

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

Town of East Windsor

*and the*



UNITED PUBLIC SERVICE EMPLOYEES UNION

Local 424 - Unit 91

East Windsor Municipal Employees

July 1, 2018 through June 30, 2021

## TABLE OF CONTENTS

PREAMBLE.....	1
AGREEMENT .....	1
ARTICLE 1 - RECOGNITION .....	1
ARTICLE 2 - UNION SECURITY AND UNION DUES OR FEE CHECKOFF .....	1
ARTICLE 3 - NO DISCRIMINATION .....	2
ARTICLE 4 - SENIORITY .....	2
ARTICLE 5 - REGULAR HOURS OF WORK.....	4
ARTICLE 6 - WAGES .....	5
ARTICLE 7 - OVERTIME AND CALL IN.....	5
ARTICLE 8 - INSURANCE .....	6
ARTICLE 9 - SICK LEAVE.....	8
ARTICLE 10 - LEAVES .....	10
ARTICLE 11 - HOLIDAYS.....	11
ARTICLE 12 - VACATION .....	11
ARTICLE 13 - MANAGEMENT RIGHTS.....	12
ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURES.....	13
ARTICLE 15 - UNION BUSINESS LEAVE.....	14
ARTICLE 16 - LONGEVITY .....	14
ARTICLE 17 - MISCELLANEOUS .....	15
ARTICLE 18 - NO STRIKE/NO LOCKOUT .....	16
ARTICLE 19 - PENSION .....	16
ARTICLE 20 - DURATION .....	16
APPENDIX A - WAGES .....	17
APPENDIX B - INSURANCE.....	18
ADDENDUM - CADILLAC TAX .....	19

## PREAMBLE

This Agreement has as its purpose and intent the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the creation of an environment in which the Town and the Union can cooperate to achieve their joint objectives.

## AGREEMENT

THIS AGREEMENT is made by and between the Town of East Windsor, hereinafter referred to as the "Town" or the "Employer," and United Public Service Employees Union hereinafter referred to as the "Union."

## ARTICLE 1 RECOGNITION

Pursuant to Decision No 4798 dated March 13, 2015 the Town recognizes that the United Public Service Employees Union has been selected as the representative for purposes of collective bargaining by the majority of all clerical/municipal employees of the Town of East Windsor, the Town of East Windsor Police Department and the Senior Center working an average of at least twenty (20) hours per week, excluding all seasonal employees as defined in the M.E.R.A., civilian dispatchers of the East Windsor Police Department, the recording secretaries to the Boards and Commissions and the two (2) administrative assistants to the First Selectman, and that said United Public Service Employees Union is the exclusive representative of all said employees for the proposals of collective bargaining with respect to wages, hours and other conditions of employment. Note: Earlier Certification of the CSBLR Decision No. 2608 dated December 31, 1987.

Pursuant to the certification of the Connecticut State Board of Labor Relations Decision No. 2608, dated December 31, 1987, the Town hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment, in accordance with the Municipal Employees Relations Act, as amended, for all employees of the Senior Center working an average of at least twenty (20) hours per week.

## ARTICLE 2 UNION SECURITY AND UNION DUES OR FEE CHECKOFF

### Section A

1. The Town agrees to deduct from the pay of all its employees who authorize in writing such deductions from their wages, such membership dues and service fees, as may be fixed by UPSEU. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to UPSEU to be given sixty (60) days prior to the expiration date of the contract and to take effect upon the termination of the Agreement.
2. All sums deducted shall be remitted to UPSEU each second pay period and shall be accompanied by a record of those from whom deductions have been made with the amounts of such deductions.

### Section B

1. The Union agrees to indemnify and save the Employer harmless against any and all claims,

2. demands, suits or proceedings arising out of or by reason of, any action taken or not taken by the Employer in reliance upon the check-off provisions of this Agreement or on the correctness of any dues deduction authorization furnished by the Union to the Employer. The Employer shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity, and the Union shall promptly defend such suits or proceedings without cost to the Employer and in the event the Union fails to defend such suits or proceedings, the Employer shall undertake such defense and all costs thereof shall be charged to the Union.
3. The Employer shall not make deductions for those periods during which the employee has no earnings or in those periods in which the employee's earnings shall be less than the amount authorized for deduction.

### **ARTICLE 3** **NO DISCRIMINATION**

The Town of East Windsor is an equal opportunity employer in accordance with all Federal and State laws, statutes and regulations.

The policy of the Town and the Union is not to discriminate against any employee due to race, color, sex, age, creed, marital status, political affiliations, gender identity or expression, sexual orientation or union membership.

Residency shall not be a term or condition of employment for any member of this bargaining unit.

### **ARTICLE 4** **SENIORITY**

#### **Section A - SENIORITY**

The Town shall prepare a list of employees in the bargaining unit showing their seniority and length of service with the Town and deliver the same to the Union upon the signing of this Agreement. The Town will furnish the Union with an updated seniority list each year during the month of July. The length of unbroken service of the employee with the Town shall determine the seniority of the employee. Unbroken service for purposes of this contract shall include approved absences and leaves of absence. The principle of seniority within the bargaining unit shall govern and control in all cases, except that Departmental Seniority shall control when there is a reduction in the work force. The Town Hall, the Senior Citizens Center, and the Police Department shall be considered separate units for the purposes of bumping during layoffs. There shall be no inter-unit bumping.

#### **Section B**

The probationary period for all new employees shall be one hundred and twenty (120) days during which time the employee shall have no seniority rights. They shall not be entitled to use vacation time or personal time. Employees may be terminated during the probationary period for any reason and shall have no recourse to the grievance procedures provided for in this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority shall become effective from the date of hire.

#### **Section C - PROMOTIONS**

When an employee is promoted to a higher job level, such a promotion shall be considered conditional until such employee has satisfactorily completed a trial period of forty-five (45) days of work in the position, with a review on or about the thirtieth (30\*) day of work. In the event that the employee does not

successfully complete the trial period, he/she shall be returned to her/his former position.

#### Section D

1. When the Town, or the Police Commission, decides to fill a vacant bargaining unit position, or to create new bargaining unit position, said position shall be posted in the Town Hall, the Senior Center and the Police Department for a period of seven (7) working days. Said posting shall contain the qualifications required to fill the posted position. Interested employees of the bargaining unit shall apply in writing to the First selectman for the position within ten (10) working days after the initial posting of the position.
2. The qualified applicant with the ability to immediately perform the job shall be given the first opportunity to fill a promotional vacancy. If no employee in the department where the vacancy exists applies or qualifies for the vacancy, then the bargaining unit member who applies and is qualified and has the ability to immediately perform the job shall be given the first opportunity to fill the promotional vacancy. If two or more applicants are equally qualified and immediately able to perform the job, the Town, or the Police Commission, shall be guided by seniority. The qualified applicant with the ability to immediately perform the job for the purposes of this section shall be determined by the Town, or the Police Commission, on a case by case basis.
3. Copies of the job posting, a list of the Union members bidding for the job and the name of the person appointed shall be sent to the Union President at the time of appointment.

#### Section E

Seniority Rights shall be lost for the following reasons:

1. Resignation
2. Discharge
3. Retirement
4. Unauthorized absence from work for ten (10) consecutive working days
5. Lay-off in excess of recall rights or loss of recall rights

#### Section F

1. When a reduction in force takes place, new employees without a length of service record and part-time employees shall be laid-off first. If further layoffs take place, employees with the least seniority shall be laid-off first.
2. Whenever an employee is scheduled to be laid-off, including an employee whose position has been eliminated, he/she shall be entitled to replace any employee with less seniority in an equal or lower paid classification for which he/she is qualified, in the opinion of the employer. The employee will receive two weeks' notice of the proposed layoff, and must notify the Town within 72 hours of the position whom he/she chooses to replace, if any. The Town will then determine if the employee who is subject to layoff is qualified for the chosen position.
3. Laid off permanent employees with the most seniority shall be re-hired first to their former position

and/or positions they are qualified for and no new employees shall be hired until all laid-off employees have been given an opportunity to return to work. Refusal to accept recall to their previous position or one they are qualified for will result in termination of employment. It is the responsibility of the employee to maintain their correct mailing address on file with the Town. Notice of a recall opening will be sent by certified mail, return receipt requested, to the most recent address provided by the employee. Failure by the employee to respond by certified mail, return receipt requested, to a recall notice within ten (10) working days will result in termination of employment.

4. Recall rights shall be for eighteen (18) months. Notwithstanding this eighteen (18) month limitation, an employee recalled to a position other than his/her former position shall be given the first opportunity to fill that former position when and if it becomes available.

If an employee is unable to report to work due to a short-term medical condition on the day the opening is to be filled, the Town may elect to extend the deadline or ask that the employee provide documentation from a medical doctor in order to decline the job offer and remain on the recall list.

## **ARTICLE 5**

### **REGULAR HOURS OF WORK**

#### **Section A**

The regular work week for Town Hall employees shall be thirty-five (35) hours per week. Effective 30 days following ratification of the complete agreement, Town Hall employees shall work Monday, Tuesday and Wednesday, 8:30 a.m. through 4:30 p.m., excluding one (1) hour for lunch. On Thursday, Town Hall employees shall work from 8:30 a.m. to 7:00 p.m., excluding one (1) hour for lunch, and including a paid twenty (20) minute evening break. Friday, Town Hall employees shall work from 8:30 a.m. to 1:00 p.m. and the Department of Public Works employees' hours shall be 7:30 a.m. through 3:00 p.m.

#### **Section B**

For full-time Senior Transportation Program Drivers, the work week shall be thirty-five (35) hours per week, Monday through Friday. For the Senior Transportation Program Coordinator, the work week shall be thirty-five (35) hours per week, Monday through Friday. For the Nutrition Site Manager, the work week shall be twenty-five (25) hours per week, Monday through Friday. For all Senior Center employees, the Town may assign flex schedule hours as necessary. All senior center employees receive a paid working one half hour lunch, at their assigned working locations.

#### **Section C**

The regular work week for Police Department employees shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday. The regular work schedule for Police Department employees shall be 8:00 a.m. to 4:00 p.m. to include a working lunch, and two (2) ten (10) minute breaks, one in the morning and one in the afternoon.

#### **Section D**

The current practice of a 15-minute morning coffee break shall be continued.

**ARTICLE 6**  
**WAGES**

**Section A**

1. The wage scale as set forth in Appendix A to this Agreement shall be in effect during the term of this Agreement.
2. Employees shall be paid on alternating Thursdays for work performed during the previous two (2) weeks.

**Section B**

1. For new Town employees, the hire rate for all classifications shall be ten percent (10%) less than the hourly rate in effect for the classification as listed in the hourly rates set forth in Appendix A to this Agreement. After six (6) months of employment, the rate shall be five percent (5%) below the hourly rate in effect for each classification. After one (1) year of employment, the rate shall be the same as the hourly rate listed above for each classification.
2. For Town employees who are promoted or transferred to another position, the rate of pay shall be five (5%) percent less than the hourly rate in effect for the classification as listed, for a period not to exceed six (6) months. In no event, however, shall such rate of pay be less than three (3%) percent above the rate of pay for the employee's previous position.
3. Effective July 1, 2018 - Retroactive 2 % gross wage increase;  
  
Effective July 1, 2019 -2.25% gross wage increase  
  
Effective July 1, 2020 -2.25% gross wage increase.

**Section C**

An employee shall be considered working in a higher classification only when he or she is requested in writing by the First Selectman or his or her designee to substitute for the higher classified employee who is absent from work, and to be responsible for a substantial part of the work of the position in the higher classification. Upon such assignment, the employee will be entitled to a differential of \$1 per hour for a period of up to 30 days. If the assignment continues beyond the 30 days, the employee shall receive a rate of pay equal to the hourly rate in effect for the higher classification.

**ARTICLE 7**  
**OVERTIME AND CALL IN**

**Section A**

Employees, excluding Police Department employees, shall be compensated at time and one-half for all hours actually worked in excess of eight (8) in a regularly scheduled work day (or in excess of ten and one-half (10-1/2) hours on Thursdays when the evening schedule is implemented, or in excess of five and one-half (5-1/2) hours on Fridays during the one-half day schedule), or forty (40) hours in the regularly scheduled work week. Employee(s) requested to work overtime shall be given reasonable notice except in case of emergency. Except in cases of emergency overtime will be strictly voluntary and it is in the

discretion of the employee, except in cases of emergency, to decline the request for overtime at any time without discipline. It is not the intent of this Paragraph, nor the intent of either party to change the current work schedule in the Contract. Employees shall only work overtime when requested to do so or if the requirement of the job requires it and then only with the permission of his/her supervisor.

Police Department employees shall be compensated at time and one-half for all hours actually worked in excess of eight (8) in a regularly scheduled work day or forty (40) hours in a regularly scheduled work week. All other provisions relating to overtime remain the same.

#### Section B

Overtime work assigned on a Sunday shall be compensated at double the employee's regular straight time hourly rate.

#### Section C

Any employee who is called in to work outside of normal working hours, by the Supervisor, because of an emergency or some other unscheduled event shall receive payment at the applicable overtime premium rate for all hours actually worked but in no event less than two (2) hours straight pay. Time worked pursuant to this recall provision shall not be included in calculating any entitlement to overtime.

#### Section D

In lieu of overtime pay, an employee may elect to receive the equivalent compensatory time and may accumulate up to thirty-five (35) hours of such time. Compensatory time must be taken in the same fiscal year earned. The compensatory time earned must be taken in increments of one-half (1/2) hour or more. Use of compensatory time is subject to the prior approval of the employee's Supervisor that will not be unreasonably withheld. Employees who have a balance of compensatory time still available at the end of a fiscal year must make arrangements to use the time or give notice that they wish to be paid the time off at least sixty (60) days prior to the end of each fiscal year.

### ARTICLE 8 INSURANCE

#### Section A

1. In each year of this contract, the Town shall provide to employees who regularly work 30 or more hours per week and eligible dependents the attached health insurance, vision insurance and dental plans or equivalent plans as stated in the attached Appendix B. The Town shall only offer the Union members and police department retirees the CIGNA high deductible health insurance plan or its equivalent; the Preferred Provider option shall not be offered as an option during the life of this Contract.

The CIGNA high deductible health insurance plan has a \$4,000 deductible for the family, and the individual plus one plans. The deductible for the individual plan is \$2,000. The Town shall contribute to each enrolled employee's Health Savings Account 75% of their respective plans' deductible on or about the payroll following July 1st of each year of this contract.

2. Employees shall contribute toward health and dental insurance premiums as follows:

Effective July 1, 2019, the Town will pay 86.50% of the insurance premium, the Union members shall pay



13.50% of the premium effective July 1, 2020, the Town will pay 86% of the insurance premium, Union members shall pay 14% of the premium.

3. Option to waive the medical care insurance coverage:

- a. Any eligible employee may elect to waive the medical care insurance coverage, and in lieu thereof, will receive no more than five thousand dollars (\$5,000.00) in the Contract Year beginning July 1, 2019 and ending June 30, 2020; and no more than four thousand dollars (\$4,000.00) in the Contract Year beginning July 1, 2020 and ending June 30, 2021. Employees who elect to make such a waiver shall notify the Town in writing by July 1 of any year of this agreement that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependent(s) in the insurance plans.

The Town shall make payment to all employees eligible in accordance with the above in the following manner:

- b. One-half in the first pay date in December; and One-half in the first pay date in June.  
Any eligible employee who has notified the Town in accordance with Section 2a above and whose insurance coverage and participation has been canceled, or any eligible employee not now participating in the insurance planes) who had a change of circumstances may apply in writing to the Town to be included in the insurance planes). Upon such request and subject to any regulations, restrictions or waiting periods which may be in effect by the insurance carrier, the eligible employee shall be reinstated.
- c. Any eligible employee who enrolls in the insurance plans in accordance with Section 2a above shall receive pro rata payment for those months during which he/she was not participating in or covered by the insurance plans at no expense to the eligible employee.

Section B

The Town will provide and pay for the cost of additional insurance as shown on Appendix B for eligible employees only.

Section C

The Town has the option of providing hospitalization, medical and dental coverage through another plan and/or insurance carrier provided that advance notice is given to the Union and provided that the substituted coverage provides substantially equivalent or better benefits and services than the coverage then in effect. The Town will not raise the employee premium cost share on medical insurance without an agreement reached during contract negotiations. The Town shall make all reasonable efforts to provide notice to the Union on or before April 15\* of each year of this contract. The Town will make every effort to have its insurance representative meet with the Union to answer any questions that the Union may have during this period.

1. If the Union feels the new coverage is not substantially equivalent to the policy in effect, it must object to the change in writing, during the thirty (30) day period following the notice from the Town.

Section D

Effective from the date of the signing of this Agreement, current employees working less than thirty (30)

hours per week who work an average of 25 or more hours per week ("Part Time Employees") shall be entitled to health insurance provided under this Article with the Town paying seventy-five (75%) percent of the cost of individual coverage only. Any Part Time Employee otherwise eligible for health insurance coverage who is hired after July 1, 2019, shall contribute forty percent (40%) of the health insurance premium for that employee, and the Town shall contribute sixty percent (60%) of such premium. Such employees shall have access to group rates for dependent coverage.

#### Section E

All employee contributions to the cost of insurance made pursuant to the terms of this Article shall be subject to an IRS Section 125 pre-tax arrangement to the extent permitted by law.

#### Section F Retiree Insurance

Retired employees shall be able to purchase the medical care insurance set forth in Section A above at the cost paid by the Town in carrying said insurance, provided such purchase is approved by the insurance carrier, and provided further that said purchase does not create a substantial rate increase as determined by the Board of Selectmen.

#### Section G Dental

The Town shall provide to eligible employees and their eligible dependents a full service dental plan equivalent to the current dental plan including Riders A, B, C and D. Employees shall contribute to the premium cost of the plan by payroll deduction at the same percentage contribution as they contribute toward health insurance premiums, as stated in section A3 above.

### ARTICLE 9 SICK LEAVE

#### Section A

Sick leave is defined as the authorized absence from duty with pay for all of the following reasons:

1. Personal illness of the employee.
2. Incapacity or injury to the employee not arising during the course of employment such that the employee is not eligible for Workers' Compensation.
3. To meet dental or medical appointments, provided that it is not possible to arrange for such dental or medical appointments at a time other than when the employee is to be on duty; not to exceed ten (10) days per year.
4. For illness or physical incapacity in the employee's immediate family, defined as the employee's spouse, children or step children, or parent (meaning biological parent or person who stood in loco parentis to an employee when the employee was a son or daughter), not to exceed ten (10) days per year.
5. Unless said leave qualifies for FMLA, in which case all accrued, unused, paid sick leave shall be utilized contemporaneously as part of the FMLA leave. If no sick leave is available, the FMLA leave shall be unpaid.

## Section B

Employees hired before January 1, 1993 shall earn and accrue one and one quarter (1-1/4) days of sick leave for each month of actual service (fifteen (15) days in any twelve-month period.)

Each sick day shall be paid at one-fifth (1/5) of the hours of a regular work week of such employees.

Sick days may be accumulated up to a maximum of one hundred and sixty (160) working days. Sick Leave may be taken in one (1) hour increments with the employee's supervisor's approval at the employee's discretion. Any employee who is laid off, retires, or voluntarily terminates after ten (10) years of service under the Town pension plan shall receive payment at his/her current salary for one-half (1/2) of all unused sick days up to a maximum of seventy (70) days.

All employees hired on or after January 1, 1993 shall be subject to all of the same provisions except that any employee hired after January 1, 1993 who is laid-off, retires, or voluntarily terminates after ten (10) years of service under the Town Pension Plan shall be entitled to accumulate up to a maximum of one hundred and sixty (160) working days, and shall receive payment at his/her current salary for thirty (30%) percent of all unused sick days up to a maximum of forty-eight (48) days.

All employees hired on or after July 1, 2008 shall be subject to all of the same provisions except that any employee hired after July 1, 2008 who is laid-off, retires, or voluntarily terminates after ten (10) years of service under the Town Pension Plan shall be entitled to accumulate up to a maximum of one hundred and forty (140) working days, and there shall be no payment for sick days unused upon layoff, retirement or voluntary termination.

## Section C

In order to earn sick leave credits in any month of service, an employee must have worked or been on approved vacation or sick leave a minimum of ten (10) working days during the month.

## Section D

A medical certificate acceptable to the employer may be required after three consecutive business days of absence as a condition of authorizing sick leave.

## Section E

Any employee who uses no sick leave in a fiscal year shall be awarded one day off with pay (non-cumulative).

## Section F

Employees of the Senior Center working less than thirty-five (35) hours per week shall be entitled to the leave provided under this Article on a pro-rated basis.

## Section G

If an employee should die while employed by the Town, and the employee is eligible for sick leave payments for unused sick days under Section B above, payment shall be made to the eligible employee's surviving spouse, minor children, or other beneficiaries,

## Section H

An employee may donate sick leave to another employee who is in need due to extended illness, injury or incapacity.

## ARTICLE 10 LEAVES

### Section A - Personal Leave

1. Each employee upon satisfactory completion of the probationary period, shall be credited with six (6) personal days which may be utilized in the first year of employment. Thereafter on the employee's anniversary date of hire, the employee shall be credited with six (6) personal leave days which may be used in the ensuing year. Personal days may not be accumulated from one year to another.
2. Employees shall notify their supervisor(s) of their intent to use personal leave time at least twenty-four (24) hours prior to the time when the leave is to be taken. In emergency or unusual situations, this requirement shall be waived by the employer.
3. Personal leave may be utilized in increments of not less than half days.

### Section B -Jury Duty

Employees who are required to serve jury duty shall be permitted leave with full pay to do so, provided the Town is reimbursed by the employee to the extent compensation is received as a juror, and provided further that the employee shall report to work immediately upon being notified by the court that jury service is no longer required on a given day if such notice is received prior to 12:00 noon that day. Employees must provide the Town's First Selectman with a copy of the jury notification and proof that he/she served on a jury.

### Section C -Bereavement Leave

1. In the event of the death in any employee's immediate family, the Town agrees to grant time off with pay at the employee's normal rate for not more than four (4) scheduled working days up to and including the day of the funeral. "Immediate family" is defined as including mother, father, stepmother, stepfather, grandparents, sister, brother, spouse) or child of an employee, or mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, son-in-law, or daughter-in-law, or legal guardian of employee.
2. Not more than two (2) scheduled working days shall be granted with pay at the employee's normal rate to permit an employee to attend the funeral or memorial service of the employee's aunt, uncle, or other member of employee's household. Not more than one (1) scheduled working day shall be granted at the employee's normal rate to permit an employee to attend the funeral or memorial service of the employee's great aunt, great uncle or cousin.
3. The employer may require acceptable proof of death as a condition for granting leave pursuant to this Article.

#### Section D Pro Rata Leave

Employees working more than nineteen (19) but less than thirty-five (35) hours per week shall be entitled to the leave provided under this Article on a pro-rated basis.

### ARTICLE 11 HOLIDAYS

#### Section A

Employees shall receive the following holidays on these days:

New Year's Day	Columbus Day
Martin Luther King Day President's Day	Veterans Day
Good Friday Memorial Day Independence Day	Thanksgiving Day
One (1) floating holiday	Day after Thanksgiving
Labor Day	Christmas Day

Senior Center employees working less than thirty-five (35) hours per week shall be paid for holidays on a pro-rated basis.

#### Section B

When a holiday occurs, employees shall receive the day off with pay. If employees are required to work on the holiday, they shall be paid double time plus holiday pay for all hours actually worked on the holiday and shall collect normal holiday pay for the remaining hours in the work day not actually worked. All holiday work must be approved in advance by the First Selectman/employer.

#### Section C

To the extent applicable, holidays shall be observed as indicated in the Connecticut General Statutes. When a holiday falls on a Saturday or Sunday, it will be observed on either the Friday before or the Monday after the holiday, as determined by the Town. The Town shall post a list of the dates on which the holidays will be observed for the coming year on or by July 1 of each year.

#### Section D

In order to be eligible for a holiday, an employee must be at work the day before and the day after, or on an approved leave with pay excluding worker's compensation leave, immediately preceding and following the holiday or the day on which it is observed. When any of these holidays shall occur while an employee is out on sick leave, he/she shall be paid for the holiday and no charge to sick leave shall be made for that day. When a holiday occurs while an employee is on vacation, the employee shall be granted an additional vacation day with pay.

### ARTICLE 12 VACATION

#### Section A

Employees shall earn and accrue paid vacation time in accordance with the following schedule:

- a) Date of hire through completion of five (5) years continuous service 5/6th day per month (10 days per year)

- b) Beginning with the sixth (6) year through completion of the tenth (10) year of continuous employment — one and one-quarter (1-1/4) days per month (15 days per year)
- c) Beginning with the eleventh (11) year of continuous employment — 1 2/3 days per month (20 days per year)
- d) Upon completion of the twentieth year each employee shall earn an additional 1 day per year to a maximum of 25 days per year.

#### Section B

The time for taking vacation is subject to final written approval, in advance, by the immediate supervisor. Where more than one employee requests vacation at the same time and only one can be permitted, seniority shall control.

#### Section C

Vacation may be approved in units of one-half (1/2) days or more.

#### Section D

It is the policy of the Town that vacation time shall be taken during the year it is accrued. Vacation/credit may be carried forward from one year to the next provided that no employee may carryover more than fifteen (15) days' vacation. Any remaining vacation days that accrued under prior agreements must be used no later than the expiration of this Agreement, or will be forfeited unless the Town has denied use of vacation time, in such case vacation leave shall then be paid in full rather than forfeited.

#### Section E

Pro-rata accumulated vacation pay shall be granted to an employee in the event of termination of service other than for just cause. Pro-rata accumulated vacation leave shall not be granted to employees who terminate service with the Town during the probationary period.

#### Section F

Employees working more than nineteen (19) but less than thirty-five hours per week shall be entitled to vacation time provided under this Article on a pro-rated basis.

#### Section G

In the event of an employee's death, the employee's estate shall receive full compensation for the employees unused and accumulated vacation leave.

### **ARTICLE 13** **MANAGEMENT RIGHTS**

All rights, powers, authority and functions of the Town formerly exercised by the Town shall remain vested exclusively in the Town except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include, but are not limited to: the full and exclusive control, management and operation of the Town Hall, method of

delivering services, including the right to determine processes, products, equipment and tools to be utilized; the establishment of job classifications and job descriptions; determination of the number and type of jobs; the determination of reasonable standards of work; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; the direction of the work force, including but not limited to, the right to hire, assign, layoff, recall, promote, transfer and discipline for just cause any of its employees; the right to maintain order and efficiency.

## **ARTICLE 14**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

#### **Section A**

The term "grievance" is defined as an alleged violation, misapplication or misinterpretation of any of the specific provisions of this Collective Bargaining Agreement.

#### **Section B**

1. Step 1. An employee who has a grievance shall first discuss the matter informally with the First Selectman or his or her designee, who shall use his or her best efforts to resolve the dispute. The time between the date the employee or the Union knew or should have known of the event giving rise to the grievance and the date of the informal discussion shall not be included in the ten (10) working days for the filing of the grievance as set forth in Step 1A below.

Step 1A. Any employee who has a grievance after first discussing the matter informally with the First Selectman in accordance with Step 1. above shall reduce the grievance to writing and submit it to his/her immediate supervisor and the First Selectman, within ten (10) working days after the date of the Step 1 meeting. The supervisor shall attempt to resolve the matter at this level. The supervisor shall meet with the grievant and/or Union Steward within ten (10) working days of the filing of the grievance and respond in writing within ten (10) working days of such meeting.

2. Step 2. If the employee and/or the Union is dissatisfied with the response at Step 1, a meeting with the First Selectman must be requested within ten (10) working days from receipt of the Step 1 response. Thereafter, the First Selectman or his/her designee shall review the grievance with all concerned parties within ten (10) working days of the request. The First Selectman, or the designee, shall reply to the grievance in writing within ten (10) working days after the date of the conference. Notwithstanding the above, for Police Department clerical employees the term "First Selectman" should read "Police Commission."
3. Step 3. In the event the employee and/or the Union wish to further review the matter, the Union must file a request for arbitration within twenty (20) working days of the date of the Step 2 reply. Said request is to be filed with the Connecticut State Board of Mediation and Arbitration, with a copy to the First Selectman.
4. Step 4. If the Union feels that further review is justified, before submitting the grievance to Step 3, the Union may elect to seek mediation of the Grievance before the Connecticut State Board of Mediation and Arbitration. Written notification to the State Board must be made within twenty (20) working days of receipt of the Step 3 answer.

### Section C

The Arbitrator(s) provided for in Step 3 shall conduct a hearing at which the facts and arguments relating to the grievance shall be heard. The Arbitrator(s) jurisdiction to make an award shall be confined to the interpretation and application of the provisions of this Agreement. The Arbitrator(s) shall not have jurisdiction to make an award which has the effect of adding to, deleting from or modifying in any way the provisions of the Agreement or any written policy in effect at the time of the occurrence. The decision of the Arbitrator(s) shall be final and binding upon both parties, provided it is in accordance with the law.

### Section D

Arbitration fees and expenses shall be paid as required by the State Board of Mediation and Arbitration. Each party shall be responsible for the cost of presenting their respective case.

### Section E

Failure of the employee or Union to appeal the decision on a grievance to the next step within the required time period shall be deemed to be acceptance of the decision at the previous step. If the Town's representative does not respond to a grievance within the next required time period, the grievance may be appealed to the next step. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual written agreement of the parties.

## **ARTICLE 15** **UNION BUSINESS LEAVE**

### Section A

A Union Representative and the grievant(s) shall be afforded the time off with pay to participate in the grievance procedure including mediation and/or arbitration hearings when held during regular scheduled working hours.

### Section B

Two Union Representatives shall be afforded time off with pay to participate in contract negotiations, and one representative for mediation, and/or binding arbitration, or Prohibited Practice hearings.

### Section C

The president and/or his/her designee shall be entitled to one (1) paid union leave day per fiscal year effective upon ratification, and one (1) unpaid union leave day per fiscal year effective July 1, 2016.

## **ARTICLE 16** **LONGEVITY**

### Section A

Longevity payments shall be made on an annual basis on the first pay period subsequent to the employee's anniversary date in the following amounts: For those with between six (6) and ten (10) years of service, an annual payment of \$365.00 per year; for those with between eleven (11) and fifteen (15) years of service, an annual payment of \$545.00 per year; for those with between sixteen (16) and twenty



years of service, an annual payment of \$820.00; and for those with twenty-one (21) or more years of service, an annual payment of \$1,000.00

#### Section B

Employees of the Senior Center working less than thirty-five (35) hours per week shall be entitled to longevity payments on a pro-rated basis.

#### Section C

Employees hired after July 1, 2013 will not be eligible for longevity payments.

### ARTICLE 17 MISCELLANEOUS

#### Section A

No employee shall be disciplined or discharged without just cause. In the case of discipline that involves a suspension from work, personnel records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within twenty-four (24) months. In other cases of discipline, records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within eighteen (18) months.

#### Section B

Employees who become entitled to workers' compensation benefits shall receive the difference between the amount of statutory compensation and their regular net take home pay for a period not to exceed one hundred eighty (180) calendar days for injury, including any recurrence thereof.

#### Section C

Tuition reimbursement (to include costs of books) approved by employee's supervisor shall be provided to each employee enrolled in approved job-related courses including internet/online courses at an accredited institution in an amount not to exceed One Thousand (\$1,000.00) Dollars per semester, as to each course completed with a passing grade.

#### Section D Education Bonus

An employee who obtains a job-related associates degree, master's degree, or job-related certification during the course of employment shall receive a one-time bonus of \$400.00. An employee who obtains a job-related bachelor's degree during the course of employment shall receive a one-time bonus of \$700.00. Said bonus shall not be considered a part of the employee's regular rate of pay.

#### Section E Mileage

Employees required to use their personal vehicle for Town purposes shall be compensated for mileage at the IRS rate.

#### Section F

The Town will provide each employee with an electronic copy of this Agreement, within thirty (30) days

after the date of the signing of this Agreement, new employees will be provided with an electronic copy of this Agreement at the time of hire.

**ARTICLE 18**  
**NO STRIKE/NO LOCKOUT**

**Section A**

It is agreed by and between the parties hereto that there will be no concerted failure to report to work '01' refusal to render services, cessation or interruption of work, slowdown, strike, or lockout during the term of this Agreement or any extension hereto by agreement or operation of law.

**ARTICLE 19**  
**PENSION**

**Section A**

The Pension Plan entered into by and between the town and the Union under the date of January 1, 2018 and amendments and/or restatements thereof shall, except as hereinafter set forth, be continued throughout the term of this Agreement, and employees shall be entitled to such benefits as may be applicable under such plan.

The above referenced Pension Plan is wholly incorporated herein in full force and effect as a part of this collective bargaining agreement.

**Section B**

Employees shall receive a pension statement of benefits annually by September 1 of each year. Section C The parties agree to commence negotiations on a pension reopener on or around January 1, 2017.

**ARTICLE 20**  
**DURATION**

This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect until June 30, 2021. This Agreement is made and remains under the terms of the Municipal Employees Relations Act.

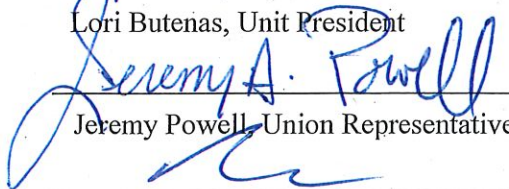
**FOR THE TOWN OF EAST WINDSOR FOR UPSEU LOCAL 424 (Unit 91)**



Robert Maynard, First Selectman



Lori Butenas, Unit President



Jeremy Powell, Union Representative



Kevin E. Boyle, UPSEU President

**APPENDIX A**  
**WAGES**

	Effective 7/1/2018 2%	Effective 7/1/2019 2.25%	Effective 7/1/2020 2.25%
<b>Grade 5A</b>	<b>\$29.80</b>	<b>\$30.47</b>	<b>\$31.16</b>
Social Services Aide			
<b>Grade 5</b>	<b>\$29.29</b>	<b>\$29.95</b>	<b>\$30.62</b>
Recreation Lead			
Assistant Assessor			
Assistant Treasurer – Payables			
Assistant Treasurer – Receivables			
Assistant to Building Official			
Assistant Town Clerk/Registrar of Vital Statistics			
Administrative Assistant, EYPD			
Assistant Tax Collector			
Assistant to Town Planner and Assistant Town Planner			
Senior Center Lead/Program Assistant			
Social Services Clerical/Intake Assistant			
<b>Grade 4</b>	<b>\$28.02</b>	<b>\$28.65</b>	<b>\$29.29</b>
Records Clerk, EYPD			
Senior Center Transportation Coordinator			
Administrative Assistant to the Director of Public Works/Town Engineer			
Treasurer's Aide			
Assessor's Aide			
Financial Accounting Aide			
Program Coordinator/Senior Outreach			
<b>Grade 3</b>	<b>\$25.51</b>	<b>\$26.08</b>	<b>\$26.67</b>
Assessor's Clerk			
Aquatics/Youth Program Supervisor			
<b>Grade 2</b>	<b>\$21.66</b>	<b>\$22.15</b>	<b>\$22.65</b>
Senior Transportation Program Driver			
Senior Transportation Program Driver			
<b>Grade 1</b>	<b>\$18.94</b>	<b>\$19.37</b>	<b>\$19.81</b>
Senior Center Nutrition Site Manager			

## APPENDIX B INSURANCE

### Section 1

Retired employees shall be able to purchase the medical care insurance set forth in Section 1 above to the extent that such insurance remains in effect at the cost paid by the Town in carrying said insurance, provided such purchase is approved by the insurance carrier, and provided further that said purchase does not create a substantial rate increase as determined by the Board of Selectmen.

### Section 2

All employee contributions to the cost of insurance made pursuant to the terms of this Article shall be subject to an IRS Section 125 pre-tax arrangement.

### Section 3

Employees may purchase through payroll deduction and subject to an IRS 125 pre-tax plan where applicable, supplemental insurance coverage such as: long-term care insurance; short-term or long-term disability insurance; or other coverage which may be available through the Town's carriers or other carriers, and upon mutual agreement of the Town and the Union.

### Section 4

Town of East Windsor Group Insurance program

- a) Group Life Insurance in the amount of \$50,000.00 after one (1) year of continuous service from the date of most recent hire.
- b) Weekly indemnity insurance for short term disability at \$100 per week. The weekly indemnity shall commence after all accumulated sick leave is exhausted and be payable for a maximum of thirteen (13) weeks.

### Section 5

Copies of insurance plans will be attached to this Agreement.

# Appendix B



## July 1, 2018 Plan Year High Deductible Health Plan (HDHP) Summary

		Cigna
<b><u>In-Network Benefits:</u></b>		
Deductible (Individual/Family)		\$2,000/\$4,000
Out-of-Pocket Maximum (Individual/Family)		\$2,000/\$4,000
Preventive Care Office Visits/Services		No Charge
PCP Office Visits		No Charge After Deductible
Specialist Office Visits		No Charge After Deductible
Mental Health/Substance Abuse Office Visits		No Charge After Deductible
Inpatient Hospital Admission		No Charge After Deductible
Outpatient Surgery		No Charge After Deductible
Emergency Room		No Charge After Deductible
Urgent Care Services		No Charge After Deductible
Laboratory		No Charge After Deductible
Diagnostic Radiology		No Charge After Deductible
Advanced Radiology Imaging (MRI, MRA, CAT, PET)		No Charge After Deductible
Rehabilitation Services & Chiropractic Care (Combined 50 days max per calendar year)		No Charge After Deductible
Skilled Nursing Facility Care, Rehabilitation Hospital (120 days max per calendar year)		No Charge After Deductible
Home Health Care Services (200 days max per calendar year)		No Charge After Deductible
Hospice		No Charge After Deductible
Durable Medical Equipment (wheelchairs, walkers, hospital beds, crutches, etc.)		No Charge After Deductible
Ambulance (when medically necessary)		No Charge After Deductible
Lifetime Maximum		Unlimited
<b><u>Prescription Drugs (34 Day Supply)</u></b>		
Tier 1 (Generics)		No Charge After Deductible
Tier 2 (Preferred Brand)		No Charge After Deductible
Tier 3 (Non-Preferred Brand)		No Charge After Deductible
<b><u>Prescription Drugs (90 Day Supply - Retail or Mail)</u></b>		
Tier 1 (Generics)		No Charge After Deductible
Tier 2 (Preferred Brand)		No Charge After Deductible
Tier 3 (Non-Preferred Brand)		No Charge After Deductible
Lifetime Maximum		Unlimited
<b><u>Out-Of-Network:</u></b>		
Deductible (Individual/Family)		\$2,000/\$4,000
Member Coinsurance		20% After Deductible
Coinsurance Maximum (Individual/Family)		\$2,000/\$4,000
Out-of-Pocket Maximum (Individual/Family)		\$4,000/\$8,000
Lifetime Maximum		Unlimited

\*This exhibits are for illustrative purposes only. Please consult Cigna Certificate of Coverage for detailed coverage terms and conditions.



**East Windsor Town – Group # 4231**  
**Delta Dental PPO<sup>SM</sup> plus Premier**

*Clerical & Dispatcher #0034, WPCA #0016, Supervisors, Public Works & Unaffiliated #0008*

	<b>Full ABCD</b>
Calendar Year Deductible (Per Person)	None
	<b><u>Plan Pays:</u></b>
Preventive and Diagnostic	100%
Endodontics	100%
Simple Restorations	100%
Simple Extractions	100%
Repair of Dentures	100%
Major Oral Surgery	50%
Crowns and Gold Restorations	50%
Periodontics (\$500 Maximum Per Person Per Year)	50%
Prosthodontics	50%
Orthodontic Benefits (\$600 Lifetime Maximum Per Person)	60%

Dependent children are covered to age 19 (25 if enrolled as a full time student in an accredited school or university)

Delta Dental has two networks available under this plan. The Delta Dental Premier<sup>®</sup> network is the largest of the Delta Dental networks with over 315,000 participating dentist offices nationally (80%+). Delta Dental PPO<sup>SM</sup> is a smaller, but more discounted network with over 234,000 participating dentist offices nationwide. Delta Dental PPO<sup>SM</sup> fees are on average 20% less than Delta Dental Premier<sup>®</sup>.

**You may use any fully licensed dentist under this plan**, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at **deltadentalnj.com** to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental Insurance Company writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.