

AGREEMENT

by and between the

Town of East Windsor

and

Local 1303-166 of Connecticut Council #4, AFSCME, AFL-CIO

Public Works

07-01-2023 to 06-30-2026

RECEIVED

Town of East Windsor
Town Clerks Office

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By:


Asst. Town Clerk

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THIS AGREEMENT by and between the **Town of East Windsor** (hereinafter referred to as the "Town" or the "Employer"), and the Town's Public Works, **Local 1303-166 of Connecticut Council #4, AFSCME, AFL-CIO** (hereinafter referred to as the "Union").

ARTICLE I **RECOGNITION**

Section 1

Pursuant to the certification of the Connecticut State Board of Labor Relations dated May 22, 1981, the Town hereby recognizes the Union as the exclusive representative of all non-supervisory and non-clerical Department of Public Works employees 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, excluding part-time employees of less than 30 hours per week and seasonal employees.

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

Section 1

The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union.

Section 2

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary fees, the Employer agrees to deduct on the thirty-first (31st) day of employment 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 Council 4, that the employee is no longer a member. The total deductions shall be mailed or electronically delivered to Council 4 on a biweekly or monthly basis not later than twenty (20) days after the end of the preceding month during which deductions were made. The Union reserves the right to modify and/or replace the deduction authorization form.

Section 3

The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceeding by any employee arising from deductions made by the Employer hereunder. Once the funds collected by the Employer hereunder are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Union, and the Employer shall have no further obligation, financial or otherwise, under Section 2 of this Article. The Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

Section 4

The Employer will submit information on current employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by

the bargaining unit: last name, first name, middle initial, hire date, rate of pay, total hours worked in the reporting period, dues paid, employment status, job hours, employee ID, job title, shift, worksite, home address, cell phone, work email, and home email.

Section 5

The Union agrees to hold the Town harmless from any claims arising as a result of any deduction made pursuant to this subsection.

Section 6

The employees shall have the use of the Highway Garage for their Local Union meetings.

ARTICLE III
NO DISCRIMINATION

Section 1

The policy of the Town and the Union is not to discriminate against any employee due to race, color, religion, national origin, sex, age, creed, sexual orientation, gender identity or expression, sexual orientation, disability, marital status, ethnicity, political affiliations, or union membership, or for any other reason set forth by law.

Section 2

Neither the Union nor any of its representatives shall intimidate or coerce employees nor will it solicit members or conduct any union activities during working hours other than collective bargaining and handling of grievances as provided in this Agreement.

ARTICLE IV
SENIORITY

Section 1

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. For purposes of layoff and recall pursuant to the Collective Bargaining Agreement, seniority is defined as continuous service of the employee in the Town's Department of Public Works, from the most recent date of hire. For all other purposes, seniority is defined as continuous service as a Town employee, from the most recent date of hire. The Town will furnish the Union with an updated seniority list each year during the month of July.

Section 2

The probationary period for all new employees shall be one hundred eighty (180) calendar days during which time the employee shall have no seniority rights. Employees may be terminated during the probationary period for any reason, and shall have no recourse to the grievance procedure provided for in this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority shall become effective from the date of hire. An employee's probationary period may be extended by mutual agreement of the Town and the Union.

Section 3

An employee shall lose all seniority rights upon the occurrence of any of the following:

- a) Resignation or quit.
- b) Discharge for just cause.

- c) Failure to observe the terms of a leave of absence, provided said terms have been communicated to the employee in writing at or prior to the time the leave was granted.
- d) Unauthorized absence from work for three (3) consecutive working days.
- e) Retirement.
- f) Layoff in excess of two (2) years, or loss of recall rights pursuant to Article VI.

ARTICLE V **MANAGEMENT RIGHTS**

Section 1

All rights, powers, authority and functions of the Town formerly exercised or exercisable 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 Department of Public Works, the determination of the scope of the Department's activities; 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 VI **REDUCTION IN WORK FORCE**

Section 1

The determination to reduce the size of the work force shall be solely in the Town's discretion. When the Town decides it is necessary to make such reductions, the following procedures shall be followed:

- a) Employees with least seniority within the classification in which reductions are to be made shall be laid off first.
- b) Employees to be laid off in one classification shall have the right to displace a less senior employee in a lower classification, provided that the employee has demonstrated ability to perform the job requirements of said lower classification without the need of any training.
- c) Laid off employees with the most seniority shall be recalled first, provided they have demonstrated ability to perform the job requirements of the position being filled.
- d) Employees on layoff shall retain recall rights for a period of two (2) years from the date of layoff. During the two (2) year period, no new employee shall be hired until all employees have been given the opportunity to return to work in accordance with Section 1.c.
- e) Employees to be laid off shall be given at least two (2) weeks advance notice. The Union will be notified simultaneously.

- f) An employee may choose a layoff rather than placement in a lower classification pursuant to (b) above. Employees choosing to displace an employee in a lower classification pursuant to (b) above, shall receive the same rate of pay as was received by the displaced employee.
- g) 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 to a position in comparable classification from which originally laid off shall result in the loss of 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 VII
REGULAR HOURS OF WORK

Section 1

The regular work week shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday. The workday shall be from 7:00 a.m. to 3:30 p.m., including the one-half (½) hour unpaid lunch period.

For the period of May 15th through September 15th hours of work may be 6:00 a.m. to 2:30 p.m., at the discretion of the Director of Public Works, including one-half (1/2) hour unpaid lunch period.

Section 2

Each employee shall receive one (1) paid mid-morning fifteen (15) minute break per day, including any travel time. Such break shall be taken on the job site.

Section 3

Employees may flex their regular workday, on a case-by-case basis and with the prior approval from the Director of Public Works. Flexible working time means that, with prior Director approval, an employee may choose to shift his/her schedule by starting the day later or leaving earlier, or working through a break or meal time, however, the total of the daily working hours doesn't change. An employee may not grieve the denial of a request to flex his/her daily work schedule.

ARTICLE VIII
OVERTIME AND CALL-IN PAY

Section 1

Employees shall be compensated at time and one-half their regular straight time pay for all hours worked in excess of eight (8) hours in a regularly scheduled work day or forty (40) hours in the regularly scheduled work week.

Section 2

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

Section 3

Any employee who is called back into work after completion of a regularly scheduled work day, or who is called in to perform unscheduled overtime on a day other than a regularly scheduled work day, shall receive payment at the applicable overtime premium rate for all hours worked

but, with the exception of work performed opening and closing the parks, in no event less than three (3) hours at time-and-one-half and at double time on Sundays and holidays, with a four (4) hour minimum on Sundays and holidays. Time worked pursuant to this recall provision shall not be included in calculating any entitlement to overtime.

Section 4

- a) Overtime work shall be distributed equally among eligible full-time employees within the classification for which overtime is required.
- b) The Town shall maintain a list to insure equitable rotation of overtime. Individuals will be charged with having worked overtime for equalization purposes, whether or not the assignment is accepted, unless the individual is on vacation or sick leave when the overtime work becomes available. Regardless of the equalization requirements herein, any individual may be recognized to work overtime in emergency situations.

Section 5

- a) Compensatory time in lieu of overtime payment may be utilized by members of the bargaining group.
- b) Compensatory time shall be equal to overtime payment such as: one (1) hour overtime at time and one-half shall equal one and one-half (1 ½) hours of compensatory time, or one (1) hour at double time shall equal two (2) hours of compensatory time.
- c) Members may utilize any overtime hours worked in a combination of paid hours and compensatory time such as: ten (10) hours overtime worked at time and one-half may be recorded as five (5) hours to be paid (at 7.5 hour straight time wages), and seven and one-half (7.5) hours as compensatory time, for a total of fifteen (15) hours at straight time.
- d) It is the responsibility of the employee to record on the appropriate timesheet any such delegation of compensatory time as noted above, and the employee is encouraged to keep a copy of such a timesheet.
- e) Employees may accumulate up to a maximum of forty (40) hours compensatory time which must be used within one (1) year of when it was earned.
- f) Compensatory time may only be used at times that are pre-approved by the Director of Public Works or the Deputy Director in the Director's absence, and with advance notice of not less than three (3) days to the applicable supervisor. Any request to utilize compensatory time shall not be unreasonably denied.

ARTICLE IX **BEREAVEMENT**

Section 1

In the event of 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 three (3) scheduled working days including the day of the funeral. "Immediate family" is defined as including fiancé, domestic partner, parent, step parent, sibling, stepsibling, spouse, child, stepchild, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law.

Section 2

The First Selectman may require reasonable documentation of the death and the relationship i.e., an obituary. If the documentation is not provided within a reasonable period of time, then the time off will be charged to vacation or personal leave as appropriate.

Section 3

An employee may request time off without pay for attendance at a funeral not otherwise covered by the provisions of this Article. Such request may be granted in the Employer's discretion. The Employer may require reasonable proof of death.

ARTICLE X **SICK LEAVE**

Section 1

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

- a) Personal illness of the employee;
- b) Incapacity or injury to the employee not arising during the course of employment such that the employee is not eligible for Workers' Compensation.
- c) care for a sick member of the employee's immediate family. "Immediate family" is defined as including parent, step parent, sibling, stepsibling, spouse, domestic partner, child, stepchild, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law..
- d) To attend regularly scheduled medical appointments. For the purposes of this provision only, sick time may be scheduled in advance and utilized in increments of 1 hour or more.

Section 2

Employees shall earn and accrue one and one quarter (1¼) days of sick leave for each month of actual service. (Fifteen (15) days in any twelve (12) month period.) Sick days may be accumulated up to a maximum of one hundred sixty (160) days. Notwithstanding this one hundred sixty (160) day maximum, once an employee accrues one hundred sixty (160) days sick leave to their credit, then the sick leave earned in each subsequent twelve (12) month period shall be currently available for use during said twelve (12) month period in which it is earned.

Section 3

In order to earn sick leave credits in any month of service, an employee must have actually worked or been on approved vacation, military, or sick leave or workers' compensation a minimum of twenty (20) working days during the month.

Section 4

A medical certificate acceptable to the Employer may be required under the following circumstances:

- 1) For any sick leave absence of three (3) consecutive working days, or more or if the employer reasonably believes that the employee is abusing this sick leave policy;
- 2) For frequent or habitual absence or when there is reasonable cause for requiring such certificate.

Section 5

Upon death, retirement, layoff or voluntary termination after ten (10) years of service under the Town Pension Plan, payment of current wages shall be made to the employee or his beneficiary of unused sick leave according to the following schedule:

Twenty-five percent (25%) payment on accrued sick days up to and including one hundred sixty (160) days (forty (40) days maximum).

Section 6

Any employee who uses no sick leave in a fiscal year shall be awarded two (2) days off with pay, non-cumulative, in the following fiscal year.

ARTICLE XI
VACATION

Section 1

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

- a) Date of hire through completion of five (5) years continuous employment. 10 days per year
- b) Beginning with the sixth (6th) year through completion of the tenth (10th) year of continuous employment. 15 days per year
- c) Beginning with the eleventh (11th) year of continuous employment. 20 days per year
- d) Beginning the twentieth (20th) of continuous employment. 25 days per year

Section 2

The time for taking vacations must be approved by the Director of Public Works with at least one week advanced notice for vacations of one week or more in duration. Only one employee may be on vacation at any given time during the winter season (November 1st to April 1st) for one-week maximum. Where more than one-employee is approved for vacations at the same time, only one employee at a time can be unavailable for Standby call-in circumstances. In cases where more than one employee requests vacation time and would be unavailable for Standby call-in, seniority shall control.

Section 3

Vacations may be approved in one-half (1/2)-day units or more. In order to earn vacation credits in any month of service, an employee must have actually worked or been on approved vacation, military, or sick leave or receiving workers' compensation for a minimum of twenty (20) working days during the month.

Section 4

Upon written notification to the First Selectman, unused vacation time may be accumulated. In any event, no more than 25 days may be carried over.

ARTICLE XII
OTHER LEAVE TIME

Section 1

Each employee, upon satisfactory completion of the probationary period, shall be credited with four (4) personal leave 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 from one year to another.

Section 2

Request to use personal days must be made to the Employer in writing at least three (3) days in advance. In emergency situations, this requirement shall be waived by the Employer.

Section 3

Personal leave may be utilized in increments of not less than Town agrees to 1 hour increments.

Section 4

Jury Duty. Employees who are required to serve jury duty shall be permitted to 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 that the day immediately after the last day of jury service.

ARTICLE XIII
HOLIDAYS

Section 1

Employee shall receive the following holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
Labor Day	Christmas	Juneteenth
President's Day	Columbus Day	
Good Friday	Veteran's Day	

Section 2

Normally, when a holiday occurs, employees shall receive the day off with pay. Employees who are required to work on the holiday shall be paid double time for all hours actually worked on the holiday.

Section 3

To the extent applicable, holidays shall be observed as indicated in the Connecticut General Statutes. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

Section 4

In order to be eligible for a holiday, unless otherwise approved by the Director of Public Works or his designee, an employee must be at work or on vacation or other approved paid leave with pay the day immediately preceding and following the day on which the holiday is observed.

For purposes of this Section, Workers' Compensation is considered to be leave with pay only so long as the employee is receiving the differential between statutory compensation and full pay as provided for in this Agreement.

ARTICLE XIV PENSIONS

Section 1

The Pension Plan shall be continued and employees shall be entitled to such benefits as may be applicable under such. The Pension negotiations may reopen July 1, 2026.

Section 2

The Pension benefits for the eligible employees are as stated in the Town's current Pension Plan (for the general terms) and Appendix F to the Plan for the terms applicable to this bargaining unit.

[Appendix F will reflect Pension is changing to 4.5% Employee contribution for the Defined Benefit portion of the Hybrid Plan participants and 5% Employee contribution for the Defined Contribution portion of the plan and the Town contribution for the Defined Contribution portion of the plan is increasing to 4.25% and vesting in both portions is changing to 5 years.]

ARTICLE XV INSURANCE

Section 1

a). Medical benefits are as stated in the attached Appendix B. Effective July 1, 2020, the State of Connecticut Insurance Partnership 2.0 shall be the insurance plan for the Union members. The Town may offer the Union members and retirees an insurance plan substantially equivalent to this plan. If the current health plan is terminated by the provider, then the Town reserves the right to return to an insurance plan substantially equivalent to the High Deductible Health Plan with Health Savings Account as provided for in the Collective Bargaining Agreement in place prior to this Agreement. b) Employees shall contribute toward health and dental insurance premiums each year of this contract as follows:

Effective July 1, 2023, the Town will pay 85% of the insurance premium, Union members shall pay 15% of the premium.

Effective July 1, 2024, the Town shall pay 85% of the cost of the insurance premiums, the Union members shall pay 15% of the premium.

Effective July 1, 2025, the Town shall pay 85% of the cost of the insurance premiums, the Union members shall pay 15% of the premium.

Section 2

Up to age 65, retired employees shall be able to purchase the medical care insurance set forth in Section 1 above at the cost paid by the Town in carrying said insurance (including all administrative fees charged to the Town, not to exceed 2%), 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 3

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 4

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 5

- a) Any eligible employee may elect to waive the medical care insurance coverage, and in lieu thereof, will receive a yearly sum of \$5000. 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 on the first pay date in December; and
One-half on the first pay date in June.

- b) Any eligible employee who has notified the Town in accordance with Section 5a above and whose insurance coverage and participation has been canceled, or any eligible employee not now participating in the insurance plan(s) who had a change of circumstances may apply in writing to the Town to be included in the insurance plan(s). 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 plan(s) in accordance with Section 1 shall receive pro rata payment for those months during which he/she was not participating in or covered by the insurance plan(s) at no expense to the eligible employee.

Section 6

The Town will provide following additional health insurance for eligible employees only:

- 1) The Town shall provide for eligible employees dental insurance (See Appendix C for detail of the plan), or an equivalent plan. The Town shall pay ninety-three (93) percent of the total premium cost of the coverage. The Town shall also allow the employee to choose dependent coverage with the employee being responsible for fifty (50%) percent of the cost of such additional premiums.
- b) Group Life Insurance in the amount of Seventy-Five thousand (\$75,000.00) Dollars after one (1) year of continuous service from the date of most recent hire.

ARTICLE XVI
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

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

Section 2

Step I. Within ten (10) 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 and/or Union Steward shall present the grievance in writing to the immediate supervisor, on a form agreed to by the parties. The supervisor shall attempt to resolve the matter at this level. In any event, the supervisor shall respond to the grievance in writing within three (3) working days.

Step II. If the employee and/or the Union are dissatisfied with the response at Step I, 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 schedule a meeting within five (5) 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.

Step III. The Union may elect to seek mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. This request shall be made in writing and submitted to the Board, with a copy to the First Selectman, not later than twenty (20) working days after the Step II reply.

Step IV. If the Union seeks arbitration of the grievance, it shall have twenty (20) working days from receipt of the Step II reply or the mediation meeting, as the case may be. This request is to be filed with the Connecticut State Board of Mediation and Arbitration, with a copy to the First Selectman.

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 its respective case.

Section 3

The arbitrator(s) provided for in Step IV 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 limited by the submission and 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 amending, altering, enlarging or ignoring the provisions of the Agreement 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 4

The foregoing provision for State arbitration notwithstanding, the Town reserves the right to have the grievance at Step IV submitted to the American Arbitration Association within thirty (30) days of the decision at the prior step with the Town paying the full costs of the AAA proceedings.

Section 5

In the event a reply to a grievance is not forthcoming within the allotted time, and the parties cannot agree to an extension of such time, the matter may be pursued to the next level.

ARTICLE XVII
DISCIPLINE

Discipline shall be administered for just cause and generally in accordance with the principles of progressive discipline when appropriate. Disciplinary action may include, but is not limited to, the following:

- a. verbal warning
- b. written warning
- c. suspension without pay
- d. discharge

Depending upon the severity of the misconduct or performance deficiency, progressive discipline may not be applicable. Serious misconduct, arrest or indictment for a crime may result in immediate suspension without pay subject to a subsequent hearing.

ARTICLE XVIII
NO STRIKE/NO LOCKOUT

Section 1

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, slowdown, strike or lockout during the term of this Agreement or any extension hereof by agreement or operation of law.

ARTICLE XIX
PROMOTIONAL PROCEDURE

Section 1

When the Town decides to fill vacant bargaining unit positions, announcement of said vacancies together with a statement of the qualifications required shall be disseminated electronically to all employees who have provided valid and up-to-date email addresses to the Town and conspicuously posted for not less than ten (10) days prior to filling. Interested employees who believe they are qualified may apply for the opening.

Section 2

When the Town decides to fill a promotional level position within the bargaining unit, it will first consider qualified bargaining unit employees. The determination as to whether an employee is qualified is solely up to management. Applicants will be evaluated on the basis of their background, prior work history and overall qualifications for the job in question. If it is determined that two bargaining unit employees possess relatively equal qualifications, then the senior employee shall be given the position, subject to a ninety (90) day probationary period. Any employee promoted pursuant to this procedure who does not satisfactorily complete the ninety (90) day probationary period shall be restored to his/her former position.

Section 3

An employee selected to fill a vacant position in a higher classification shall receive the rate of pay of that classification upon the successful completion of the ninety (90) days probationary period.

ARTICLE XX
MISCELLANEOUS WORKING CONDITIONS

Section 1

An employee who is assigned to work at a higher rated classification shall be paid the rate of the higher classification provided the employee performs the higher rate job for at least six (6) hours on the day in question, and he will be paid the higher rate only for those hours worked at that level. This does not in any way amend any of the provisions of Article IV Sec. 2 and XIX Sec. 2 regarding a one hundred eighty (180) day probationary period.

Section 2

A copy of any written rules and/or directives prepared by the Town concerning employees will be furnished to the Union at the time of issuance.

Section 3

The Town will provide eleven (11) uniforms with an optional cleaning service for same (cleaning to be done only after the employee's request), at no cost to the employees.

Section 4

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 per injury, including any recurrence thereof.

Section 5

The Town and the Union shall cooperate fully to enforce safety rules and regulations. Employees will be provided with safety gear and equipment as required by law, and one (1) set of rain gear per employee which shall be replaced as necessary. Employees will be reimbursed up to \$250.00 per year upon presentation of receipts identifying monies paid for the purchase of safety shoes.

Section 6

Employees shall be paid on alternating Thursdays for work performed during the previous (2) weeks.

Section 7

Each bargaining unit employee shall have and maintain throughout employment, a CDL endorsement on their motor vehicle operator's license. Employees who utilize the physician previously selected by the Town to perform physical examinations required by the DOT for such endorsements shall have such examinations paid for by the Town annually. Any employee required to have and maintain a CDL-A endorsement on their motor vehicle operator's license for the performance of their job will receive an annual lump sum payment of two hundred fifty (\$250) dollars as an expense reimbursement for the cost of the certification and licensing for the CDL-A endorsement for as long as they maintain the endorsement. If the endorsement is not maintained for any reason the employee must inform the Town Treasurer immediately. Said payment shall not be a wage and shall not be included in pension as it is an expense reimbursement. An IRS Form 1099 MISC may issue for the payment.

ARTICLE XXI
WAGES

Section 1

Wage increases shall be as follows: July 1, 2023 -3.0%
July 1, 2024 -2.75%
July 1, 2025 -3.0%

Hourly Rates (see Attachment A)

Section 2

The position of Crew Chief shall be paid 3.75% more than the Maintainer Mechanic. The position of the Working Foreman shall be paid seven and one-half (7.5%) percent per hour more than the Maintainer Mechanic. The position of Maintainer Mechanic to be paid 2.0% more than Maintainer 1. The position of Equipment Operator to be paid 1.0% more than Maintainer 1.

Section 3

New employees shall be hired at Maintainer II level, Maintainer/Facilities II or Maintainer Parks & Grounds II at the "first six (6) months rate" (see Attachment A), increased to the "after six (6) months rates" with successful job performance after the first 6 months. At the discretion of the Director of Public Works, but no later than at the end of two (2) years from original date of hire, the employee may be promoted to a Maintainer I, Maintainer/Facilities I or Maintainer Parks & Grounds I, respectively, at the then current contract rates in effect as of the date of the promotion, subject to satisfactory performance as determined by the First Selectman.

ARTICLE XXII
DURATION

Section 1

This Agreement shall be effective from July 1, 2023 and shall remain in full force and effect until June 30, 2026, in accordance with the Municipal Employee Relations Act.

TOWN OF EAST WINDSOR

LOCAL 1303-166 OF COUNCIL 4
AFSCME, AFL-CIO

By:


Jason E. Bowsza
First Selectman

By:


Joel Gamache, President

Date:

1/5/2024

Date:

1-5-2024

By:


Union Staff Representative

Date:

01-05-2024

ARTICLE XXI
WAGES

RECEIVED BY

JAN 19 2024

Section 1

Wage increases shall be as follows: July 1, 2023 -3.0%
July 1, 2024 -2.75%
July 1, 2025 -3.0%

Office of the First Selectman

Hourly Rates (see Attachment A).

Section 2

The position of Crew Chief shall be paid 3.75% more than the Maintainer Mechanic. The position of the Working Foreman shall be paid seven and one-half (7.5%) percent per hour more than the Maintainer Mechanic. The position of Maintainer Mechanic to be paid 2.0% more than Maintainer 1. The position of Equipment Operator to be paid 1.0% more than Maintainer 1.

Section 3

New employees shall be hired at Maintainer II level, Maintainer/Facilities II or Maintainer Parks & Grounds II at the "first six (6) months rate" (see Attachment A), increased to the "after six (6) months rates" with successful job performance after the first 6 months. At the discretion of the Director of Public Works, but no later than at the end of two (2) years from original date of hire, the employee may be promoted to a Maintainer I, Maintainer/Facilities I or Maintainer Parks & Grounds I, respectively, at the then current contract rates in effect as of the date of the promotion, subject to satisfactory performance as determined by the First Selectman.

ARTICLE XXII
DURATION

Section 1

This Agreement shall be effective from July 1, 2023 and shall remain in full force and effect until June 30, 2026, in accordance with the Municipal Employee Relations Act.

TOWN OF EAST WINDSOR

LOCAL 1303-166 OF COUNCIL 4
AFSCME, AFL-CIO

By: Jason E. Bowsza
Jason E. Bowsza
First Selectman

By: Joel Gamache
Joel Gamache, President

Date: 1/5/2024

Date: 1-5-2024

By: Timothy A. Middleton
Union Staff Representative

Date: 01-05-2024

RECEIVED
Town of East Windsor
Town Clerks Office

REC'D

JAN 22 2024

JAN 10 2024

By: Amel Land M.L.D.
Town Clerk 9:48am

Appendices

Town of East Windsor
 Public Works Union Contract
 July 2023 through June 2026

Attachment A - Hourly Wages

	7/1/2023	7/1/2024	7/1/2025
Working Foreman	\$37.21	\$38.23	\$39.38
Crew Chief	\$35.91	\$36.90	\$38.01
Maintainer Mechanic	\$34.61	\$35.56	\$36.63
Equipment Operator	\$34.30	\$35.24	\$36.30
Maintainer I	\$33.93	\$34.86	\$35.91
Maintainer II			
a) first 6 months	\$25.56	\$26.26	\$27.05
b) after 6 months	\$28.90	\$29.69	\$30.58
Maintainer/Facilities I	\$33.93	\$34.86	\$32.94
Maintainer/Facilities II			
a) first 6 months	\$29.87	\$30.69	\$31.61
b) after 6 months	\$30.51	\$31.35	\$32.29
Maintainer Parks and Grounds I	\$33.93	\$34.86	\$35.91
Maintainer Parks and Grounds II			
a) first 6 months	\$25.56	\$26.26	\$27.05
b) after 6 months	\$28.90	\$29.69	\$30.58

APPENDIX F - 1
PROVISIONS FOR PARTICIPANTS EMPLOYED AS
PUBLIC WORKS EMPLOYEES HIRED BEFORE JULY 1, 2007

This Appendix F lists the provisions applicable to Eligible Employees of the Town who are employed by the Public Works department and who are represented by a collective bargaining unit. In the event that the provisions of this Appendix F are inconsistent with the terms contained in the remainder of the Plan, the provisions contained in this Appendix F shall take precedence. For purposes of this Appendix F, "Participant" means an Eligible Employee of the Town employed by the Public Works department and who is represented by a collective bargaining unit.

1. Entry Date.

The Entry Date is the first day of the Eligible Employee's employment with the Town. No new Employee shall be an Eligible Employee on and after July 1, 2007.

2. Picked-up Contributions.

The Participant's Picked-up Contributions shall be equal to five percent (5%) of the Participant's Earnings for the Plan Normal Retirement.

(a) Normal Retirement Date means the first day of the Plan Year closest to the later of (i) the date on which the Participant attains age sixty (60) or (ii) the fifteenth (15th) anniversary of the date on which the Participant commenced participation in the Plan.

(b) A Participant's annual Normal Retirement Benefit shall be equal to two percent (2%) of the Participant's Average Annual Earnings multiplied by the number of years of his or her Benefit Service, provided, that in no event shall a Participant's Normal Retirement Benefit be equal to more than seventy-five percent (75%) of the Participant's Average Annual Earnings.

(c) For purposes of paragraph (b) above, Average Annual Earnings shall mean a Participant's Average Annual Earnings received during the three (3) consecutive Plan Year period preceding the date on which the Participant's employment terminates (or the Participant's period of employment, if shorter) during which the Participant receives the greatest amount of Earnings. In the event a Participant has not completed three (3) full, consecutive Plan Years prior to the date on which the Participant's employment terminates, for purposes of determining a Participant's Average Annual Earnings, the Participant's Earnings for any partial Plan Year shall be determined by dividing the Participant's Earnings for such partial Plan Year by the Participant's number of completed months of Service and by multiplying that number by twelve (12).

3. Contribution for Prior Service.

If an Active Participant did not make Mandatory Employee Contributions or Pick Up Contributions commencing on his first day of employment due to the prior provisions of the Plan then such Participant shall be required to make up any such contributions on a retroactive basis by contributing the amount the Participant would have made to the Plan had contributions been required for any such period or periods. Such retroactive Make-up Contributions shall be made in a single lump-sum payment, otherwise they shall be made on an installment basis over a reasonable period of time as determined by the Town. Such Make-up Contributions shall not be picked-up pursuant to Section 414(h) of the Code.

APPENDIX F-2

PROVISIONS FOR PARTICIPANTS EMPLOYED BY THE DEPARTMENT OF PUBLIC WORKS HIRED ON OR AFTER JULY 1, 2007

This Appendix F-2 lists the provisions applicable to Eligible Employees of the Town who are employed by the Town Department of Public Works, who are hired after July 1, 2007, and are represented by a collective bargaining unit.

1. Definitions. For purposes of this Addendum, the following definitions shall apply:

1.1. "Benefit Service" means the period of a Participant's employment considered in accordance with Section 3 of this Addendum in the determination of the amount of benefits payable to or on behalf of the Participant.

1.2. "Effective Date" means July 1, 2023.

1.3. "Eligibly Employee" means any regular full-time Employee hired on or after July 1, 2007, who is a member of Local #1303-166 AFSCME Council 4, AFL-CIO and who is employed by the Town Department of Public Works.

1.4. "Entry Date" means the first day of the Eligible Employee's employment with the Town. Participants in the Plan who were such on July 1, 2023, have met their Entry Date and continue as participants in the Plan.

1.5. "Participant" means an Eligible Employee of the Town who is covered under the Plan pursuant to this Appendix F-2.

2. Picked-Up Contributions.

A Participant's Picked-Up Contributions shall be equal to four- and one-half percent (4.5%) of the Participant's Earnings for the Plan Year.

3. Normal Retirement Date.

(a) "Normal Retirement Date" means the first day of the Plan Year closest to the later of (i) the date on which the Participant attains age sixty (60) or (ii) the fifteenth (15th) anniversary of the date on which the Participant commenced participation in the Plan.

(b) A Participant's annual Normal Retirement Benefit shall be equal to one and one quarter percent (1.25%) of the Participant's Average Annual Earnings multiplied by the number of years of his Benefit Service, provided, that in no event shall a Participant's Normal Retirement Benefit be equal to more than seventy-five percent (75%) of the Participant's Annual Earnings.

(c) For purposes of paragraph (b) above, Average Annual Earnings shall mean the average of a Participant's annual Earnings received during the three (3) consecutive Plan Year period preceding the date on which the Participant's employment terminates (or the Participant's period of employment, if shorter) during which the Participant receives the greatest amount of Earnings. In the event a Participant has not completed three (3) full, consecutive Plan Years prior

to the date on which the Participant's employment terminates, for purposes of determining a Participant's Average Annual Earnings, the Participant's Earnings for any partial Plan Year shall be determined by dividing the Participant's Earnings for such partial Plan Year' by the Participant's number of completed months of Service and by multiplying that number by twelve (12).

(d) For purposes of determining Benefit Service, subject to Section 5 herein, a Participant shall receive one twelfth of a year of Benefit Service for each completed calendar month on and after the Employee's Entry Date for which he is credited with 83 or more Hours of Service.

4. Vesting.

A participant shall become fully vested in his or her benefit under the Plan upon completing 5 Years of Service. Participants shall receive vesting credit for all Years of Service including Years of Service prior to their Entry Date.

