

7/26/2021

AGREEMENT BETWEEN
TOWN OF EAST WINDSOR
AND
LOCAL 818 OF COUNCIL #4, AFSCME, AFL-CIO
- SUPERVISORS -

July 1, 2021 through June 30, 2024

RECEIVED
Town of East Windsor
Town Clerks Office

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By:


Asst. Town Clerk

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PREAMBLE

This Collective Bargaining Agreement ("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 by and between the TOWN OF EAST WINDSOR, hereinafter referred to as the "Town" or the "Employer", and LOCAL 818 OF CONNECTICUT COUNCIL #4, AFSCME, hereinafter referred to as the "Union".

ARTICLE I **RECOGNITION**

Pursuant to the Certification dated August 18, 1992, 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 Employee Relations Act, as amended, for all supervisory employees of the Town of East Windsor including Assessor, Building Official, Director of Recreation and Community Services, Director of Planning and Community Development/Town Planner, Assistant Planner/Zoning & Wetlands Compliance Official/Economic Development Liaison, Town Clerk, Tax Collector, Supervisor of the Record Division and Public Information, Police Department Support Services, Police Communications & Technology Supervisor and Deputy Director of Public Works.

Pursuant to the Certification of the Connecticut State Board of Labor Relations Decision No. ME-14,879, dated October 28, 1992, 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.

ARTICLE II **UNION SECURITY AND UNION DUES OR FEE CHECKOFF**

Section A

1. Upon receipt of an employee's signed authorization to deduct Union membership dues, the Town agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the Union. Such deductions shall continue unless the employer is notified in writing by the union that the employee is no longer

a member. The Union reserves the right to modify and or replace any such authorization form in accordance with the law and the member's intent. The Town will remit to the Union, amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. This section shall not be subject to the Grievance procedure stated in Article XIV, below, and Employees may not file a grievance for any dispute relating to this section.

2. All sums deducted shall be remitted to Council #4 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, 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 falls to defend such suits or proceedings, the Employer shall undertake such defense and all costs thereof shall be charged to the Union.
2. 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.

Section C

The Town will provide each employee with a copy of this Agreement via email, within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement via email, within thirty (30) days after the date of the signing of this Agreement. Two (2) original copies of the Agreement will be provided to the Union.

Section D

The Town agrees that any employee who voluntarily elects to make a Public Employees Organizing to Promote Legislative Equality (PEOPLE) contribution may do so by payroll deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such

deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III

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, religion, national origin, color, sex, age, creed, marital status, sexual orientation, gender identity or expression, political affiliations, or union membership.

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

ARTICLE IV

SENIORITY

Section A

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 absences. 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. This section shall be read together with Section D for purposes of filling vacancies.

Section B

The probationary period for all new employees shall be six (6) months during which time the employee shall have no seniority rights. The probationary period may be extended at the discretion of the Town with written justification provided to the Union. Any extended probationary period may be up to, but not to exceed six (6) additional months in total. Probationary employees 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

When an employee is promoted to a higher job level, such a promotion shall be considered probationary until such employee has satisfactorily completed a probationary period of sixty (60) calendar days. If the employee does not successfully complete the probationary period, he/she shall be returned to her/his former position.

Section D

1. When the Town decides to fill a vacant bargaining unit position, the Town shall send an email to each of the bargaining unit members with a notice of the vacancy. Said notice shall include the job description for the position. Within seven (7) days after the notice of the position is emailed, interested bargaining unit employees shall apply for the position in writing or by email to the First Selectman.
2. The most qualified applicant with the most seniority in the department where the vacancy exists shall be given the first opportunity to fill a promotional vacancy for which he/she is qualified. If no employee in the department where the vacancy exists applies or qualifies for the vacancy, then the senior bargaining unit member who applies and is qualified shall be given the first opportunity to fill the promotional vacancy. Qualified applicant for purposes of this section shall be determined on a case-by-case basis by the First Selectman, or in the case of police department employees, by the Chief of Police.
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. The Union President shall be given seven (7) days advanced notice of any layoffs of bargaining unit members. Layoffs shall be implemented according to Town need. Laid-off full time employees with the most bargaining unit seniority shall be rehired first. No new employee shall be hired until all laid-off employees have been given the opportunity to return to work into a position in which they are qualified. The above is limited to a one (1) year period from date of layoff.

2. Employees on layoff are required to maintain their current mailing address on file with the Town. Recall letters will be sent by certified mail to the address on file. Refusal by a laid-off employee to accept recall shall result in the loss of any further recall rights. Failure to respond to a recall notice within ten (10) working days from its date will be construed as a refusal to accept recall.

ARTICLE V

REGULAR HOURS OF WORK

The regular work week shall be thirty-five (35) hours per week, Monday through Friday ("Regular Work Week"). The employees shall work Monday, Tuesday, and Wednesday, 8:30 a.m. through 4:30 p.m., excluding one (1) hour for lunch. On Thursday, 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. On Friday, employees shall work from 8:30 a.m. to 1:00 p.m. The current practice of a 15-minute coffee break shall be continued. Notwithstanding the above, the regular work week for the Deputy Director of Public Works shall be forty (40) hours per week.

Employees shall receive compensatory time for scheduled night meetings.

The work week may be flexible within the context of a Regular Work Week, by mutual agreement between the employee and his/her immediate supervisor, or in the case police department employees, by agreement between the employee and the Chief of Police or his/her designee.

ARTICLE VI

WAGES¹

Section A

See attached Wage Schedule

For FY 2021-22, a 1.75% wage increase was negotiated. For 2022-23, a 1.75% wage increase was negotiated. For 2023-2024, a 1.75% wage increase was negotiated.

The First Selectman or his/her designee, or in the case of Police Department employees, the Police Chief or his/her designee, shall meet with representatives of the Collective Bargaining Unit to establish acceptable evaluation standards within the first ninety days of ratification of the contract, and annually thereafter. The agreed-to performance evaluation document which memorializes the acceptable evaluation standards is attached hereto as "Town of East Windsor Performance Evaluation". Effective July 1 of each Fiscal Year, up to an additional 1% wage increase may be applied to that upcoming fiscal year, based on the prior year's results of mutually agreed upon performance goals established at the outset of prior Fiscal Year. The First Selectman or his/her designee, or in the case of police department employees,

the Chief of Police or his/her designee, shall meet semi-annually with each bargaining unit employee to review progression towards annual performance goals.

Section B

When hiring a new supervisor, the Town has the discretion to pay a new employee within a range of 10% less than the salary of the previous incumbent in the position to 5% more than the salary of the previous incumbent commensurate with training, credentials, education and experience of the new employee.

Section C

Commencing with the next pay period after ratification by the parties, wage payments shall be paid on a biweekly basis. Employees shall be paid on alternating Thursdays for work performed during the previous two (2) weeks.

Section D

Employees who have a need to regularly drive as part of his/her normal job duties shall be provided with access to a Town-owned vehicle for official business purposes. Use of a personal car for business purposes must receive prior approval. The employee will be reimbursed for mileage at the current IRS rate in the pay period following the submission of the Town's mileage reimbursement form.

ARTICLE VII **OVERTIME AND CALL IN**

Section A

Employees shall be compensated at time and one-half for all hours actually worked in excess of forty (40) hours in a regularly scheduled work week. Hours worked between thirty-five (35) and forty (40) shall be compensated at straight time and/or compensatory time. Employee(s) requested to work overtime shall be given reasonable notice except in case of emergency or exigent circumstances. All overtime must be pre-approved by the First Selectman or his/her designee. Notwithstanding the above, for police department supervisory employees, overtime must be pre-approved by the Chief of Police or his/her designee.

Section B

Any employee who is called back in to work after completion of a regularly scheduled workday or called into work prior to the beginning of the scheduled workday, shall receive payment at the applicable overtime premium rate for all hours actually worked in no event less than two (2) hours straight time.

Section C

The employer may award either compensatory time or wages at the rate of time and one half for overtime. Compensatory time shall be taken in no less than half-hour (.5) increments, and must be pre-approved by the First Selectman of his/her designee, or in cases of police department supervisory employees, by the Chief of Police or his/her designee.

Section D

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

Section E

Employees may accumulate up to fifteen (15) total days of compensatory time in hourly increments based on the job description in any fiscal year. Employees who have not taken all their accumulated compensatory time within the Fiscal Year shall be paid for such unused time at the rate of the employee's regular base wage. All compensatory time earned and not used by the end of the fiscal year shall be paid out during the first full pay period of the new fiscal year.

ARTICLE VIII **INSURANCE**

Section A

1. The Town shall offer eligible employees (defined for purposes of this Article as persons regularly working thirty-five (35) or more hours per week) and their dependents the following health insurance options:
 - a. The State of Connecticut Partnership 2.0 or any successor plan for any union members; and
 - b. A different plan or plans offering substantially equivalent coverage.
 - 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 negotiations. Once the Union is notified that the Town intends to change insurance plans and/or

carriers, the Union will have fifteen (15) days to examine the new coverage. 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.

2. 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 fifteen (15) day period, with a statement of the reasons for the objection.

If an objection is made by the Union, the Town will not implement a change to the new plan and/or carrier until the parties reach agreement or until an arbitrator has decided that the substitute coverage is substantially equivalent to the current coverage provided herein.

3. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith, or if the parties cannot agree, a request for arbitration shall be submitted forthwith to the American Arbitration Association.

- a. The issue submitted to the arbitrator will be: Is the insurance coverage under the substitute plan and/or carrier's policy substantially equivalent to the insurance coverage under the policy currently in effect?
- b. The arbitrator must render his decision within thirty (30) days. All references herein to days shall mean calendar days. The Town shall pay the full cost charged by the arbitrator and the American Arbitration Association.
- c. The arbitrator will accept revisions to the initial draft of the substitute plan and/or insurance carrier's policy up to and including the final day of any hearing held to compare the current coverage and the proposed substitute coverage.

4. Effective July 1, 2019, bargaining unit employees who wish to receive health insurance through the Town shall participate in the State of Connecticut's Plan 2.0 for health insurance, vision, and its Dental Plan 2.

5. Insurance Premium Contributions

- Employees shall pay 15% of the premium cost for Health, Vision, and Dental insurance and the Town shall pay the remaining 85%.

6. Any eligible employee may elect to waive the medical care insurance coverage, and in lieu thereof, will receive a yearly sum of \$5,000.
 - a. 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: One-half paid in the first pay period in December; and one-half paid in the first pay period in July.
 - b. Any eligible employee whose insurance coverage and participation has been canceled, or any eligible employee not participating in the insurance plan(s), may make written request for reinstatement or enrollment in the plans in accordance with relevant law. Upon such written request and subject to any regulations, restrictions or waiting periods which may be in effect at the time, the eligible employee shall be reinstated in accordance with said regulations, restrictions or waiting periods.
 - c. Any eligible employee who enrolls in the insurance plan(s) in accordance with Section I.a. above shall receive pro rata partial payment of the waiver described in Section I.a. above for those months during which he/she was not participating in or covered by the insurance plan(s).

Section B

The Town will provide and pay for the cost of the following additional insurance for eligible employees:

1. Effective July 1, 2019, employees and their dependents shall participate in the State of Connecticut's Dental Plan 2. Employees shall pay the same premium cost share as health insurance for dental dependent coverage.
2. The Town will provide a life insurance policy to employees within thirty (30) days of hire. The life insurance policy shall provide for a death benefit equivalent to one (1) year base salary or \$50,000 whichever is greater.

Section C

All employee contributions to the cost of insurance made pursuant to the terms of this Article shall be subject to an IRS Section 25 pre-tax arrangement to the extent permitted by law.

Section D

The Pension Plan as negotiated with the Town shall be in effect during the term of this Collective Bargaining Agreement.

ARTICLE IX **SICK LEAVE**

Section A

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

1. Personal illness of the employee.
2. Incapacity or injury to the employee for which the employee is not eligible for Workers' Compensation.
3. To meet dental or medical needs, for the employee or their immediate family, provided that it is not possible to arrange for such dental or medical needs at a time other than when the employee is to be on duty.

Section B

An employee who is laid-off or retires after ten (10) years of service under the Town Pension Plan shall receive payment at his/her current salary for one half (1/2) or fifty (50%) percent of all unused sick days up to a maximum of forty-five (45) days.

Sick days may be accumulated up to a maximum of one hundred and twenty (120) working days. Sick time may be utilized in increments of not less than one (1) hour.

Section C

To earn sick leave credits in any month of service, an employee must have worked or been 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 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-accumulative)

Section F

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

ARTICLE X LEAVES

Section A – Personal Leave

1. Each employee upon satisfactory completion of the probationary period, shall be credited with four (4) 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 four (4) personal leave days which may be used in the ensuing year. Personal days may not be accumulated or carried over from one year to another without written prior approval from the First Selectman.

2. Personal leave may be utilized in increments of not less than one (1) hour with the approval of the employee's immediate supervisor.
3. Request to use personal days must be approved by the employee's immediate supervisor after being submitted in writing forty-eight (48) hours in advance. In emergency situations, this requirement may be waived by the employer. Notwithstanding the above, for police department supervisory employees, personal days must be submitted in writing forty-eight (48) hours in advance to the Chief of Police or his/her designee.

Section B – Jury Duty

Employees who are required to serve jury duty shall be permitted leave with full pay in accordance with state and federal law to do so, provided the Town is reimbursed by the employee to the extent compensation is received as a juror.

Employees must provide the Town with evidence of juror service.

Section C – Bereavement Leave

1. In the event of the death in an 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, step-mother, step-father, sister, brother, spouse or child of an employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild. Employee will be required to provide proof of death if requested by the Town.
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, grandparent, or another member of employee's household.
3. Not more than one (1) scheduled working day 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 great aunt, great uncle, or cousin.

ARTICLE XI HOLIDAYS

Section A

Employees shall receive the following holidays on the days prescribed by state law:

| | |
|---------------------------|------------------------|
| New Year's Day | Memorial Day |
| Martin Luther King Day | President's Day |
| Good Friday | Independence Day |
| 2 (two) Floating Holidays | Christmas |
| Labor Day | |
| Columbus Day | Veterans Day |
| Thanksgiving Day | Day after Thanksgiving |

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 for all hours actually worked on the holiday and shall collect normal pay for the remaining hours in the workday not actually worked. All holiday work must be approved in advance by the First Selectman or immediate supervisor, or in the case of police department employees, by the Chief of Police or his/her designee.

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 July 1 of each year.

Section D

To be eligible for a holiday, an employee must work or be on approved paid leave or vacation, the day immediately preceding and following the day on which the holiday is observed. When any of these holidays shall occur while an employee is out on sick leave, is out of work on workers' compensation leave, he/she shall not be paid wages for that day (however, his/her workers' compensation benefits will apply), 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 XII **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 of continuous service – 5/6th day per month (10 days per year).
- b. Beginning with the sixth (6th) year through completion off the tenth (10th) year of continuous employment – 1-1/2 days per month (18 days per year).
- c. Beginning with the eleventh (11th) year of continuous employment -1-2/3 days per month (20 days per year).
- d. Beginning with the twenty-first (21st) year of service, employees shall earn an additional one (1) day of vacation per year up to a maximum of twenty-five (25) days.

Section B

The time for taking vacation is subject to the final approval by the employee's immediate supervisor. Where more than one employee requests vacation at the same time and only one can be permitted, seniority shall control. Vacation requests must be submitted to the employee's immediate supervisor at least one week in

advance of the requested vacation date. In the case of Police Department employees, vacation time must be approved at least one week in advance of the requested vacation date by the Chief of Police.

Section C

Vacations may be approved in units of one hour or more.

Section D

It is the policy of the Town that vacation time shall be taken during the year it is accrued. Unused vacation time may be carried forward from one year to the next subject to the final approval by the First Selectman or the Chief of Police for police department employees, provided that no employee may carry over more than twenty-five (25) days' vacation at any given time.

Any time in excess of twenty-five (25) days shall be paid out at the end of the fiscal year in the first paycheck of the new fiscal year.

Section E

Accumulated vacation pay shall be granted to an employee in the event of termination of service other than for just cause and upon fifteen (15) working days' written notice in the case of a resignation. Pro rata accumulated vacation leave shall not be granted to employees who terminate service with the Town during the probationary period. Employees shall receive full payment at his/her current salary for all vacation time.

Section F

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

ARTICLE XIII **MANAGEMENT RIGHTS**

All rights, powers, authority, and functions of the Town, including those 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 services, 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 reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; the selection and 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 XIV

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 I - Within ten (10) working days from the date the employee or the Union knows or in the exercise of reasonable diligence should have known of the event giving rise to the grievance the employee or Union shall submit the grievance in writing to his/her immediate supervisor. The grievance must state the facts supporting it and the provision of this Agreement alleged to be violated. The supervisor shall attempt to resolve the matter at this level. In any event, the supervisor shall respond to the grievance in writing within five (5) working days. Notwithstanding the above, for police department supervisory employees, they must submit the grievance in writing to the Chief of Police.
2. Step II - 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 five (5) working days from receipt of the Step I response. Thereafter, the First Selectman or his/her designee shall hold a meeting within seven (7) working days, to review the grievance with all concerned parties. The First Selectman, or the designee shall reply to the grievance in writing within five (5) working days after the date of the conference. Notwithstanding the above, for police department supervisory employees, the Step II meeting should be submitted in writing to the Police Commission.
3. Mediation - If the Union feels that further review is justified, before submitting the grievance to Step III, the Union may elect to seek mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. Written request for mediation to the State Board must be made within twenty (20) days of receipt of the Town's Step II answer.

4. Step III - 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) days of the date of the Step II reply or the conclusion of the unsuccessful mediation if mediation is pursued. Said request is to be filed with the Connecticut State Board of Mediation and Arbitration, with a copy to the First Selectman.

Section C

The Arbitrator(s) provided for in Step III 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, rule, or regulation 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 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 respond to or 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 does not respond to a grievance within the required time period, the grievance may be appealed to the next step.

ARTICLE XV **DISCIPLINARY ACTIONS**

Section A

No employee covered by this Agreement shall be disciplined except for just cause.

Section B

Disciplinary action may include, but not be limited to verbal warnings; written warnings; suspension with or without pay; and discharge.

Section C

In the case of any written warnings, suspension or discharge, the affected employee shall be furnished a written statement that states the reason for such action.

Section D

At the request of the employee, all warning letters shall be removed from the employee's personnel file after the first anniversary of the occasion giving rise to the discipline. The records shall be maintained for three (3) years in a separate supervisory file.

ARTICLE XVI **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

A Union Representative shall be afforded time off with pay to participate in contract negotiations, mediation, fact-finding, and binding arbitration.

ARTICLE XVII **NO STRIKE/NO LOCKOUT**

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

ARTICLE XVIII **TUITION REIMBURSEMENT**

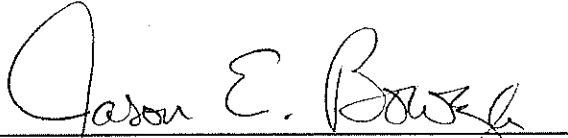
All non-probationary employees are eligible for tuition reimbursement for job related classes and programs. Reimbursement to all eligible employees shall be limited to a maximum of fifty percent of the cost of two classes per semester, not to exceed the rate of courses offered at Central Connecticut State University per employee, subject to prior written approval by the First Selectman, and proof of a grade no less than "C" or a "Pass" if no grade is given.

Any tuition expenses reimbursed by the Town must be for courses directly related to the employee's job duties or assignments. In the event that an employee leaves Town service within five (5) years of completing their coursework, the employee must pay back the Town the full amount of the tuition costs for which the Town reimbursed the employee.


ARTICLE XIX
DURATION

This Agreement shall be effective from July 1, 2021 and shall remain in full force and effect until June 30, 2024. However, except as expressly provided in this Agreement, the terms of this Agreement are only applicable beginning from the date of ratification.

IN WITNESS WHEREOF, the parties have set their hands this 26th day of July 2021.



FOR THE TOWN OF EAST WINDSOR
Its First Selectman



FOR LOCAL 818 OF COUNCIL #4
Its President

Wage Schedule

| Title | FY21/22 (1.75%) |
|---|-----------------|
| Building Official | \$48.21 |
| Director of Planning and Development | \$50.97 |
| Director of Recreation and Community Services | \$56.71 |
| Assessor | \$46.36 |
| Town Clerk | \$38.82 |
| Tax Collector | \$39.15 |
| Assistant Town Planner | \$34.62 |
| Supervisor of Records Division and Public Information | \$35.99 |
| Deputy Director of Public Works | \$45.67 |
| Police Communications and Technology Supervisor | \$42.79 |

| Title | FY22/23 min (1.75%) | FY22/23 potential merit increase (per hour) |
|---|---------------------|---|
| Building Official | \$49.05 | \$0-\$1.33 |
| Director of Planning and Development | \$51.86 | \$0-\$1.40 |
| Director of Recreation and Community Services | \$57.70 | \$0-\$1.58 |
| Assessor | \$47.17 | \$0-\$1.27 |
| Town Clerk | \$39.50 | \$0-\$1.07 |
| Tax Collector | \$39.84 | \$0-\$1.08 |
| Assistant Town Planner | \$35.23 | \$0-\$0.95 |
| Supervisor of Records Division and Public Information | \$36.62 | \$0-\$0.99 |
| Deputy Director of Public Works | \$46.47 | \$0-\$1.24 |
| Police Communications and Technology Supervisor | \$43.54 | \$0-\$1.18 |

| Title | FY23/24 min (1.75%) | FY23/24 potential merit increase (per hour) |
|---|---------------------|---|
| Building Official | \$49.91 | \$0-\$1.39 |
| Director of Planning and Development | \$52.77 | \$0-\$1.46 |
| Director of Recreation and Community Services | \$58.71 | \$0-\$1.66 |
| Assessor | \$48.00 | \$0-\$1.33 |
| Town Clerk | \$40.19 | \$0-\$1.12 |
| Tax Collector | \$40.53 | \$0-\$1.13 |
| Assistant Town Planner | \$35.84 | \$0-\$0.99 |
| Supervisor of Records Division and Public Information | \$37.26 | \$0-\$1.03 |
| Deputy Director of Public Works | \$47.28 | \$0-\$1.29 |
| Police Communications and Technology Supervisor | \$44.30 | \$0-\$1.23 |