

MEMORANDUM

Date: March 28, 2018
To: Joanne Slater, Town Clerk
From: Amanda Schroll, HR Generalist/Administrative Assistant
Re: 2017-2020 Agreement between the Town of East Windsor and
AFSCME Council 4, Local 1303-166 Public Works Union

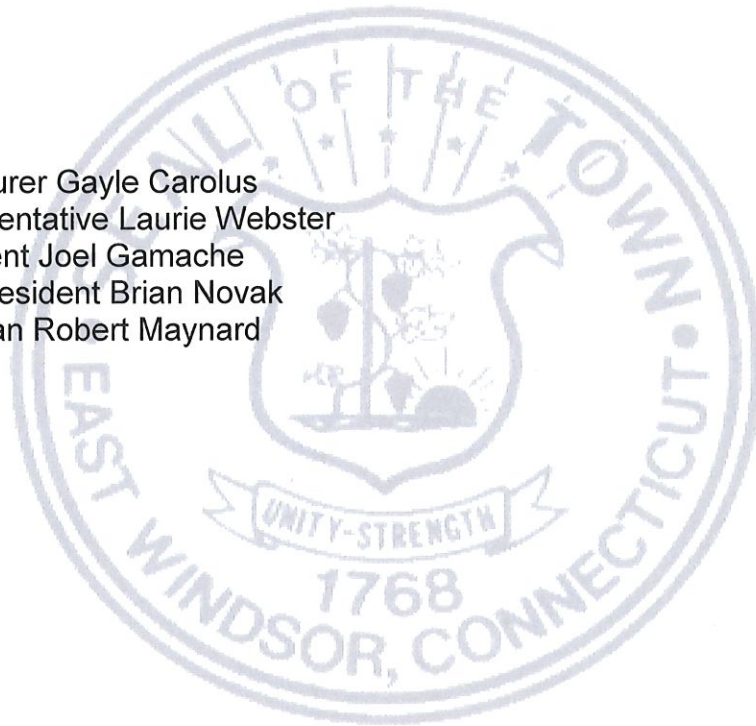
Attached please find the fully executed original Agreement between the Town of East Windsor and AFSCME Council 4, Local 1303-166 Public Works Union.

In addition to the copy provided with this memo, an electronic copy will be available on the Town's website, Human Resources Department page.

Thank you.

Distribution:

Interim Treasurer Gayle Carolus
Union Representative Laurie Webster
Union President Joel Gamache
Union Vice President Brian Novak
First Selectman Robert Maynard



Robert Maynard - First Selectman - Town of East Windsor
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TOWN OF EAST WINDSOR

AND

AFSCME COUNCIL 4 – LOCAL 1303-166

PUBLIC WORKS UNION CONTRACT

EFFECTIVE JULY 1, 2017 – JUNE 30, 2020

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TOWN OF EAST WINDSOR

PUBLIC WORKS UNION CONTRACT

JULY 1, 2017 – JUNE 30, 2020

AGREEMENT

THIS AGREEMENT by and between the **Town of East Windsor** (hereinafter referred to as the "Town" or the "Employer"), and **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.

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

Section 1

- a) The Town agrees to deduct from the pay of all its employees who authorize in writing such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and service fees, as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to Council #4 or the President of the Local to be given sixty (60) days prior to the expiration date of the contract and to take effect upon the termination of the Agreement.
- b) All sums deducted shall be remitted to the Union 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 2

All employees in the collective bargaining unit who are not members on the effective date of this clause, shall for so long as they remain non-members, as a condition of employment, pay the Union a service fee, equivalent to the amount uniformly required of its members. All employees in the collective bargaining unit who are members of the Union on the effective date of this clause but who hereafter cease to be Union members, shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members. All persons who become employees in the collective bargaining unit after the effective date of the clause and who do not become union members shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members.

Section 3

- a) 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

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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.

- b) 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 4

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

Section 5

The Town of East Windsor agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction provided for in a written authorization. Such authorization must be executed voluntarily by the employee and may be revoked by the employee at any time by giving written notice to both the Town 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.

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

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, sex, age, creed, marital status, political affiliations, or union membership.

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,

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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 ninety (90) 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 ten (10) 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.

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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.
- 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 five (5) consecutive days per week. Management shall schedule a non-paid one-half (1/2) hour lunch period during the day.

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Section 2

The regular work week shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday. The work day 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 shall be 6:30 a.m. to 3:00 p.m., including one-half (1/2) hour unpaid lunch period.

Section 3

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

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 time actually 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 two (2) hours at time-and-one-half and at double time on Sundays and holidays, with a three (3) 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.

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- b) Compensatory 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 during the period of April 1 through November 30 of each year or at other times with approval, and advance notice of not less than three (3) days to the applicable supervisor. Any request to utilize compensatory time must be approved by the supervisor, and 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 up to and including the day of the funeral. "Immediate family" is defined as including mother, father, sister, brother, spouse, child, 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;

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- b) Incapacity or injury to the employee not arising during the course of employment such that the employee is not eligible for Workers' Compensation.

Section 2

Employees shall earn and accrue one and one quarter (1 ¼) 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 absence of three (3) consecutive working days, or more;
- 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).

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

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Section 2

The time for taking vacations must be approved by the Director of Public Works in advance. Only one employee may be on vacation at any given time during the winter season (December 1st to March 1st) for one-week maximum, and must be available for emergency call-in. Where more than one-employee requests vacations at the same time and only one can be permitted, 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 three (3) 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 half days.

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 upon being notified by the court that jury service is no longer required on a given day if such notice is received prior to 11:00 A.M. that day.

Section 5

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

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**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	
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, an employee must be at work or on an approved sick leave, vacation or other 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

Until the ongoing negotiations between the Union and the Town Pension Negotiation Team are completed, the Pension Plan previously in existence shall be continued and employees shall be entitled to such benefits as may be applicable under such plan .

Section 2

Until the ongoing negotiations between the Union and the Town Pension Negotiation Team are completed, one hundred percent (100%) vesting shall be attained after five (5) years of service with the Town (years of service is defined in the Pension Plan).

Section 3

Until the ongoing negotiations between the Union and the Town Pension Negotiation Team are completed, final average earnings shall be based on the average compensation for the highest three (3) consecutive calendar years of employment.

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ARTICLE XV
INSURANCE

Section 1

The Town of East Windsor will provide the following health insurance coverage:

- a) Until June 30, 2018, CIGNA Preferred Provider or its equivalent (See Appendix A for detail of the plan). Employee cost sharing percentage for Preferred Provider or its equivalent will be as follows:

July 1, 2016 – 13%

- b) Until June 30, 2018, CIGNA High Deductible Plan (HSA) or its equivalent (See Appendix A for detail of the plan). Cost for the deductible will be paid 75% by the Town – 25% by the employee. Employee cost sharing percentage for HSA will be as follows:

July 1, 2016 – 12%

- c) Effective July 1, 2018, the Town shall offer to employees who regularly work thirty (30) or more hours per week and eligible dependents a high deductible health insurance plan with a \$4000 deductible for the family and individual plus one plans and \$2000 deductible for individual plans (See Appendix B), or an equivalent plan. Commencing July 1, 2018 the Preferred Provider plan shall not be offered as an option.

Effective July 1, 2018, and each remaining year thereafter of this contract, the Town shall contribute to each enrolled employee's Health Savings Account 75% of their respective plan's deductible on or about the payroll following July 1st.

Effective July 1, 2018, employees shall contribute 14% toward health insurance premiums, and, effective July 1, 2019, employees shall contribute 15% toward health insurance premiums.

Section 2

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, 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 equal to fifty (50) percent of the annual cost of single coverage under Section 1. Employees who elect to make such a waiver shall notify the

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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. Upon signing, the Town shall pay ninety-seven (97) percent of the total premium cost of the coverage. Effective July 1, 2008, 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

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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-[NEW]
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

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- 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 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 back ground, 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 the 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

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that level. This does not in any way amend any of the provisions of Article XVIII regarding a ninety (90) 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 eight (8) uniforms and a cleaning service for same, 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 maintain 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.

**ARTICLE XXI
WAGES**

Section 1

Wage increases shall be as follows:

July 1, 2017 – 2.25 %
July 1, 2018 – 2.25 %
July 1, 2019 – 2.5 %

Hourly Rates (see Attachment A).

Section 2

The position of the Working Foreman shall be paid seven and one-half (7.5%) percent per hour more than the next highest paid classification.

Section 3

New employees shall be hired at Maintainer II level, Maintainer/Facilities II or Maintainer Parks

TOWN OF EAST WINDSOR

PUBLIC WORKS UNION CONTRACT

JULY 1, 2017 – JUNE 30, 2020

& Grounds II at the "first six (6) months rate" (see AttachmentA), increased to the "after six (6) months rates" with successful job performance after the first 6 months. At the end of two (2) years from original date of hire, the employee becomes a Maintainer I, Maintainer/Facilities I or Maintainer Parks & Grounds I at the current contract rates subject to satisfactory performance as determined by the First Selectman.

Section 4

Longevity payments shall be added to and paid within the base hourly rate when calculating all compensation paid pursuant to this Agreement in accordance with the following:

4 - 8 years of service as of July 1, 2017	\$0.20/hour
9 - 13 years of service as of July 1, 2017	\$0.30/hour
14 - 18 years of service as of July 1, 2017	\$0.40/hour
19+ years of service as of July 1, 2017	\$0.50/hour

Employees hired after December 1, 2011, will not be eligible for longevity payments.

Section 5

On December 1st of each year of this contract, each employee shall receive Five Hundred (\$500.00) Dollars as standby pay. If an employee leaves prior to March 1, Standby Pay will be prorated for the time worked during the Winter Season.

ARTICLE XXII
DURATION

Section 1

This Agreement shall be effective from July 1, 2017 and shall remain in full force and effect until June 30, 2020, in accordance with the Municipal Employee Relations Act.

TOWN OF EAST WINDSOR

PUBLIC WORKS UNION CONTRACT

JULY 1, 2017 – JUNE 30, 2020

TOWN OF EAST WINDSOR

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

By: Robert L. Maynard
Robert L. Maynard
First Selectman

By: Joel Gamache
Joel Gamache, President

Date: 3/5/18

Date: 3-28-18

By: Brian Novak
Brian Novak, Vice President

Date: 3/28/18

By: Laurie Webster
Laurie Webster
Staff Representative

Date: 3/22/18



High Deductible Health Plan (HDHP) Summary

		Cigna
In-Network Benefits:		
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
Prescription Drugs (34 Day Supply)		
	Tier 1 (Generics)	No Charge After Deductible
	Tier 2 (Preferred Brand)	No Charge After Deductible
	Tier 3 (Non-Preferred Brand)	No Charge After Deductible
Prescription Drugs (90 Day Supply - Retail or Mail)		
	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
Out-Of-Network:		
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 PPOSM plus Premier

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

	Full ABCD
Calendar Year Deductible (Per Person)	None
	<u>Plan Pays:</u>
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[®] network is the largest of the Delta Dental networks with over 315,000 participating dentist offices nationally (80%+). Delta Dental PPOSM is a smaller, but more discounted network with over 234,000 participating dentist offices nationwide. Delta Dental PPOSM fees are on average 20% less than Delta Dental Premier[®].

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.

TOWN OF EAST WINDSOR

PUBLIC WORKS UNION CONTRACT

JULY 1, 2017 - JUNE 2020

ATTACHMENT B - HOURLY WAGES

POSITION	7/1/2017 2.25%	7/1/2018 2.25%	7/1/2019 2.50%
Working Foreman	\$ 31.74	\$ 32.45	\$ 33.26
Maintainer Mechanic	\$ 29.53	\$ 30.19	\$ 30.94
Equipment Operator	\$ 29.25	\$ 29.91	\$ 30.66
Maintainer I	\$ 28.93	\$ 29.58	\$ 30.32
Maintainter II			
a) first 6 months	\$ 21.56	\$ 22.05	\$ 22.60
b) after 6 months	\$ 24.50	\$ 25.05	\$ 25.68
Maintainer/Facilities I	\$ 28.93	\$ 29.58	\$ 30.32
Maintainer/Facilities II			
a) first 6 months	\$ 25.35	\$ 25.92	\$ 26.57
b) after 6 months	\$ 25.92	\$ 26.50	\$ 27.16
Maintainer Parks & Grounds I	\$ 28.93	\$ 29.58	\$ 30.32
Maintainer Parks & Grounds II			
a) first 6 months	\$ 21.56	\$ 22.05	\$ 22.60
b) after 6 months	\$ 24.50	\$ 25.05	\$ 25.68