 At any or all steps in this Article, the aggrieved may have representation of his or her choosing.
- 4.3 Grievances may be processed directly with the party whose action resulted in the grievance; and, in such instances, the previous steps of this grievance procedure may be omitted.

#### 4.4 Formal Procedure

- Step 1 The grievant shall first present his/her grievance to his/her immediate supervisor who shall make careful inquiry into the facts and circumstances of grievant's complaint. The supervisor shall attempt to resolve the problem promptly and fairly; and shall give his/her answer, in writing, to the employee within five (5) working days from the date the grievance is submitted to him/her.
- <u>Step 2</u> A grievant who is dissatisfied with the decision of his/her supervisor may, within five (5) working days after the receipt of the answer in Step 1 hereof, submit his/her grievance, in writing, to the Department

Head. The Department Head shall make a separate investigation and inform the employee, in writing, of his/her decision and the reasons therefore within five (5) working days after the receipt of the written grievance from the employee.

- Step 3 If the grievant is dissatisfied with the Department Head's decision, he/she may obtain a review by the Town Manager, or the Town Manager's designate, by submitting a request, in writing, to the Town Manager for review of the Department Head's decision in Step 2 hereof. The Town Manager, or his/her designate, shall conduct an informal hearing within ten (10) days, and shall hear the position of the grievant or any other person whom the Town Manager, or his/her designate, deems necessary to make his/her decision. The Town Manager or his/her designate shall, within ten (10) working days after said hearing, inform the grievant of his/her decision, in writing.
- Step 4 If the grievant is dissatisfied with the Step 3 decision, the grievant may request the State Board of Mediation and Arbitration to provide mediation service.
- Step 5 In the event that mediation does not resolve the grievance, the grievant may request the State Board of Mediation and Arbitration to provide arbitration service, which request for arbitration service shall be made to the State Board of Mediation and Arbitration, in writing, with a copy to the Town, within ten (10) working days subsequent to the written or verbal statement by the Mediator that he/she is unable to resolve the grievance through the mediation mechanism.
- The arbitration panel shall hear, and decide, only one grievance in each case; and shall be bound by, and must comply with, all the terms of this Agreement. The arbitration panel shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitration panel shall be binding upon the Town, UPSEU and the employees during the life of this Agreement, unless the same is contrary to law.
- 4.6 Grievance time limits may be waived by mutual agreement between the parties.

#### ARTICLE V UNION BULLETIN BOARD

There will be one (1) bulletin board in each building, for the purpose of displaying notices, circulars, job notices, and other UPSEU materials. These UPSEU bulletin boards shall be displayed in a conspicuous place. The bulletin board shall be no less than two feet by two feet.

#### ARTICLE VI UNION MEETING ON TOWN PROPERTY

6.0 The UPSEU may call meetings in any Town building before or after regular hours, or during lunch hour whenever necessary - provided such meetings do not conflict with other scheduled activities or programs. All meetings of Union membership at which Town Representatives are not in attendance shall be held during non-working hours based on standard Town Hall operating hours of 8:00 a.m.-4:30 p.m. Those employees on duty during the time of such meeting may be allowed to attend for up to one hour and be paid for up to one hour.

#### ARTICLE VII VISITATION CLAUSE

7.0 The employer shall permit the President of the UPSEU, or his designated representative, to investigate working conditions, complaints, problems, or any other purpose relating to the terms and conditions of this Agreement. The employer shall permit the UPSEU President, or his designate, to visit any place of employment where any bargaining unit member works for the purposes above. The President of the UPSEU shall file a report to the Town Manager to include the length of time of visit, location and employee visited.

During the course of the first month of a new hire's employment, the union shall be provided an opportunity to meet such new employees on employee time. Such time shall not exceed twenty (20) minutes.

#### ARTICLE VII A MEETINGS AND SEMINARS

7.0(a) A member of the bargaining unit may attend meetings, conventions, or training seminars that are job related, as recommended by their Department Head and approved by the Town Manager.

#### ARTICLE VII B EDUCATIONAL REIMBURSEMENT

7.0(b) An employee may apply for, and receive, reimbursement for educational programming, as outlined in the Town's "Educational Reimbursement Policy" and updated as of7/1/05. Employees must inform their supervisor that they will be applying for reimbursement before the previous fiscal year budget process and a grade of "C" (or, in the case of a Pass/Fail class, a passing grade) or better must be maintained in an approved course of study or training.

# ARTICLE VIII WORKERS' COMPENSATION

Whenever an employee, included in this Agreement, is entitled to receive Workers' Compensation benefits, full salary--less the amount of weekly compensation--shall be paid. The entitlement under this provision shall not exceed ninety (90) days; and such absence shall not be charged to that person's accumulated sick leave.

# ARTICLE IX EMPLOYEE EQUIPMENT

9.0 The Town shall provide, at no cost to the employee, the following articles of equipment to the appropriate employees. Replacement shall be made if deemed needed by the employee's immediate supervisor and the Town Manager.

Hard Hats

Boots

Safety Glasses

High Visibility Vests

Gloves

Computer screen/shield

Raincoats

One desk and one chair per employee -- if, in the opinion of the employee's immediate supervisor, and the Town Manager, the aforementioned is necessary.

- The Town shall pay the cost of replacement of an employee's prescription glasses if they are broken on 9.1 duty, and upon submission of receipt of bill, up to a maximum of \$300.00.
- The Town shall reimburse each employee required to perform field work or building maintenance work 9.2 up to two hundred and twenty-five dollars (\$225) for the provision of safety shoes. Employee must submit receipt. New employees shall receive their first reimbursement after completion of the probation period.

There shall be no limit to the number of shoes an employee may purchase during each year. It shall be the employee's responsibility to wear safety shoes at all time.

The Town shall provide, at no cost to the employee, all the equipment necessary to do their job safely 9.3 based on OSHA standards and job requirements. Replacement shall be made if deemed necessary by the employee's immediate supervisor. Equipment includes, but is not limited to, such items as hard hats, safety glasses, high visibility vests and shirts, gloves, waterproof boots, bug repellent, seasonal coats, and rain gear.

#### ARTICLE X HEALTH AND SAFETY

A Health and Safety Committee will be established by the bargaining unit members, and recognized 10.0 by the Town, to review health and safety standards and practices. The Committee will meet periodically outside of working hours. The health and safety officer or his/her designee will meet with the Town Manager, or designee, to discuss any health and safety issue of concern to the Committee.

## ARTICLE XI SELECTIONS, PROBATION, APPOINTMENTS

Selections 11.0

The Town Manager shall be responsible for the selection, employment duties, and transfer of all personnel after an interview with the prospective supervisor. It shall be an established policy to secure the senior most competent candidate in accordance with the salary schedule and without discrimination against any qualified candidate because of political, religious, or labor union affiliation, or on the basis of race, age, creed, color, national origin, marital status, or sex.

Training and Probationary Period 11.1

New employee shall serve a probationary period of nine (9) months and shall have no seniority rights during this period. But shall be subject to all other provisions of this Agreement. The Town Manager may exercise optional extension to twelve (12) months, such option shall require notification to the affected employee at nine (9) months. The Town shall notify as soon as possible the Union President or his/her designee whenever a new employee is hired. The union shall also be notified when an employee successfully completes their probation.

The dismissal of a probationary employee during the probationary period shall not be subject to the grievance procedures. All employees who have completed their probationary period shall be full-time employees, and shall acquire length of service records as of the date of their employment. Probationary

employees may be evaluated once each month by the Town Manager, or designee. If performance is deemed unsatisfactory, a formal notice of termination will be issued.

11.2 Appointments to Vacancies and New Positions

All vacancies and new positions within the union shall be posted on all union bulletin boards for a period not less than ten (10) working days, as well as advertised to the public as deemed appropriate by Human Resources. Employees wishing to be considered for assignment to such vacancies or new positions, may personally, or through their union representative, submit their request, in confidence, to the Director of Human Resources.

The interview panel for all new UPSEU positions or vacancies shall include one UPSEU union member to be agreed upon between the Town and the Union. If qualified, Union Members will be given priority.

Employees who are transferred or promoted shall serve a probationary period of two (2) months. Management shall return an employee to the former pay grade or position if the employee fails to successfully complete the probation or the employee may choose to return to their previous position sooner than the one (1) month. Employees may be evaluated during probation.

Copies of the job posting and a list of current employees bidding for the job shall be provided to the Union Secretary, if requested, at the end of the posting period.

The person appointed to the vacancy or new position, and the Union Secretary, shall be notified, in writing, of the appointment. Notification shall be made not later than fifteen (15) working days after the posting period.

If no employees in the bargaining unit are qualified, the position may be filled through recruitment of applicants not employed by the Town.

#### ARTICLE XII PROTECTION OF EMPLOYEE

- 12.0 No employee outside the bargaining unit shall do any bargaining unit work on a permanent basis.
- 12.1 The employer agrees to provide legal counsel in accordance with Chapter 113, Title 7- 465 of the Connecticut General Statutes.
- Permanent employees substituting in a higher pay grade shall be compensated at the higher pay grade on substitute's current step level.
- 12.3 Assuming the duties of another employee during vacation periods shall be excluded from this provision, provided it does not exceed three (3) consecutive weeks.

#### ARTICLE XIII VOLUNTARY TRANSFER

Whenever an opportunity for transfer occurs in any existing job classification, a notice of such openings shall be posted on all bulletin boards and sent directly to the UPSEU's President stating the job classification, rate of pay, and the nature of the job requirement in order to qualify. Such posting shall be for a period of not less than ten (10) working days.

- During this period, employees who wish to apply for the transfer or new position may do so by notifying the Town Manager, in writing.
- 13.2 The employer shall fill such job openings or vacancies from among those employees who have applied on the following basis:
  - (a) The employee has the ability to do the job.
  - (b) If the qualifications, experience, and ability of those employees applying for the position are similar, or equal, seniority will be the determining factor.
- 13.3 No full-time employee being transferred shall have their hourly wage reduced unless it is a lower classified position.

#### ARTICLE XIV INVOLUNTARY TRANSFER

- 14.0 The employer agrees to give affected employees ten (10) working days written notification when they are involuntarily transferred on a permanent basis to a different post of duty.
- 14.1 A transfer may be ordered on an involuntary basis provided the employee is given advance written notice stating the reasons for the proposed action, and why the employee was selected, and giving the employee an opportunity to reply giving his reasons why he should not be reassigned. The reply by employee must be made within fifteen (15) days of official notice.
- 14.2 Transfer will not be made in those cases where there is a planned upgrading of the position at a future date.
- 14.3 The employer agrees that this will not be used as a substitute for removal, suspension or demotion in grade.
- 14.4 No full-time employee being involuntarily transferred shall have their hourly wage reduced.

#### ARTICLE XV LEAVES WITHOUT PAY

- Leaves of absence, without pay, may be granted by the Town Manager for a limited definite period not to exceed six (6) months, for the following reasons:
  - (a) For health reasons, upon advice of a physician.
  - (b) For other personal reasons subject to the review and recommendation of the Town Manager.
- 15.1 Application for such leave of absence must be made, in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave.

- 15.2 An additional six (6) months may be granted by the Town Manager, provided the request for an extension is submitted one (1) month prior to the completion of the first six (6) months' leave of absence.
- 15.3 Sick leave and vacation time shall not accrue during leaves of absence without pay.
- Employee may continue fringe benefits while on leave of absence, at his/her expense, at group rates, subject to the limitations of their Group policies.

#### ARTICLE XVI RECLASSIFICATION

- To be reclassified, the employee must show that he/she is performing duties in a competent manner which are significantly different from the duties of his/her designated position; and that such duties are within the duties of a higher classification. In all cases, the burden of proof shall be upon the employee. When any employee considers his/her position improperly classified, a request for reclassification shall be submitted to the appropriate Department Head who shall review the justification of the request. If the Department Head finds merit in the request, an appropriate recommendation should be directed to the Town Manager. If the Department Head feels the request is not justified, the employee shall be so advised, in writing, with a copy sent to the Town Manager. The employee may then elect to present the case to the Town Manager, an investigation shall be conducted into the changes in functions and relative placement of the job within the total classification plan before a decision is rendered.
- 16.1 If the employee is unsatisfied with the Town Manager's decision regarding their classification request, the matter shall be referred to an Advisory Board for consideration. This Board shall be given all information upon which the decision was based, and have an opportunity to speak to all concerned parties--including the employee, Department Heads, Union Representatives, and the Town Manager. This Board shall be comprised of three individuals involved in municipal personnel management, selected by the Union from a list of five names supplied by the Town Manager. The Town Manager agrees to take any recommendations made by this Board under careful advisement; and, where new evidence so warrants, may adopt his previous decision.
- 16.2 There shall be five (5) working days as time limits between these steps.

#### ARTICLE XVII RESIGNATIONS

- Written notice of resignation should be filed with the Town Manager, or his designee, at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action, and must include requests for vacation time to be used prior to the effective date of resignation. If such request for use of any accrued vacation time is made, the written letter of resignation must be received four (4) weeks prior to termination. Where possible, employees are asked to give four (4) weeks notice of their termination.
- 17.1 An employee who resigns in good standing shall be entitled to pay up to, and including, the last day of work.
- 17.2 In addition, the employee shall be paid for accumulated vacation time and earned days which is due, but has not been taken.

#### ARTICLE XVIII OVERTIME

- Overtime will be paid at one and one-half times the regular rate for all full-time persons who work beyond their normal workday. Prior approval to work overtime must be obtained from the Town Manager, or his designee.
- 18.1 Compensation for overtime work shall be payable for the pay period in which the overtime was incurred, and paid on the same day as regular earnings for that period.
- Overtime shall be offered to, and distributed equally among, all employees who qualify and would volunteer for it. Employees shall be offered overtime on a regular rotating basis. When an employee's name appears next on the overtime list, he/she shall opt to either accept or waive his/her turn.
- 18.3 A record of overtime hours worked by each employee shall be kept current by the Employer; and shall be made available to the UPSEU for their inspection.
- 18.4 Overtime work shall be offered on a voluntary basis; except for:
  - a) coverage of evening meetings and except that, when no employee's volunteers and the employer deems it necessary, he/she may require appropriate employee to work overtime, or
  - b) For employees within the Building Maintenance Division that are on call at the time. The employee on call will receive a weekly stipend of \$175. Employees shall rotate on a seniority basis, with the right to decline. If all employees have declined, the least senior employee shall be forced to be on call, however, no employee may be forced to be on call two (2) weeks in a row.
    - Notwithstanding the below, the employee within the Building Maintenance Division that is on call shall receive guaranteed pay for a minimum of four (4) hours work when he/she is required to report to work from home. He/she shall be guaranteed pay for a minimum of four (4) hours work and shall be compensated at the rate of one and one-half (1 ½) times his/her regular rate of pay. He/she shall be guaranteed pay for a minimum of four (4) hours work and shall be compensated at the rate of twice their regular rate of pay when he/she is called in on a Sunday or any Holiday listed in Article XXX.
- 18.5 Employees who are required by their supervisor to remain on duty during meal periods shall be compensated for this period at the appropriate overtime rate of pay, or equivalent time off, in the same week, at the option of the employee.
- 18.6 Employees required to work on Sunday, or on any Holiday listed in Article XXX, shall be compensated at the rate of twice their regular rate of pay and be guaranteed pay for a minimum of three (3) hours work. This shall be in addition to the eight hour straight time holiday pay received by employees.
- 18.7 Any employee required to report to work from home shall be guaranteed a minimum of three (3) hours work at the overtime rate beginning at the time they start work.
- Employees required to work overtime on Saturday shall receive a minimum of three (3) hours payment. He/she will be paid one and one-half (1 ½) times his/her regular rate of pay.

- 18.9 For clerical employees assigned to evening meetings, the pay rate shall be time and one half for those hours worked, with a guaranteed minimum of four hours. However, the clerical employee assigned to night meetings may adjust his/her normal working hours within two calendar weeks of the night meeting in lieu of receiving the compensation above, if said employee receives permission from his/her department head or designee, and dependent upon the department workload and department coverage. The adjusted hours will be at the overtime rate.
- 18.9 (a) For Administrative Secretaries doing night meetings for the following Board and Commissions: ZBA, Inland/Wetlands, WPCA, EDC, P&Z, PARC, and SWAFF (South Windsor Alliance for Families)

It is a primary responsibility for the employee regularly assigned to provide night coverage to Board/Commission meetings. However, in cases of emergency, the employee assigned may solicit volunteers from the bargaining unit to provide substitute coverage. If no qualified bargaining unit member volunteers to provide coverage, then the least senior employee within the Grade 2 or 3 of the classification will be required to provide coverage. However, if the least senior Grade 2 or 3 employee has not been in his/her position for 90 days, he/she will be skipped until 90 days has been completed. Thereafter, an employee in Grade 2 or 3 required to provide coverage will be rotated starting with the least senior employee. For the purposes of this article the new employee will be placed on the list in his/her normal position after he/she has provided coverage upon completing 90 days service and then provide coverage during his/her normal rotation. If an employee refuses to provide coverage when required by the procedure above, then he/she may be disciplined in accordance with Article III, Disciplinary Actions and Procedures.

#### ARTICLE XIX LAYOFFS

- In the event that layoffs become necessary, the employee with the least seniority in the classification series where work must be curtailed shall be laid off first. Employees qualified for positions in other classifications within the bargaining unit, who have been chosen for layoff, may bump the least senior employee in that classification. When employees are to be recalled, the first to be recalled shall be those last laid off. There will be no layoffs in first year of agreement.
- 19.1 Laid-off employees shall have recall rights for a period of twenty four (24) months from the date of layoff. An employee, who waives recall rights shall be placed on the lowest seniority status for a subsequent recall, provided such recall rights shall, in no event, extend beyond the twenty four (24) month period. An employee who refuses recall because of current employment shall lose all further recall rights.
  - (a) When an employee is selected for layoff, then based on seniority, that selected employee may bump the least senior employee in any classification within the bargaining unit for which the identified employee is qualified, without additional training. If an employee is qualified to bump a least senior employee in more than one classification, the Town and the employee must agree as to the classification selected. Under no circumstances will bumping result in a promotion or a pay raise.
  - (b) Part-time, temporary and seasonal employees (as defined in Section 1.1) performing bargaining unit work shall be laid off before permanent full-time employees.

- 19.2 For the purposes of this Article, seniority shall be defined as an employee's continuous length of service with the Town from said employee's original date of hire.
- 19.3 The employee shall be paid for accumulated vacation time which is due but has not been taken.
- 19.4 Seniority shall accrue during any period of layoff during which a person has recall rights.

#### ARTICLE XX DISMISSAL

20.0 The Town agrees that it will act in good faith and for just cause in the dismissal of any employee included in this Agreement. A written warning shall have been given, and grievance procedures observed.

#### ARTICLE XXI HOURS OF WORK

- All employees will work a thirty-seven and one-half (37 ½) hour week, Monday through Friday 8:00 a.m. to 4:30 p.m. The Town Garage Administrative Secretary will work 7 a.m. to 3:30 p.m. During the months of January and July, the Tax Assistant may work the hours of 8:00 a.m. to 5:00 p.m. with a one and one-half (1 ½) hour lunch. Occasionally, the Administrative Secretary Human Services may be needed to work the schedule of 7 am 3:30 pm or 7:30 am 4:00 pm. The Police Department Criminal Records Specialist will work 7 am 3:30 pm, the Police Department Motor Vehicle Records Specialist will work 8 am 4:30 pm.
- A flexible work schedule is a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times may vary on a daily basis, but does not exceed 37.5 hours within a pay period, and is agreed upon in advance by the employee, the Town Manager, and the Union. Said flexible schedule shall not be allowed or implemented unless agreed to in advance by all three of the following parties, in their sole discretion: The employee, the Town Manager and the Union. If any party wishes to discontinue a previously-agreed upon flexible schedule, that party need only give at least two weeks' prior notice to the other parties of said desire to discontinue the flexible schedule.
- 21.2 Each employee will be notified shortly after the end of every month of their accrued leave time.
- An employee may be away from his/her work station during the workday for coffee break time--fifteen (15) minutes in the morning, and fifteen (15) minutes in the afternoon. Breaks and meal periods shall be approved by the employee's supervisor or Department Head.

For Facilities Maintenance Division Employees working off location, lunch and breaks shall be taken at the work location between April 1 and November 15. The employee shall be permitted to use the town vehicle to conduct personal business within the Town of South Windsor during his/her lunch break. If an employee has to conduct personal business outside of the Town of South Windsor on his/her lunch break and is at an off-site location, said employee may request from the Supervisor to get access to their personal vehicle.

#### ARTICLE XXII TRAVEL

22.0 All travel for business will be reimbursed at the current rates paid by the Town for mileage.

#### ARTICLE XXIII PERSONAL DAY

23.0 Employees covered in this Agreement will be granted five (5) personal days upon hire and each anniversary date thereafter. Unused personal days cannot be carried forward. The employee must notify Department Head/Supervisor 24 hours prior to taking of personal day, except in the case of unexpected circumstances, the notice requirement can be waived by the Department Head or his/her designee.

#### ARTICLE XXIV EARNED DAY

- 24.0 Effective July 1, 2019, employees will no longer earn Earned Days, but can use or be paid out for, any previously earned Earned Days through the first week of December, 2019.
- 24.1 The earned day pay will be computed during the last week of November; and the employee will receive seven and one-half (7-1/2) hours of pay for each unused day earned at the employee's current rate of pay. Payment of same will be made during the first week of December, and will be paid in a separate check.

#### ARTICLE XXV SALARY

- 25.0 Wages to all persons covered by this Agreement shall be paid in weekly installments. Should all unions agree and should it be the desire of the Town, the Town will move to bi-weekly pay. The implementation will take place during a month that has three pay periods.
  - All employees are required to enroll in Direct Deposit and have paperless paychecks.
- 25.1 Job descriptions will be available in Town Manager's Office.
- 25.2 There will be no steps within the pay scale, therefore, anniversary dates for the purpose of wage increases shall be July 1 for all bargaining unit employees.
- 25.3 The grade and pay scale for bargaining unit employees will be as follows:

		New Hire	New Hire
Job Title	Grade	Minimum	Maximum
Receptionist/Clerk	1	30,000	35,000
Administrative Secretary - Human Services Department	2	40,000	50,000
Administrative Secretary - Parks & Recreation Department	2	40,000	50,000
Administrative Secretary - Town Manager's Office	2	40,000	50,000
Customer Service Clerk - Recreation Department	2	40,000	50,000
Administrative Secretary/Contract Compliance Administrator - Refuse	3	45,000	53,000

Land Administrator TG	3	45,000	53,000
Administrative Secretary/Contract Compliance Administrator - TG	3	45,000	53,000
Administrative Secretary/Land Use Coordinator	3	45,000	53,000
Assessment Clerk*	2	45,000	53,000
Collector of Revenue Clerk**	3	CC 6	53,000
Building Department Administrator***	3	45,000	
Police Records Specialist	3	45,000	53,000
Engineering Technician	4	47,000	55,000
Assessment Technician*	4	47,000	55,000
Collector of Revenue Technician**	4	47,000	55,000
Building Department Administrator/Permit Technician***	4	47,000	55,000
	5	50,000	57,000
Accounts Payable Accountant	5	50,000	57,000
Building Maintainer	5	50,000	57,000
Cash Receipts-General Ledger Accountant		55,000	63,000
Deputy Collector of Revenue	6		63,000
Engineering Assistant	6	55,000	
Office Administrator - Police Department	6	55,000	63,000
Senior Building Maintainer	6	55,000	63,000

- Employees shall receive either a 2.25% wage increase or a Market Adjustment (see attached Appendix A), effective and retroactive to July 1, 2022. All bargaining unit employees shall receive a 2.5% wage increase effective July 1, 2023, and a 2.5% wage increase effective July 1, 2024 for all bargaining unit employees.
- 25.5 A 2% increase will be given to the Assessment Clerk upon successful completion of CAAO A.A.T. modules 1A & 1B.

A 2% increase will be given to the Collector of Revenue Clerk upon successful completion of CCMA courses I & II.

The Assessment Clerk will be promoted to Assessment Technician upon successful completion of A.A.T certification and will receive a 2% increase.\*

The Collector of Revenue Clerk will be promoted to Collector of Revenue Technician upon successful completion of CCMC Designation and will receive a 2% increase.\*\*

The Building Department Administrator will be promoted to Building Department Administrator/Permit Technician once ICC Certification is completed and will receive a 2% increase.\*\*\*

The Engineering Assistant is eligible to receive an annual stipend based upon the below schedule for holding and maintaining the NICET Highway Construction Inspection Certification:

Level I - \$750

Level II - \$1,000

Level III - \$1,500

Level IV - \$2,000

#### ARTICLE XXVI SICK LEAVE

- 26.0 Sick leave of 18 days, annually, cumulative to a maximum of 175 days, shall be provided to the employees with full pay. Employees shall be provided 2.59 hours per full week of employment. There will be no sick leave pay-out for employees hired after 7/1/90.
- 26.1 Sick leave may only be used as defined below. Any other use could be cause for disciplinary action in accordance with Article III. An employee may use sick leave at his/her discretion for cases of sickness or disability of the employee, or to meet dental appointments or doctor's appointments. Sick leave may also be used to care for a sick family member for up to five days consecutive. However, other arrangements must be made if the family illness becomes long term unless further sick leave is authorized by the Town Manager. Qualifying leaves under FMLA shall run concurrently with an employee's sick leave.
  - (a) Pregnancy/maternity leave shall be a valid reason for sick leave.
  - (b) A Doctor's note may be required for any absence longer than three (3) consecutive workdays for a family illness and three (3) consecutive workdays for an employee illness.
- Upon retirement or resignation, those employees hired before 7/1/90 shall be entitled to a payout of 25% of the maximum leave of 175 days.
- Medical/Dental Appointments scheduled during working hours should be scheduled during the lunch hour; or as close to the beginning of the workday as possible; or as close to the end of the workday as possible. Should an employee not have enough accrued sick leave available, time used for medical/dental appointments may be made up during an employee's lunch hour providing arrangements have been made with his/her supervisor. All time must be made up during the same week the appointment takes place.

#### ARTICLE XXVII EMPLOYEE GROUP INSURANCE

The Town shall provide, for active employees and their dependents, the following insurance plans or their equivalent with the Town contributing eighty-five (85%) percent of the cost and each employee contributing fifteen (15%) percent of the cost for his her coverage.

All Union employees will participate in the Anthem Blue Cross/Blue Shield – High Deductible Health Savings Account (HSA). The HSA shall have the following deductibles: \$2,000 for individual/\$4,000 for family

The HSA will be funded by the Town as follows:

January 1, 2023 – \$600 Single / \$1200 2-person or family

January 1, 2024 – \$500 Single / \$1000 2-person or family

January 1, 2025 – \$400 Single / \$800 2-person or family

For those employees who are eligible for insurance through the Town but are ineligible to participate in the HSA or commence employment with the Town after February 1 and before December 1, the following plans shall be provided until the employee is eligible to participate in the HSA the following January 1 with the Town contributing eighty percent (80%) of the cost and each employee contributing twenty percent (20%) of the cost for his/her coverage:

Anthem Blue Cross/Blue Shield — Century Preferred – PPO:

The Town shall also continue to offer eligible employees Anthem Dental Benefits with the Town contributing eighty-five percent (85%) of the cost and each employee contributing fifteen percent (15%) of the cost for his/her coverage.

## The following plan changes took effect on 1/1/2020:

For the HDHP & PPO: The Town implemented Prescription Management provisions modeled on the Managed Prescription 2 Program. Employees hired prior to July 1, 2019, that were taking medication affected by this program were grandfathered in.

For the HDHP & PPO: The Town implemented Prior Authorization for selected High Cost Diagnostic Imaging services (elective, non-emergency, non-inpatient).

For the HDHP & PPO: The Town implemented Prior Authorization for PT/OT/ST benefits.

- 27.1 The Town shall provide active employees and their dependents the following insurance plan:
  - Life insurance determined by the annual salary to nearest One Thousand Dollars (\$1,000) of salary. Includes a dismemberment provision. The Town contributes one hundred percent (100%) of the cost.
- Any employee may elect, on a completely voluntary basis, to waive Town-provided health insurance coverage. If a benefit eligible employee is not covered under any Town issued medical or dental insurance, the Town will pay a total of two thousand dollars (\$2,000) which shall be paid in quarterly installments each year that the waiver is enforced.
  - Any employee who, because of changed circumstances, wishes to exercise his/her insurance waiver may do so by notifying the Human Resources Office, in writing.
- 27.3 Members of the bargaining unit, and their eligible dependents who are covered by Town provided medical insurance, shall be encouraged to choose generic drugs unless their physicians indicate, in writing, that non-generic drugs are medically indicated for the particular medical condition. Conditions and claims penalties of the applicable insurer's policy will be in effect.
- Employees who retire from the Town shall be eligible to continue their current health coverage, at group rates, for retirees with 10 or more years of service at the employee's expense. The insurance available to such retiree will be the same as offered to active employees and may be amended from to time.
- 27.5 During any period of authorized leave of absence without pay, the employee may continue the coverage herein at his/her own expense.
- 27.6 The Town shall provide, at no cost to employees, short-term disability insurance:

## ARTICLE XXVIII PENSIONS

An active member in the defined benefit pension plan making member contributions of 4.5% on a pretax basis and who retires at the normal retirement age of 62 will receive a monthly retirement benefit equal to 2% of his/her Final Average Earnings, times his/her credit time. For purposes of the defined benefit plan, the earning to be considered in determining benefits and contributions will be the employee's total base earnings, exclusive of any overtime payments, or other additional compensation.

"Final Average Earnings" means the members average monthly earnings during the last 36 months of employment. Vesting for the defined benefit plan is five (5) years.

The maximum yearly pension benefit, under the defined benefit plan, to which an employee will be entitled, is 50% of the Final Average Earnings.

#### 28.1 Employees hired after July 1, 2013

Those employees hired on or after July 1, 2013, may elect to participate only in the Town's ICMA Defined Contribution 401(a) Pension Plan.

Participants may elect to join the plan on the first day of any month after the start of their employment. Participants shall control the investment options of all funds in the plan.

Each week an enrolled active member in the eligible class shall make a member contribution. The amount of the contribution shall be as follows:

After one year of employment the Town shall contribute 6% and the participant must contribute at least 6% of her/her base earnings each year. The employee has the option of putting in between 6% and IRS maximum allowable contribution. The maximum employee contribution amount will be governed by current IRS regulations. Once an employee elects a contribution percent, as stated in IRS regulations, the employee may not change his/her percent while employed by the Town of South Windsor.

#### Vesting:

Participants shall be vested in the plan on a pro-rated basis as follows:

After completing:

One year of continuous service = 20%
Two years of continuous service = 40%
Three years of continuous service = 60%
Four years of continuous service = 80%
Five years of continuous service = 100%

Participants are always 100% vested for their personal contributions.

#### Normal Retirement Date

Employee has reached age 60

#### 28.2 Pension Buyback

Employees who are active members of the Pension Plan shall have the option to purchase service credit, in yearly increments, up to a maximum of one (1) year of service for which the member was an employee, but did not contribute to the defined benefit plan.

The employees will be offered, with proper notification from the Town, an open window period of three (3) months in which to notify the Town of their intention to buy back said years of service.

The required contribution shall be made within eighteen (18) months from the date of notification from the Town pension plan as to the amount the employee must contribute. The contribution can be made as a one-time lump sum payment or paid on a monthly basis over the eighteen (18) month period. Payment shall be by check made payable to the Town of South Windsor.

# ARTICLE XXIX VACATIONS

- 29.0 The vacation year for each employee shall commence on his or her anniversary date of employment.
- 29.1 Each full-time bargaining unit employee is entitled to:

COMPLETED	YEARS OF

COMPLETED TEAMS OF	2.172	MOUNG DED MEEN
SERVICE	DAYS PER YEAR	HOURS PER WEEK
After 1	10	1.44
2	11	1.57
3	12	1.73
4	13	1.87
5	15	2.16
10	16	2.31
11	17	2.45
12	18	2.59
13	19	2.74
14	20	2.88
15	21	3.03
16	22	3.17
17	23	3.32
18	24	3.46
19	25	3.6

29.2 New employees are entitled to take earned vacation time after SIX (6) months of employment.

Each month, after the first year of service, the employee can use accrued time, plus each week's "earnings" thereafter, as per item 29.1 above. It must be understood that the one day additions from the beginning of the tenth to fifteenth year of service are accrued weekly. The process does not lump one (1) full day of vacation at the beginning of each anniversary year. Tentative vacation schedules will be prepared annually to avoid the disruption of work schedules. All vacation requests should be submitted prior to December 15<sup>th</sup> for the next calendar year's vacation schedule.

When employees choice of vacation dates result in conflict, the more senior employee will be given preference. Any request submitted after the December 15<sup>th</sup> date will be on a first submitted basis. Schedules are subject to the approval of the Town Manager.

After one year of service, vacation time earned in the previous anniversary year must be taken prior to the completion of the second anniversary year. The maximum accumulation allowed is thirty (30) days.

#### 29.4 Terminations

- (a) After thirty (30) weeks, but prior to one (1) year of service, the employee shall be entitled to vacation days accrued to date of termination in municipal service.
- (b) The employee will be credited with the full weekly accrual up to the day of termination.
- 29.5 Vacation days may be taken in half-day increments.

#### ARTICLE XXX HOLIDAYS

30.0 Paid holidays, regardless of the day on which they fall, shall be:

New Year's Day Martin Luther King Day Lincoln's Birthday

Washington's Birthday

Good Friday Memorial Day

Independence Day

Labor Day

Columbus Day Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Juneteenth

- 30.1 Holidays occurring on Saturday will be observed on the preceding Friday. Holidays occurring on Sunday will be observed the following Monday.
- 30.2 In the event that a holiday occurs during the paid vacation of any employee, such holiday shall not be considered a vacation day.
- 30.3 If anyone is required to work while the majority of the bargaining unit has been given the day off with pay due to weather or any other emergency, those individuals required to work will be given the same amount of time off as those employees who were given off. The time off will need to be used within two (2) weeks of the event and must be used all at once. If using the time within the two (2) week time period becomes an inconvenience for the department, by the recommendation of the supervisor and at the discretion of the Town Manager, the two (2) week time period can be extended by another two (2) weeks.
- In the event an employee is delayed or unable to come in by up to one hour due to inclement weather, that time may be made-up during an employee's lunch hour and/or by coming in early or staying late, providing arrangements have been made with his/her supervisor. All lost time must be made up within the pay period in which the weather-related absence occurs.

#### ARTICLE XXXI SENIORITY AND LONGEVITY

- 31.0 The employer shall prepare an annual list of all employees covered under this agreement, showing their length of service at the request of the Union. The seniority list may also be posted on the UPSEU's bulletin board.
- 31.1 An employee shall acquire seniority commencing on the date of his or her employment, by the number of months served.
- 31.2 Seniority shall accrue during authorized leaves of absence.
- 31.3 Seniority shall continue for any employee upon promotion, or transfer, to a new position.
- 31.4 For employees hired prior to July 1, 2019, longevity payments shall be made in accordance with the following schedule:

#### Annual Payment

- After five (5) years of service \$500.00
- After ten (10) years of service \$700.00
- After fifteen (15) years of service: \$1,000.00

These payments shall be made annually, during the pay period in which the employee's anniversary date falls. There shall be no prorating of longevity payments if the employee terminates service prior to his/her anniversary date of hire.

There will be no longevity payments for employees hired after July 1, 2019.

#### ARTICLE XXXII AUTHORIZED LEAVE

- In the event of the death of a current spouse, child, or life partner, a total of ten (10) days of leave shall be granted, with the first five (5) days taken as funeral days and the remaining five (5) days, only if available, taken as sick days, otherwise the days will be unpaid or other accrued leave may be used.
  - Three (3) consecutive days with full pay will be allowed employees in the event of a death in his/her immediate family. Immediate family shall include mother, father, brother, sister, grandmother, grandfather, grandchild, in-laws in the same relationship, and/or any other household member. Additional day(s) off may be granted by the Town Manager.
- 32.1 Up to two (2) days per year may be taken for the observance of religious holidays by members of faiths which call for absence from work on such holidays.
- 32.2 One (1) day with full pay will be allowed for employees:
  - (a) To attend the college graduation of a son, daughter, husband, or wife that is scheduled during a work day.

- (b) To attend or plan the funeral or wake of an aunt, uncle, first cousin, niece or nephew.
- 32.3 In the event of a critical situation, or critical illness, in the immediate family, the employee shall request special leave to be deducted; the granting of leave will be determined by the Town Manager and taken from accrued sick leave or vacation time.
- In the event employees are called to Jury Duty, the Town will pay the difference between Jury pay and the employee's regular salary for a maximum of 30 working days. If additional time is required, there must be a written request to the Town Manager to extend the Jury Duty, which will allow the employee to use vacation time, sick time, personal days or earned days.

#### ARTICLE XXXIII CONTRACT INTERPRETATION

- The Employer and the UPSEU negotiating committee agree to meet, upon request by either party, for the purpose of interpretation, implementation, and administration of this Agreement.
- This Agreement may be altered, or modified, only by mutual agreement of the parties hereto; and neither party shall request or demand any provisions which will, in any manner, abrogate the understanding set forth herein.

#### ARTICLE XXXI SAVINGS CLAUSE

34.0 In the event that any Article, Section, or portion of this Agreement is declared invalid by agreement, statue, or legal process, then such specific Article, Section, or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective. Upon a determination of invalidity, either party shall have the right to initiate negotiation upon that Article, Section, or portion.

#### ARTICLE XXXV REOPENER CLAUSE

35.0 This Agreement may be reopened on any provision, provided that the Town and the UPSEU agree (in writing) to such effect.

#### ARTICLE XXXVI SCOPE OF AGREEMENT

- 36.0 It is understood by both parties to this Agreement that this Agreement is an expression of policies and procedures which will continue the good relations established between the Employer and the UPSEU.
- Any benefits enjoyed by the UPSEU members prior to this Agreement, which have not been superseded by the provisions of this Agreement, shall continue in effect. During the life of this contract, benefits enjoyed by the UPSEU will be identified.

## ARTICLE XXXVII EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

- 37.0 Employees desiring to review their official personnel folder will be permitted to do so by making an appointment, through their immediate supervisor, or with the Town Manager or his/her designee.
- 37.1 The employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the mentioned folders. It is further agreed that the record which has not been disclosed to the employee cannot be used as a basis for disciplinary action.

#### ARTICLE XXXVIII DUES CHECK OFF

38.0 The employer agrees to deduct the Union dues and/or UPSEU fees weekly from the pay of the employees who individually, and in writing, authorize such deductions.

The present deductions provided by the employer shall continue in effect.

The employer shall provide a list of all employees paying dues through payroll deductions.

These deductions shall be sent directly to the UPSEU 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 on a monthly basis-

#### ARTICLE XXXIX UNION BENEFITS

- 39.1 Special leave of absence with pay will be granted under the following conditions to authorized Union Representatives for attendance at conferences, institutes, or seminars sponsored or endorsed by the Union.
  - (a) Written request for such leave shall be submitted by the employee and his/her alternate to his/her Department Head at least five (5) calendar days prior to the first day of such requested leave, and shall be accompanied by evidence satisfactory to the Department Head that the request has been approved by the Union.
  - (b) Not more than an aggregate total of four (4) days of leave from scheduled duty shall be granted annually, with pay under this section.
  - (c) The Department Head may deny a request for a paid leave submitted under this section if, in his/her opinion, the absence from duty of the employee during the period of requested leave would be detrimental to the best interest of the Town, because of operating requirements. Such leave shall not be unreasonably denied. Such leave is for a period of one (1) day, per bargaining unit employee per department.
  - (d) The Department Head, within three (3) calendar days after receiving a request for leave under this section, shall notify the employee, in writing, of the granting or denial of such request. In granting any such request, he/she may require that the employee shall, upon his/her return to duty, show evidence of his/her attendance at the conference, institute, or seminar for which the leave was granted.

- (e) It is recognized that an employee who is granted leave with pay under this section is granted such leave in his/her capacity as a representative of the Union, as distinguished from his/her service as an employee of the Town; and, therefore, it is agreed that during the period of such leave the Town shall have no greater legal or other obligation to such employee absent from duty on authorized leave without pay.
- 2. Members of the Union's negotiating committee shall not suffer any loss in normal shift pay for attendance at negotiation meetings.
- 3. The Grievant, Steward, and Local President shall not suffer any loss in normal shift pay for participation in any grievance and/or labor relations matter.

#### ARTICLE XL UNION SECURITY

- 40.2 Upon receipt of individual written authorization for UPSEU Members, the Town of South Windsor agrees to deduct UPSEU dues, weekly, from earned wages; and remit, promptly, to UPSEU 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 not later than the last day of the following month.
- 40.3 The UPSEU agrees to indemnify and hold harmless the Town for any loss or damages arising from the operation of this Article.

#### ARTICLE XLI DURATION

41.0 The provisions of this Agreement shall be in effect from July 1, 2022; and shall continue in force through June 30, 2025.

#### ARTICLE XLII NEGOTIATIONS OVER A SUCCESSOR AGREEMENT

42.0 Commencing on or about March, 2025, the Town and the South Windsor Town Hall Employees UPSEU Local 424 Unit 65, agree to negotiate over a successor Agreement.

For the TOWN OF SOUTH WINDSOR

Michael Maniscalco, MPA Town Manager

For the UNION

Bernard Drabek

Unit President

Kevin E. Boyle, Jr. UPSEU President

9/9/2Z Date

9/9/22

Date

9/9/22

Date

Reviewed and Approved by UPSEU Local 424 Unit 65 Negotiating Team:

Elizabeth Hilton

Morgan Middleton MW

## APPENDIX A: 2022 Salary Increases

v.		Hourly Rate	Annual Salary		Amount Increase	Percentage Increase
DRABEK	BERNARD J	34.08	66,464.98	ENGINEERING ASSISTANT	\$ 2,556.34	4.00%
GARGANO	CHRISTOPHER R	32.00	62,400.00	SENIOR BUILDING MAINTAINER	\$ 1,760.40	2.90%
HILTON	ELIZABETH V	32.64	63,653.06	OFFICE ADMINISTRATOR PD	\$ 5,000.00	8.52%
COSTA	MICHAEL S	30.00	58,500.00	BUILDING MAINTAINER	\$ 2,596.79	4.65%
PALMBERG	GARY	30.00	58,500.00	BUILDING MAINTAINER	\$ 2,596.36	4.64%
MCCROREY	DARYL	28.21	55,000.00	CASH RECEIPTS GL ACCOUNTANT	\$ 7,407.52	15.56%
		28.21	55,000.00	ACCOUNTS,PAYABLE ACCOUNTANT	\$ 5,871.96	11.95%
DIAZ	ETHER A	27.18	53,000.00	ADMIN SEC CONTRACT COMP REFUSE	\$ 1,278.72	2.47%
SCHACHT	ALEXIS H	27.18	53,000.00	ENGINEERING TECHNICIAN	\$ 6,942.75	15.07%
MIDDLETON	MORGAN A	27.18	53,000.00	BUILDING DEPT ADMINISTRATOR	\$ 6,942.56	15.07%
		25.64	50,000.00	ASSESSMENT CLERK	\$ 9,178.96	22.49%
		25.64	50,000.00	COLLECTOR OF REVENUE CLERK	\$ 9,999.52	25.00%
ANDRULAT	CARLENE	25.64	50,000.00	COLLECTOR OF REVENUE CLERK	\$ 9,546.08	23.60%
O'NEIL	CAITLIN	25.64	50,000.00	ADMIN SEC LAND USE COORDINATOR	\$ 3,942.04	8.56%
MACCHI	KERRY B	23.59	46,000.00	ADMINISTRATIVE SECRETARY REC	\$ 8,675.38	23.24%
O'BRIEN	ELIZABETH	23.59	46,000.00	ADMINISTRATIVE SECRETARY HS	\$ 6,542.59	16.58%
HOSEY	JORDAN	25.64	50,000.00	POLICE RECORDS ASSISTANT	\$ 7,343.68	17.22%
COLLINS	ALEXIS	25.64	50,000.00	POLICE RECORDS ASSISTANT	\$ 7,343.63	17.22%
GIROUX	LISA	23.59	46,000.00	ADMINISTRATIVE SECRETARY TMO	\$ 5,999.52	15.00%
HUOT	JANET	23.60	46,012.79	ADMIN SEC CONTRACT COMP GARAGE	\$ 1,012.51	2.25%
MARGELONY	LEAH	22.05	43,000.00	CUSTOMER SERVICE CLERK REC	\$ 5,675.38	15.21%

#### MEMORANDUM OF UNDERSTANDING

WHEREAS, the Town of South Windsor (hereinafter referred to as "the Town"), and UPSEU Local 424 Unit 65, Municipal Employees (hereinafter referred to as "the Union") do hereby mutually agree that two errors exist in the signed July 1, 2022 through June 30, 2025 Union Contract; and

WHEREAS, the Town and the Union mutually agree that these errors will be corrected and the pages in the signed Union Contract will be replaced so that it is a fully accurate and complete signed copy;

BE IT RESOLVED, that Page 12, Article 21 will be corrected and replaced to reflect the agreed upon occasional hours of the Administrative Secretary – Human Services and that Page 17, Article 28.1 will be corrected and replaced to reflect that the language will remain the same as in the previous contract.

Agreed to and effective this

29

day of September, 2022.

FOR THE TOWN:

Michael Maniscalco Town Manager FOR THE UNION:

Bernard Drabek Vice President

UPSEU Local 424 Unit 65

Masjo Ward

Union Representative

#### MEMORANDUM OF UNDERSTANDING

WHEREAS, the Town of South Windsor (hereinafter referred to as "the Town"), and the Municipal Employees Union, UPSEU, Local 424, Unit 65 (hereinafter referred to as "the Union"), have agreed to modify the work schedule for the members that have offices at the Town Hall or Town Hall Annex; and

WHEREAS, effective Monday, February 6, 2023 the new operating hours for the Town Hall and Town Hall Annex will be as follows:

Monday – 8 am – 7:00 pm Tuesday – 8:00 am to 4:30 pm Wednesday – 8:00 am to 4:30 pm Thursday – 8:00 am to 4:30 pm Friday – 8:00 am to 1:00 pm

NOW THEREFORE, Article XXI Hours of Work will be modified to read:

All employees will work a thirty-seven and one-half (37 ½) hour week, Monday through Friday. Employees working at the Town Hall or Town Hall Annex will work Monday from 8:00 am to 7:00 pm, Tuesday through Thursday from 8:00 am to 4:30 pm, and Friday 8:00 am to 1:00 pm. The Town Garage Administrative Secretary will work from 7:00 am to 3:30 pm. During the months of January and July, the Tax Assistant may work from 8:00 am to 5:00 pm with a one and one-half (1 ½) hour lunch. The Administrative Secretary – Human Services will work the standard hours of 8:00 am to 4:30 pm, but occasionally may be needed to work the schedule of 7:00 am to 3:30 pm or 7:30 am to 4:00 pm. The Police Department Criminal Records Specialist will work from 7:00 am to 3:30 pm and the Police Department Motor Vehicle Records Specialist will work from 8:00 am to 4:30 pm.

Agreed and signed this 12th day of January, 2023.

The Town of South Windsor:

Municipal Employees Union, UPSEU:

By:

Michael Maniscalco

Town Manager

By:

wasjo waru

UPSEU Staff Representative