

AGREEMENT  
BETWEEN

THE TOWN OF SOUTH WINDSOR

AND

SOUTH WINDSOR NON-SUPERVISORY  
PROFESSIONAL EMPLOYEES UNION,

*AN AFFILIATE OF THE  
NUTMEG INDEPENDENT PUBLIC SAFETY  
EMPLOYEES UNION  
(NIPSEU)*

July 1, 2020 through June 30, 2023

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**ARTICLE 1**  
**RECOGNITION**

1.0 The Town of South Windsor, Connecticut, hereinafter referred to as the Town, recognizes the South Windsor Non-Supervisory Professional Employees Union, hereinafter referred to as the Union, as the sole and exclusive bargaining representative on matters of wages, hours, and other conditions of employment, for the following positions contained in the certification by the Connecticut State Board of Labor Relations, Decision No. 5103: Assistant Building Official, Environmental Health Specialist, Human Service Specialist I & II, IT Technician, Network Administrator/Project Leader, Civil Engineer, Project Engineer, Senior Environmental Planner, Assistant Assessor, GIS Analyst, School Outreach Liaison, and Emergency Management Coordinator/Fire Safety Code Inspector.

1.1 Part-time, temporary and seasonal employees are not, and shall not be, members of the Union.

(a) Part-time employees are those employees who work less than twenty-five hours per week.

(b) Temporary or seasonal employees are those who are employed temporarily to supplement the work force.

1.2 It is the policy of the Town and of the Union that there shall be no discrimination against any employee or applicant for employment on account of age, ancestry, race, color, religious creed, sexual orientation, gender, gender identity or expression, marital status, national origin, intellectual or physical disability not related to job requirements, veteran's status and any other status protected by state or federal law.

**ARTICLE 2**  
**UNION RIGHTS**

2.0 All non-supervisory professional employees hired on and after the effective date of this contract may become members of the Union, except those employees specifically exempted in Article 1 of this Agreement. Employees hired for positions not included in the certification by the Connecticut State Board of Labor Relations, Decision No. 5103 shall not be considered members of the Union.

Any employee who is a member of the Union at the time the Agreement becomes effective shall continue membership in the Union unless the member opts out of the Union by notifying the Town and the Union in writing of such intention.

2.1 The Town agrees that upon the written authorization of any employee in the Union, it will make a monthly deduction from the wages of such employee in the amount specified by the Union. Such deduction shall be discontinued in the event of termination of the

employee's services or if the employee opts in writing to discontinue dues payments. All such requests shall be on forms provided by the Town which shall be submitted to the Finance Department at least fifteen (15) calendar days before they are to become effective. No refund will be made to any employee in the event of his/her/their failure to comply with this Article. All deductions under this section will be made from wages payable on the last payroll period of each month.

The total amount deducted each month will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to the Secretary of the Union. These deductions shall be sent directly to the Union bank account at the American Eagle Credit Union. Such remittance shall be made by the last day of the month in which deductions are made. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made, in writing, to the Finance Director within thirty (30) calendar days after the date such deductions were or should have been made. The Union agrees that it will hold the Town harmless from any claims for damages by reason of carrying out the provisions of this Article.

Members on leave and not receiving pay shall directly pay the Union Secretary. Any new employee may become a full voting member of the Union upon signing a dues payroll deduction authorization form which shall then be provided to the Town in a timely manner. Any new employee may opt out of paying Union dues by notifying the Town and the Union in writing of such intention.

The amount of dues to be deducted shall be determined by the Union and be provided to the Town by written or electronic notice to the Town Manager's Office. Any change in the amount of dues deducted will not become effective until 30 days after receipt of such written notice. Such deductions may be raised or lowered by the Union at any time upon four (4) weeks written notification to the Town by the Union.

2.2 The Union agrees that it will not call, support, or permit any strike, work stoppage, work slowdown, or any other action against the Town. The Town agrees that it will not lock out any employees at any time.

2.3 The Union shall supply the Town with the names of such stewards, officers and NIPSEU representatives who are authorized to represent the Union in grievances, negotiations, and other Union business.

2.4 A reasonably sized section of at least one (1) bulletin board shall be reserved at a visible and accessible place in each building where union members are assigned for posting of official Union notices or announcements. The bulletin board postings shall be maintained by the Union.

2.5 The Union may hold membership meetings in any Town building before or after regular working hours, or during lunch hour whenever necessary, provided such meetings do not conflict with other scheduled activities or programs or employee workload, and

provided further that the Union provides notice to the Town Manager's office and reserves the room in advance.

2.6 The employer shall permit an authorized representative of the Union, as specified pursuant to Section 2.3 above, to investigate working conditions, complaints, problems, or for any other purpose relating to the terms and conditions of this Agreement during non-work hours, provided the representative files a written request in advance with the Town Manager to include the length of time of visit, location and employee visited. Approval of such requests shall not be unreasonably withheld

2.7 The Union may request an opportunity to meet with any newly hired bargaining unit employee during the first month of employment, for a period not in excess of 20 minutes, during the new employee's break or lunch time (i.e. unpaid time).

2.8 The Town shall provide the Union with four (4) signed contracts at the time of signing. The Town will give copies of the new agreement to employees within 30 days after signing of said agreement. Each new employee, upon hiring, shall also be provided a copy of said contract.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

3.0 Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, power and authority heretofore had by it, and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this agreement, it shall have the right, responsibility and prerogative of management of the affairs of the Town and direction of the working force, including, but not limited to, the following:

- (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change, or abolish such policies, practices and procedures.
- (c) To establish or discontinue processes or operations, or to establish or discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the Town's operations.

- (e) To employ, transfer, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons, in accordance with the Agreement.
- (f) To enforce rules and regulations for the discipline and personal conduct in the performance of work as described in the Town of South Windsor's Personnel Rules and Regulations that are not specifically addressed in this Agreement.
- (g) To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discrimination against its members.
- (h) To create job specifications, and revise existing job specifications, when deemed necessary.

3.1 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in the agreement.

#### **ARTICLE 4** **DISCIPLINARY ACTION**

4.0 All disciplinary actions shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

4.1 Disciplinary actions shall normally follow this order:

- (a) Verbal warning, with notation or order in writing that will be segregated from the employee's file after one (1) year upon request of the employee.
- (b) Written Warning.
- (c) Suspension without pay.
- (d) Discharge.

4.2 Any of the above steps may be omitted or skipped depending on the severity of the infraction and the employee's disciplinary history, at the discretion of the Town Manager.

4.3 Discipline will not be held against an employee after five years provided the employee does not commit a substantially similar violation within the five year time frame.

4.4 No non-probationary employee may be discharged without just cause.

4.5 Any non-probationary employee in the unit who may be discharged, or suspended without pay, shall be presented with written reasons for such discharge, or suspension within five (5) days calendar days thereafter.

**ARTICLE 5**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

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

Step 1: The grievant and/or the Union shall first present his/her/their grievance to the immediate supervisor within ten (10) calendar days of when he/she/they knew or should have known of the occurrence of the act or conditions on which a grievance is based. The supervisor shall attempt to resolve the problem promptly and fairly, and shall give his/her/their answer, in writing, to the employee and Union within ten (10) calendar days from the date that the grievance is submitted.

Step 2: A grievant and/or the Union who is dissatisfied with the decision of his/her/their supervisor may, within five (5) calendar days after the receipt of the answer in Step 1, submit the grievance, in writing, to the Department Head. The Department Head shall inform the employee and Union, in writing, of his/her/their decision and the reasons therefor within five (5) calendar days after the receipt of the written grievance from the employee/Union.

Step 3: If the grievant and/or the Union is dissatisfied with the Department Head's decision, he/she/they may obtain a review of the Department Head's decision by the Town Manager or designee by submitting a request, in writing, to the Town Manager, within ten (10) calendar days of the decision in Step 2. The Town Manager or designee shall set a date for an informal hearing within twenty (20) calendar days, and shall hear the position of the grievant and any other person whom the Town Manager or designee deems necessary to make a decision. The Town Manager or designee shall, within ten (10) calendar days after said hearing, inform the grievant/Union of his/her/their decision, in writing.

Step 4: If the Union is dissatisfied with the Town Manager's decision, it may file for arbitration with the American Arbitration Association, with a copy to the Town, within ten (10) calendar days of the Step 3 decision. The cost of such arbitration shall be borne equally by the Town and the Union. The Union and the Town may mutually agree to use the State Board of Mediation and Arbitration in lieu of the American Arbitration Association on a particular case.

## 5.1 Time Limits:

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of both parties.
- (b) If a grievant and/or the Union does not file a grievance in writing within ten (10) calendar days of when he/she/they knew or should have known of the occurrence of the act or conditions on which a grievance is based, then the grievance shall be waived.
- (c) Failure by the aggrieved employee and/or the Union, at any level, to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- (d) Failure by management to render a decision within the specified time limits shall permit the grievant and/or the Union to process the grievance to the next level.

5.2 The Town and the Union may mutually agree at any step of the process to request mediation from the State Board of Mediation and Arbitration.

## **ARTICLE 6** **EDUCATION AND TRAINING**

6.0 A non-probationary employee may apply for, and receive, reimbursement for educational programming, as outlined in the Town's "Educational Reimbursement Policy" contained in the Personnel Rules and Regulations. Employees will be reimbursed in the amount of \$2,000 or the amount stated in the Town's "Educational Reimbursement Policy", whichever is greater. Employees must inform their supervisor that they will be applying for reimbursement before the previous fiscal year budget process. For undergraduate programs, a grade of "C" (or in the case of a Pass/Fail course, a passing grade), or a grade of "B" for a graduate course, must be maintained in an approved course of study or training.

6.1 At the discretion of the Town, employees are encouraged to attend seminars, webinars, conferences, and classes appropriate to their job function or department needs. It is the responsibility of each department to foster and promote programs of training for their employees, which will be paid for by the Town when funding is available. All expenses for training shall be budgeted items for departments. Insofar as possible, without disrupting the efficient provision of Town services, accommodations may be made to allow employees to attend educational programs or training sessions held during work hours. Each department shall keep a record of employees who have successfully completed training seminars/programs/certifications, as well as provide the Human Resources Department with a copy.

6.2 The Town will pay for eligible conference, meeting, and travel expenses, when such expenses are incurred for Town business and approved in advance, in accordance with Appendix H of the Personnel Rules and Regulations. Eligible expenses include registration fees, transportation, meals, lodging, and incidentals. Examples of incidentals are taxis, parking fees, tolls, or telephone calls to the office.

## **ARTICLE 7**

### **WORKERS' COMPENSATION**

7.0 All employees are covered by Workers' Compensation Insurance. All job-related accidents and injuries should be reported immediately to the employee's supervisor.

7.1. Workers' Compensation leave, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by an injury or illness that occurred while the employee was engaged in the performance of his/her/their duties. Such absence shall not be charged to that person's accumulated sick leave.

7.2. If an employee is absent from work because of injury sustained in the course of his/her work for which he is entitled to compensation under the Worker's Compensation Act, the Town shall pay to the employee, during the period of disability, an amount equal to the difference between the employee's regular salary and the amount of Worker's Compensation received by the employee, adjusted for tax withholding, for a period not to exceed ninety (90) calendar days. To the extent the Town may have paid the employee an amount greater than said difference, the employee shall pay over and assign to the Town the appropriate amount of Worker's Compensation payments received by the employee. After ninety (90) calendar days, an employee may elect to subsidize his/her compensation with sick leave, with the deduction in his/her/their sick leave reduced to equal the amount between base rate and the compensation. Regardless of how an employee chooses his/her/their compensation, the Town agrees to continue issuing one payroll check to the employee, consistent with the paycheck schedule, so that the employee does not have to receive multiple checks from the Town and the insurance carrier.

7.3. An injured employee may be eligible for a Limited Duty Program in accordance with Appendix F of the Personnel Rules and Regulations.

## **ARTICLE 8**

### **EMPLOYEE EQUIPMENT**

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

8.1 The Town shall reimburse each employee required to perform field work or building maintenance and inspection workup to one hundred and fifty dollars (\$150) per fiscal year or three hundred dollars (\$300) every other fiscal year for the provision of safety shoes. Employees must submit receipts. New employees shall receive their first reimbursement after successful completion of the probationary period.

## **ARTICLE 9**

### **SELECTIONS, PROBATION AND APPOINTMENTS**

#### 9.0 Selections

The Town Manager shall be responsible for the selection, employment duties, and transfer of all personnel after an interview with the prospective supervisor.

#### 9.1 Probationary Period

All newly hired employees, or former employees who have been rehired, enter a probationary period, which is considered an integral part of the selection and evaluation process. During this probationary period, an employee is required to demonstrate suitability for the position through actual work performance.

The normal probationary period is twelve (12) months from the employee's date of hire or rehire.

An employee's probationary period may be extended up to an additional three (3) months when needed to fully and properly evaluate the employee's performance. The probationary period will not be shortened for any reason. If an extension is warranted, the employee will be notified prior to the completion of the twelve (12) month period. The Town shall notify the Union president as soon as possible whenever a new employee is hired into the bargaining unit. The Union shall also be notified when an employee successfully completes their probation.

Probationary new hire employees accrue vacation and sick leave but are not eligible to use accrued vacation time until after six (6) months of employment, unless otherwise approved by their Department Head and the Town Manager.

During the probationary period, new employees may be terminated at any time without recourse to the grievance procedure. All employees who have successfully completed their probationary period shall be full-time employees, and shall acquire length of service records as of their initial date of hire.

#### 9.2 Appointments to Vacancies and New Positions

All vacancies and new positions within the Union shall be posted on bulletin boards in each Town facility for a period of not less than ten (10) calendar days, as well as

advertised to the public as deemed appropriate by Human Resources. Employees wishing to be considered for assignment to such vacancies or new positions may personally submit their request in confidence to the Director of Human Resources. Qualified union applicants shall be guaranteed a first-round interview.

All newly promoted or reassigned employees shall serve a six (6) month probationary period. Should a Union member be mutually determined to be not fit for the new position after one (1) month, they will be granted the opportunity to return to their prior position.

## **ARTICLE 10** **SENIORITY**

10.0 At the request of the Union, the Town shall prepare a list of all employees covered under this agreement, showing their length of service.

10.1 An employee shall acquire seniority commencing on the date of his/her/their hire, by the number of months served, after successfully passing the probationary period.

10.2 Seniority shall be accrued during authorized leaves of absence.

10.3 Years of service for benefit purposes shall continue for any employee upon promotion, or transfer, to a new bargaining unit position.

## **ARTICLE 11** **CLASSIFICATION AND RECLASSIFICATION**

11.0 The Town will maintain a classification plan for the classification of positions in the bargaining unit included in this agreement. For the purposes of this Agreement, the classification plan shall be the one in effect on the effective date of this Agreement. At such time as the Town develops an organizational chart, the Town shall provide a copy to the Union.

11.1 Union members reserve the right to request reclassification of their position, not to exceed one request every three (3) years. To be reclassified, the employee must show the following: (1) that he/she/they is performing duties in a competent manner which are significantly different from, or in addition to, the duties of his/her/their designated classification as stated in the position's documented job description; and (2) that such duties are within the duties of a higher classification. The research conducted by the Union for such request shall not be done on Town-time.

11.2 The Union member's request for reclassification must be in writing and must be submitted through the department head to the Town's Human Resources Director. The Human Resources Director shall review the basis for the request and notify the employee and Union as to the specific reasons for the decision in writing. If the Union disagrees

with said determination, it shall submit the matter to the contractual grievance arbitration procedure.

## **ARTICLE 12** **LAYOFFS**

12.0 The Town Manager may lay off employees for lack of work, budgetary restrictions, or other changes that have taken place. Temporary employees, or employees within the same classification who have not yet completed their probationary period, will be laid off before permanent employees are affected. Seniority within the department shall apply in case of layoff. In the event of a layoff or reduction in force, the employee with the least seniority shall be laid off first. A laid off employee may bump another employee with less seniority from a position for which he/she/they are qualified.

12.1 Laid-off employees shall have recall rights for a period of eighteen (18) months from the date of layoff when a vacancy occurs in a position for which he/she/they are qualified. Recalls will be done by seniority, meaning the qualified laid off employee with the highest seniority will be recalled first and so on. An employee who chooses to waive recall rights shall be placed on the lowest seniority status for a subsequent recall.

## **ARTICLE 13** **HOURS OF WORK**

13.0 Generally, the normal work schedule for Town employees covered by this agreement shall be thirty-seven and one-half (37 ½) hours per week, equally divided over five (5) working days of seven and one-half (7 ½) hours each day, Monday to Friday, with a one (1) hour lunch period unpaid, during the Town's operating hours of 8:00 AM to 4:30 PM. All employees are entitled to a paid fifteen (15) minute rest period for every three and half hours worked. While employees are on a rest period, they shall not leave the property in which they are assigned to work. All breaks shall be arranged so that they do not interfere with Town business or service to the public. Breaks and meal periods shall be coordinated with the Department Head. Nothing provided herein shall be construed as guaranteeing any schedule of hours, minimum work or minimum work day or the availability of work. Employees may be required to perform duties outside of their regular work hours, such as after-hours or weekend meetings.

Two exceptions to the above are the Teen Center Coordinator position, which is scheduled to work 30 hours per week, and the Part-Time Human Services Specialist position, which is scheduled to work 29 hours per week. These two positions shall have prorated benefits for the benefits to which they are entitled.

All professional employees are expected to work beyond the normal workday when necessary to satisfactorily complete the obligations of their position. Attendance at pertinent meetings is a recognized function of each employees' job responsibilities and

these employees understand that they should make their expertise available to Town Boards and Commissions when requested by the Chairperson and approved by the Town Manager.

Non-exempt employees shall be paid their hourly rate of pay for all hours worked up to forty hours per week. Hours worked above forty in any given week must be pre-approved by the Department Head. Any authorized overtime hours for non-exempt employees above forty hours in any given week will be paid at time and a half or the equivalent in compensatory time, at the employee's option. Paid time off (sick leave, vacation leave etc.) shall not constitute hours worked for overtime purposes. The non-exempt positions in this bargaining unit include those in the classification of Human Services Specialist I/II (Program Coordinator, Teen Center Coordinator, School Outreach Specialist, Caseworker). Every effort shall be made to flex work hours during the same pay period in order to avoid the payment of overtime, consistent with current practice.

For those exempt employees who are required to perform work for the Town of South Windsor outside of their regular work schedule (i.e. night meetings, weekend events etc.) in excess of forty-one (41) hours in a given week, the Town will allow flex time for up to a possible hour for hour basis during the same week in which the excess hours were worked. Paid time off (sick leave, vacation leave etc.) shall not constitute hours worked for purposes of determining whether an exempt employee has exceeded a regular work week. The employee will coordinate with his/her Department Head and/or supervisor to best determine when and how the workday(s) can be adjusted during the same pay week or within the next 5 working days, to account for the additional hours worked, consistent with operating needs. This means that employees may be authorized to come in late or leave early on one or more days during the same work week to adjust for the excess hours worked outside the regular work schedule, provided operations and service to the public are not adversely affected, in which case the hours will be unavailable to use during that pay week. In no event will flex time hours be available for use beyond the allotted time period mentioned above in which they were accrued, absent extraordinary circumstances as authorized by the Town Manager's Office.

## **ARTICLE 14** **SALARY**

14.1 There will be no steps within the pay scale, therefore, anniversary dates for the purpose of wage increases shall be July 1 for all bargaining unit employees.

There will be a 2% wage increase effective and retroactive to July 1, 2020, a 2% wage increase effective and retroactive to July 1, 2021, and a 2.25% wage increase effective July 1, 2022 for all bargaining unit employees.

14.1 (a) In addition to the above wage increases, effective July 1, 2022, the below positions will receive a one time salary adjustment in the amount stated:

<b>Name</b>	<b>Position</b>	<b>Adjustment</b>
Langworthy, David	Asst. Building Official	\$ 1,000.00
Wearne, Michael	Asst. Building Official	\$ 791.92
Beckwith, Ed	IT Tech	\$ 3,734.06
Lehmann, Michael	IT Tech	\$ 6,406.05
Powell, Virna	Youth Counselor	\$ 1,039.92
Clapp, Stephen	HS Specialist	\$ 1,000.43
Konicki, Barbara	HS Specialist	\$ 1,562.12
Lazur, Tiffany	HS Specialist	\$ 1,562.12
Grundstrom, Susan	HS Specialist/PT (29 hours/wk)	\$ 769.38
Bifolck, Danielle	Teen Center Coordinator (30 hours/wk)	\$ 2,134.00

14.2 The Teen Center Coordinator position, which is scheduled to work 30 hours per week and the Part-Time Human Services Specialist position, which is scheduled to work 29 hours per week shall have prorated benefits for the benefits to which they are entitled. These two positions shall not be eligible for the 401(a) or Long Term Disability Insurance. Health Insurance and accrued time off shall be calculated on a prorated basis according to hours worked per week.

14.3 The Town Manager may hire new employees at a salary commensurate with the education and experience which the employee brings to their assignment.

14.4 Wages to all employees covered by this Agreement shall be paid in bi-weekly installments. All employees will be required to participate in direct deposit with paperless checks. The implementation will take place during a month that has three (3) pay periods.

## **ARTICLE 15** **HOLIDAYS**

15.0 The following holidays shall be observed as days off with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	

15.1 Holidays occurring on Saturday shall be celebrated on the preceding day. Holidays occurring on Sunday will be observed the following Monday.

15.2 In the event that a holiday occurs during the paid vacation of any employee, such holiday shall not be considered a vacation day.

## **ARTICLE 16** **LEAVE PROVISIONS**

### 16.0 Sick Leave

Sick leave shall not be considered as an entitlement, which an employee may use at his/her discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or for medical appointments that cannot be scheduled outside of normal working hours, or in the event a spouse or school aged child requires the employee's attention due to illness. Sick leave shall accrue to each employee as follows and subject to the following:

- (a) Sick leave shall accrue at the rate of one and one-half (1 ½) days per month with a limit of one hundred seventy five (175) days total accumulation. Upon the ratification of this agreement, any employee with a current balance in excess of 175 days shall be entitled to keep their current accrual but will not accrue any additional days beyond 175 days.
- (b) Sick leave shall not accrue during any leave of absence without pay.
- (c) A doctor's certificate shall be required by the Department Head after three (3) consecutive working days of absence due to illness or if abuse of sick leave is indicated.

When an employee returns to work, a doctor's certificate may be required, stating that the employee can return to duty and perform the essential functions of the employee's position, with or without a reasonable accommodation.

- (d) Maternity shall be considered a valid reason for sick leave. Spouses shall be entitled to use sick leave for important maternity related doctor appointments.
- (e) For Employees hired prior to January 1, 2022: Upon retirement, a payout of 75% of accrued sick leave, up to a maximum of 100 days will be paid into the employee's 457 account to the IRS maximum allowed. If the employee does not have a 457 account, one must be opened by the employee. Any remaining funds due the employee will be deposited into their HSA account to the IRS maximum if applicable, and any additional remaining funds will be paid in a separate check. Employees hired after January 1, 2022 shall not be entitled to a sick leave payout.

- (f) Eligible employees are entitled to family and medical leaves of absence (FMLA) pursuant to Federal law. Qualifying FMLA leaves shall run concurrently with an employee's sick leave. For more information, see Town's FMLA Policy in the Town's Personnel Rules & Regulations.

16.1 Vacation Leave

Vacation leave shall be granted to all regular full-time employees on their anniversary date of employment according to the following table:

Completed Years of Service	Vacation Days per year
1	10
4	15
8	18
12	19
13	20
14	21
15	22
16	23
17	24
18	25

- (a) Vacation time may be taken in ½ day increments. An employee may carry over up to thirty (30) days of vacation time from one year to the next.
- (b) Vacation granted during the first year of employment shall not be subject to payout upon separation of employment. Employees shall accrue vacation from the date of initial employment, but are not eligible to take vacation time during the first six months without the express permission of the Town Manager.
- (c) Employees shall be granted their vacation requests in the order received subject to the demands of service as determined by the Department Head. Requests received simultaneously shall be granted by seniority preference.
- (d) An employee may not take more than two (2) consecutive weeks of vacation at one time, unless authorized in advance by the Town Manager and the Human

Resources Director. In all cases, the Department Head shall have the right to exercise his/her/their discretion in the approval of vacation requests, but may not deny requests unreasonably.

- (e) An employee may take vacation days in conjunction with personal time or holidays, not to exceed two (2) consecutive weeks at one time.
- (f) When an employee becomes ill while on vacation, they shall not be charged for the vacation time during the time they are sick, provided verification is made with a physician's note filed with the Human Resources Director.
- (g) An employee who is transferred between departments shall retain all accrued vacation credit.
- (h) Employees who retire or resign in good standing (i.e. with a minimum of two weeks' notice and no disciplinary action pending) and who have accrued vacation to their credit at the time of retirement or resignation shall be paid the salary equivalent of the accrued vacation time. In the event of death of the employee, his/her/their designated beneficiary or estate shall receive any pro-rated accumulated vacation pay.
- (i) Employees shall not be called back to work while on an approved scheduled vacation except for emergency work. If an employee is called back to work during their scheduled vacation time, they shall receive equal compensatory time for the vacation time lost.
- (j) The Town Manager is authorized to provide additional annual vacation days when negotiating with a potential new hire in order to provide vacation leave benefits commensurate with the potential new hire's past work experience which the employee brings to their assignment, not to exceed fifteen (15) days. The Town Manager will notify the Union of any such deviation that may occur.

## 16.2 Personal Leave

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

## 16.3 Funeral Leave

The Town shall grant three (3) consecutive days with full pay in the event of a death in his/her/their immediate family, defined as current spouse, child, parent, sibling, in-laws, grandparent, grandchild, step-child or any relative who resides in the same household with the employee. Up to seven (7) additional days may be taken as sick time.

#### 16.4 Jury Duty

An employee may be granted time off with pay to serve on a jury or as a court witness in accordance with state law. Proof of notification of jury service and notice of time served shall be submitted to the Department Head. An employee is required to report to work if, following dismissal from jury service, one half or more of a scheduled workday remains. If an employee is summoned during a critical work period, the Town may ask the employee to request a waiver from duty. An employee granted such leave shall reimburse the Town for any pay received from the court for serving as juror or witness.

#### 16.5 Military Leave

Employees will be granted military leave as applicable in accordance with state and federal law.

#### 16.6 Unpaid Leave

Leaves of absence without pay may be granted by the Town Manager or designee in accordance with Section 7.630 of the Personnel Rules and Regulations.

#### 16.7 Union Leave

- A. Special leave of absence with pay, not to exceed an aggregate total of four (4) days, shall be granted per fiscal year for authorized Union Representatives to attend conferences, institutes, or seminars sponsored or endorsed by the Union.
- B. Written request for such leave shall be submitted by the employee to his/her/their Department Head at least five (5) calendar days prior to the first day of such requested leave, and shall be accompanied by evidence satisfactory to the Department Head that the request has been approved by the Union.
- C. The Department Head may deny a request for a paid leave submitted under this section if, in his/her/their opinion, the absence from duty of the employee during the period of requested leave would be detrimental to the best interest of the Town, because of operating requirements. Such leave shall not be unreasonably denied. The Department Head, within three (3) calendar days after receiving a request for leave under this section, shall notify the employee, in writing, of the granting or denial of such request. In granting any such request, he/she/they may require that the employee shall, upon his/her/their return to duty, show evidence of his/her/their attendance at the conference, institute, or seminar for which the leave was granted.
- D. It is recognized that an employee who is granted leave with pay under this section is granted such leave in his/her/their capacity as a representative of the Union, as distinguished from his/her/their service as an employee of the Town, and,

therefore, it is agreed that during the period of such leave the Town shall have no greater legal or other obligation to the employee absent from duty on authorized Union leave.

- E. The Grievant and/or local President or designee shall not suffer any loss in normal pay for participation in any grievance and/or labor relations matter.

Time off with full pay shall be granted for no more than three (3) employees for the purpose of contract negotiations with the Town when those negotiations occur during regular work hours.

## **ARTICLE 17**

### **EMPLOYEE GROUP INSURANCE**

17.0 The Town shall provide, for active employees and their dependents, the following insurance plans or their equivalent:

All Union employees will participate in the High Deductible Health Plan (HDHP) Savings Account (HSA) or Health Retirement Account (HRA), with the following premium cost shares:

Year 1 - Town contributes eighty-five percent (85%) of the premium cost and each employee contributes fifteen percent (15%) of the premium cost for his/her coverage.

Year 2 - Town contributes eighty-five percent (85%) of the premium cost and each employee contributes fifteen percent (15%) of the premium cost for his/her coverage.

Year 3 - Town contributes eighty-five percent (85%) of the premium cost and each employee contributes fifteen percent (15%) of the premium cost for his/her coverage.

The HDHP shall have an Annual Deductible of \$2000 for single/\$4000 for family.

The HSA will be funded by the Town as follows:

January 1, 2021 – \$1250 Single / \$2500 2-person or family

January 1, 2022 – \$1250 Single / \$2500 2-person or family

January 1, 2023 – \$900 Single / \$1800 2-person or family

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

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

**The following plan changes shall take effect 1/1/2023:**

For the HDHP & PPO: The Town will implement Prescription Management provisions modeled on the Managed Prescription 2 Program. Current employees hired prior to January 1, 2023 that are currently taking medication affected by this program will be grandfathered in.

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

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

17.0 (a) Part-time employees will be offered the above insurance options on a prorated basis consistent with their average hours per year worked.

17.1 If an eligible employee chooses to voluntarily waive insurance coverage, the Town will pay a total of two thousand dollars (\$2,000) in quarterly installments each year that the waiver is in effect. Only employees who are not covered under any Town-issued medical/dental insurance are eligible to receive the waiver payment.

17.2 Members of the bargaining unit and their eligible dependents who are covered by Town provided medical insurance shall be encouraged to choose generic drugs unless their physicians indicate, in writing, that non-generic drugs are medically indicated for the particular medical condition. Conditions and claims penalties of the applicable insurer's policy will be in effect.

17.3 Employees who retire from the Town with 10 or more years of service shall be eligible to continue their current health coverage, at group rates, at the employee's expense. The insurance available to such retiree will be the same as offered to active employees as may be amended from time to time in negotiations.

17.4 Employees shall be offered, at no cost to the employee, Group Life Insurance at twice the employee's earnings to the nearest \$1,000 of employee's earnings, to a maximum of \$250,000.

17.5 The Town shall provide, at no cost to employees, short-term disability insurance with a maximum benefit of \$500 per week.

17.6 The Town shall offer long-term disability insurance. Should the employee elect coverage, the Town shall contribute fifty percent (50%) of the cost and each employee

shall contribute fifty percent (50%) of the cost for his/her/their coverage. *(Must be full-time to be eligible.)*

**ARTICLE 18**  
**DEFINED CONTRIBUTION PLAN**

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

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

For full-time employees hired after (date of signing), after one year of employment, the Town shall contribute six percent (6%) and the participant must contribute at least 6% of his/her/their base earnings each year. The employee has the option of putting in between 6% and the IRS maximum allowable contribution. The maximum employee contribution amount will be governed by current IRS regulations. Once an employee selects a contribution percent, as stated in IRS regulations, the employee may not change his/her/their percent while employed by the Town of South Windsor.

For employees hired prior to (date of signing), those employees shall maintain their current benefit of after one year of employment, the Town shall contribute 12.07% and the participant must contribute at least 4.5% of his/her/their base earnings each year. The employee has the option of putting in between 4.5% and the IRS maximum allowable contribution. The maximum employee contribution amount will be governed by current IRS regulations. Once an employee selects a contribution percent, as stated in IRS regulations, the employee may not change his/her/their percent while employed by the Town of South Windsor.

18.2 Participants shall be vested in the plan on a prorated basis as follows:

After completing:

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

Note: Participants are always 100% vested for their personal contributions.

**ARTICLE 19**  
**SAVINGS CLAUSE**

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

**ARTICLE 20**  
**SCOPE OF AGREEMENT**

20.0 It is understood by both parties to this agreement that this Agreement is an expression of policies and procedures which will continue the good relations established between the Employer and the Union. The parties agree that this document contains the complete agreement between the Town and the Union on all negotiable items.

20.1 This agreement may be altered, or modified, only by mutual agreement of the parties, and neither party shall request or demand any provisions which will, in any manner, abrogate the understanding set forth herein.

**ARTICLE 21**  
**DURATION**

21.0 This Agreement shall become effective upon ratification and shall remain in effect until June 30, 2023.

21.1 Commencing on or about March 2023, the Town and the Union agree to negotiate over a successor Agreement.

FOR THE EMPLOYER:

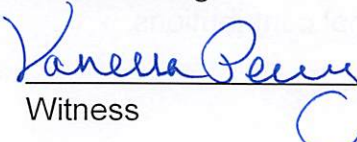
FOR THE UNION:

  
\_\_\_\_\_  
Town Manager

3/23/22  
Date

  
\_\_\_\_\_  
President

3/23/2022  
Date

  
\_\_\_\_\_  
Witness

3/23/22  
Date

  
\_\_\_\_\_  
Witness

3-23-2022  
Date

  
\_\_\_\_\_  
Signed: Staff Representative