

COLLECTIVE BARGAINING AGREEMENT

By and Between

Town of Winchester

and the



THE UNITED PUBLIC SERVICE EMPLOYEES UNION

**(Department Head Assistants, Secretaries, Receptionists and Clerical
Employees)**

July 1, 2021 to June 30, 2025

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PREAMBLE

This Agreement entered into by and between the Town of Winchester, City of Winsted, State of Connecticut, hereinafter referred to as the Town, and The United Public Service Employees Union hereinafter referred to as the Union/UPSEU, has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, more effective service in the public interest and establishment of rates of pay, hours of work, or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment as provided for in the General Statutes of the State of Connecticut.

ARTICLE 1 - RECOGNITION

Section 1.

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all department head assistants, secretaries, clerical employees, Animal Control Officer and the Public Safety Coordinator employed by the Town who work at least twenty (20) or more hours per week, excluding the executive secretary to the Town Manager.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1.

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 of the rights, powers and authority, responsibility and prerogatives of management of the affairs of the Town. Such rights include but are not limited to establishing reasonable standards of performance of its employees; determining the mission of a department and the methods and means necessary to fulfill that mission; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.

Nothing contained within this Agreement shall prohibit the Town from hiring part-time help to do bargaining unit work when the Town believes there are cost or efficiency savings to be gained from such hiring. Part-time help provision will only apply to the Tax Department, the Assessor's Department as well as the Office of the Town Clerk. Part-time help will only be permitted where the result of the hiring of such part-time help does not result in the layoff or reduction of regular hours of Bargaining Unit members.

Section 3.

Management shall have the right to conduct mandatory staff meetings between the employees and immediate supervisors at its discretion to review the employees' work.

ARTICLE 3 – DUES DEDUCTION AND UNION SECURITY

Section 1.

The Town agrees to deduct weekly dues and fees from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Town by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the last pay day of the current month after such deductions have been made.

Section 2.

Authorized deductions will be made on each payday for each employee.

Section 3.

In the event an employee receives no pay on the pay day on which Union dues are deducted, deductions shall be made from the next regular paycheck.

ARTICLE 4 - EMPLOYEE RIGHTS AND REPRESENTATION

Section 1.

Employees have and shall be protected in the exercise of the right, without the fear of penalty or reprisal, to join and participate in the Union. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative.

Section 2.

Three (3) members of the Union's bargaining committee, who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives, and the Union for the purpose of negotiating the terms of the contract or any supplements thereto including mediation, fact-finding and binding arbitration.

Section 3.

One (1) Union officer or representative, and the grievant, shall be granted leave of absence without loss of pay or benefits for necessary time required to process grievances and to participate in any grievance step as described in this contract or in any arbitration procedures consequent thereto, except that in the first step of the grievance procedure not more than one (1) officer, representative or grievance committee member shall be granted leave as described herein.

Section 4.

The Union shall keep the Town informed of any change in the roster of officers and representatives or stewards representing Bargaining Unit employees.

ARTICLE 5 - SENIORITY

Section 1.

Seniority is hereby defined as the employee's total length of service with the Town of Winchester in the clerical union, as the Animal Control Officer, or a Public Safety Coordinator. Seniority shall be considered broken and the employee shall forfeit all rights and benefits under the Agreement in the event of:

- (a) Resignation or separation;
- (b) Discharge;
- (c) Leave of absence for more than twelve (12) months;
- (d) Failure to return from an approved leave of absence unless the leave of absence is extended by the Town Manager;
- (e) Leave of absence for the purpose of working for another employer;
- (f) Layoff of more than eighteen (18) months;
- (g) Failure to report to work within fifteen (15) calendar days after recall from layoff.

An employee whose seniority is lost for any of the reasons outlined in this paragraph, shall be considered a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

Section 2.

New employees shall serve a probationary period of six months of employment during which they shall attain no seniority rights under this Agreement. During such probationary period, the employee may be terminated at the sole discretion of the Town for any reason whatsoever and in such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon satisfactory completion of the employee's probationary period, seniority shall date back to the original date of employment.

Days lost from work for any reason beyond five (5) workdays during the probationary period shall not be counted as employment for purposes of computing the probationary period.

Section 3.

Upon written request, but no more than once a year, the Town shall furnish to the Union a seniority list showing the length of service of employees in the bargaining unit. Unless mistakes are brought to the attention of the Town Manager within fifteen (15) days of the delivery of the list, the list shall be considered to be correct.

Section 4.

When a vacancy in the bargaining unit exists or new positions are created which are to be filled, the Town shall post such vacancy for a period of seven (7) working days and interested employees may make written application within the posting period. The senior qualified employee shall be given the first opportunity to fill a vacancy for which they are qualified. The determination of qualification for the job shall be made by taking into account such factors as the skill, ability, knowledge, and experience of the employee. In the event there are no qualified applicants, the job may be filled from outside available sources. Any employee moved to any job under the above procedure shall serve an additional sixty (60) days probationary period during which time the Town, under its sole discretion, shall be able to return the employee to the former job and rate of pay in the event they fail to demonstrate the ability to do the job. In such case, the employee shall retain all seniority rights of his/her former job.

Section 5.

In the event of a reduction in force, all employees listed in Appendix A-1 shall be subject to layoff by classification where the reduction occurs. The employee being displaced shall have the opportunity to displace the least senior employee in the same or lower pay grade within the department providing the employee is qualified fully to perform all of the work available.

If the employee is unable to displace the least senior employee within the department, the employee shall have the opportunity to displace the least senior employee in the bargaining unit in the same or lower pay grade, providing the displacing employee is qualified to fully perform the work available.

Section 6.

In the event of a layoff, the Town shall notify UPSEU and the Union President that said layoff will take place. Included in said notice shall be the number of employees to be laid off, the date of layoff, and whether the layoff is to be short term or long term, if known. This notice shall not be given less than two (2) weeks prior to layoff whenever possible.

Section 7.

The order of layoff in the job classification(s) being reduced for employees covered by this Agreement shall be as follows:

- (a) Temporary or seasonal employees
- (b) Probationary employees, part-time before full-time
- (c) Regular part-time before regular full-time
- (d) Full-time with least seniority

In each instance of layoff, the employee displacing another must be able to do the job.

Recall

Employees laid off after successful completion of their probationary periods of employment will be eligible for recall to the positions which they are qualified to perform in the Labor Grade from which they were laid off, respectively, if such positions become available during their respective recall periods, according to the following terms and conditions:

- (a) an Employee's recall period will equal the length of his or her most recent period of employment in a bargaining unit position, up to a maximum of eighteen (18) months following the date of layoff.
- (b) recall will be in reverse order of layoff;
- (c) Employees eligible for recall must be qualified, in the reasonable judgment of the Town, to perform the work of the available position at the time of recall;
- (d) prior to posting a vacant position, the Town will mail recall notices to the laid off Employees who are eligible for recall to such position;
- (e) the Town's recall obligation will be fully satisfied by its mailing the recall notice to the last known address on its records;
- (f) Recalled Employees must report to work when scheduled or within ten (10) normal work days following the date of the recall notice, whichever is later.

ARTICLE 6 - NO STRIKE

No employee covered by the terms of this Agreement shall engage in any strike, slowdown activity or any other form of job action against the Town, or any of its officials, departments or agencies.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 1.

The regular work week for full-time employees shall consist of thirty-five (35) hours per week except Public Works Secretaries shall work forty (40) hours per week, scheduled over five (5) days per week, Monday through Saturday. The Town shall have the option to schedule an employee for one of the following with one (1) week advanced notice:

- Five days of seven (7) hours per day, with one (1) hour each day without pay allowed for lunch; or
- Five days, consisting of three seven-hour days with one (1) hour each day without pay allowed for lunch; one ten-hour day with either one (1) hour or two (2) half-hours without pay allowed for lunch; one four-hour day with no lunch break.

Currently, full-time employees scheduled to work thirty-five (35) hours per week are scheduled as follows: Monday and Tuesday – 7.5 hours worked with a ½ hour unpaid lunch break; Wednesday – 7 hours worked with a 1 hour unpaid lunch break; Thursday – 9 hours worked with a 1 hour unpaid lunch break; Friday - 4 hours worked.

An employee who works in excess of his/her regularly scheduled work hours up to and including forty (40) hours per week shall receive payment at time and one-half (1 ½) the straight-time hourly rate. For work performed in excess of forty (40) hours in a work week, an employee shall be paid time and one-half (1 ½) the employee's regular hourly rate of pay; sick time is not included in the calculation of forty (40) hours worked in a workweek. Attendance at Commission meetings outside the regularly scheduled work hours will be compensated in accordance with past practice.

Section 2.

The Animal Control Officer shall be assigned a work schedule of no less than twenty-five (25) hours per week. The scheduled hours and days of work for the Animal Control shall be determined by the Chief of Police based on the operational needs of the Town.

Section 3.

The Public Safety Coordinator will be assigned to work forty (40) hours per week and will be provided with a one-half (½) hour paid lunch break as well as a paid fifteen (15) minute break. The Public Safety Coordinator shall not leave the police department and shall remain on-call during both breaks.

Section 4.

All overtime must be approved in advance.

Section 5.

Overtime work shall be divided equally as far as practicable, by rotation on a seniority basis within the Department and classification requiring the overtime subject to the employee's classification and ability to perform the required work.

ARTICLE 8 - HOLIDAYS AND PERSONAL DAYS

Section 1.

The Town shall provide the following paid holidays for all employees of the Bargaining Unit:

New Year's Day	Memorial Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus' Birthday
Good Friday	Veterans' Day
Independence Day	Thanksgiving Day
Floating Holiday	Day after Thanksgiving
(Assigned by Town)	Christmas Day
	Employee's Birthday

If the Animal Control Officer or the Public Safety Coordinator is required by the Chief or his designee to work on Thanksgiving or Christmas Day, (s)he shall be paid two (2) times their regular hourly rate of pay for time worked on either holiday.

If the Animal Control Officer or the Public Safety Coordinator is required by the Chief or his designee to work on any of the other holidays listed above, (s)he shall be paid one and one-half (1 ½) times their regular hourly rate of pay for time worked on either holiday.

In the event any of the above-mentioned holidays falls on a Saturday, said holiday shall be observed on the preceding Friday; in the event the holiday falls on a Sunday, it shall be observed on Monday. In the event that employees are scheduled to work the Thursday nine (9) hour day followed by the Friday four (4) hour day schedule pursuant to Article 6, Section 1, and the above-mentioned holidays fall on a Friday or a Saturday, said holiday will be observed on the preceding Thursday commencing at 3:00 p.m. and continuing through Friday thus providing each employee with a full seven (7) hours off. In those instances, whereby the Town must maintain coverage within a department for the full nine (9) hour day on Thursday, employees within the department will rotate such use of the holiday within the following two (2) week period pursuant to past practice.

The Secretary/Office Assistant in Public Works shall observe the same holidays as the Public Works Bargaining Unit, not to exceed the maximum number allowed under this Agreement.

Section 2.

Employees who are off duty on any of the approved holidays by reason of sick leave shall not be charged for a sick day but will be paid for the holiday. Employees who are on vacation shall be granted an additional vacation day.

Section 3.

Each employee shall be granted, with pay, one (1) personal day per year which may be used for personal business at the option of the employee. Effective upon execution of this Agreement that expires on June 30, 2025, the Animal Control Officer and the Public Safety Coordinator shall be granted, with pay, one (1) personal day per year which may be used for personal business at the option of the employee. These days shall not be cumulative.

Section 4.

Upon retirement, death or termination in good standing, 100% of all personal days shall be paid to the employee or their beneficiary.

ARTICLE 9 - VACATION

Section 1.

Regular full-time employees of the Town, who have worked for the Town for one (1) year, shall be entitled to vacation with pay as of the employee's anniversary date of employment in accordance with the following schedule:

a. Six (6) months to one (1) year	Five (5) workdays
b. After one (1) year	Ten (10) workdays
c. After six calendar years	Fifteen workdays
d. After ten calendar years	Seventeen workdays
e. After twelve calendar years	Eighteen workdays
f. After thirteen calendar years	Nineteen workdays
g. After fourteen calendar years	Twenty workdays
h. After fifteen calendar years	Twenty-one workdays
i. After seventeen calendar years	Twenty-two workdays
j. After nineteen calendar years	Twenty-three workdays
k. After twenty-two calendar years	Twenty-four workdays
l. After twenty-four calendar years	Twenty-five workdays
m. After twenty-six calendar years	Twenty-six workdays

For employees hired prior to July 1, 1999, the cap on carry-over vacation days shall be fourteen days with two months prior notice. Two months prior notice will also be required for more than five days carry-over beyond the anniversary date. For more than fourteen days carry-over, two months prior notice and permission from the Town Manager is required.

For employees hired on or after July 1, 1999, the cap on carry-over vacation days shall be ten (10) days with two months prior written notice and approval by the Town Manager for more than five days carry-over beyond the anniversary date.

For employees hired on or after the signing of this agreement July 8, 2010, the cap on carry-over vacation days shall be five days with two months prior written notice and approval by the Town Manager.

Employees hired after November 16, 2016 shall be capped at twenty (20) vacation days after reaching fourteen (14) years of employment.

Section 2.

Each employee shall receive approval from his/her department head as to the particular days to be taken for vacation. Permission shall be obtained from the Town Manager or designee for vacation periods exceeding fifteen (15) consecutive working days.

Section 3.

The minimum vacation period which may be taken is one (1) hour increments.

Section 4.

If an employee dies while in the employ of the Town or if they are terminated in good standing, the Town shall pay to the employee, or the beneficiary, pro rata vacation days less any vacation days expended.

ARTICLE 10 - FUNERAL LEAVE

Section 1.

In the event of the death of an employee's mother, father, mother-in-law, father-in-law, step-mother, step-father, sister, brother, step-child, step-brother, step-sister, grandparent, son or daughter-in-law, grandchild, brother or sister-in-law, or grandparent-in-law, or any member of the household regardless of relationship, an employee may have time off (not to exceed three days) without loss of regular pay. In the event of the death of an employee's spouse or child, an employee may have time off (not to exceed five (5) days) without loss of regular pay. Such days off shall not be charged to sick leave.

Section 2.

In the event of death of an employee's aunt, uncle, niece, nephew, or cousin, an employee may have one calendar day to attend the funeral without loss of regular pay. Such day off shall not be charged to sick leave.

ARTICLE 11 - JURY LEAVE

Section 1.

Any employee called to Jury Duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. The employee shall furnish the Town with a notice to serve and evidence of attendance.

ARTICLE 12 - FAMILY AND MEDICAL LEAVE

Section 1.

Accumulated sick leave shall be available and must be used during periods of an employee's disability under the Family Medical Leave Act (FMLA).

ARTICLE 13 - SICK LEAVE & GOOD ATTENDANCE

Section 1.

Each employee shall be allowed one (1) day per month sick leave with pay beginning the month of appointment. Any unused portion of sick leave shall accumulate from calendar year to calendar year to a maximum of 150 days. In all cases, where such sick leave exceeding three (3) working days is taken because of illness, bodily injury, or exposure to contagious disease or in cases of suspected abuse and with advanced notice, a certificate provided by the treating physician indicating the nature and extent of disability and probable duration of the disability must be submitted to the Department Head substantiating the reasons for the absence. When all accumulated sick leave credit has been exhausted, accrued vacation may be used to extend sick leave on request of the employee and authority of the Department Head and Town Manager.

Section 2.

Upon retirement, fifty percent (50%) of accumulated sick leave will be paid to the employee. Employees hired after September 10, 2018 will not be entitled to be paid accumulated sick leave upon retirement.

Section 3.

In the event of a critical illness or severe injury in the immediate family creating an emergency which requires the attendance or aid of the employee, as much as three (3) working days leave with pay shall be granted within the calendar year. Such leave shall be charged to either the employee's sick leave or vacation leave.

Section 4.

An employee shall notify the proper authority of his/her illness no later than one hour after normal time for reporting.

Section 5.

Employees in the bargaining unit shall be allowed to take and be charged for sick leave, earned leave or personal leave in increments of not less than one (1) hour. Employees taking one hour or less will still be charged as one hour. Leave beyond one hour shall be charged for actual time taken. Sick leave may be used for Doctor, Eye and Dental appointments that cannot be scheduled outside an employee's normal working hours.

Section 6.

Effective upon execution of this Agreement that expires on June 30, 2025, each non-probationary employee who works his/her regular schedule for fifty-five (55) consecutive calendar days shall be provided one (1) personal day with pay. Vacation days and holidays shall not interrupt the consecutive days worked; however, days missed from work due to Workers' Compensation leave shall interrupt the consecutive days worked.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1.

The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to ensure efficiency and employee morale, but without modifying the time limits specified herein.

Section 2.

A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

- (a) Discharge, suspension or other disciplinary action.
- (b) Matters relating to the interpretation and application of articles and sections of this Agreement.

Section 3.

Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized. No grievance settlement made as result of an individually processed grievance shall contravene the provisions of this Agreement.

- (a) Step One. Any employee who has a grievance shall reduce the grievance to writing and submit it within fifteen (15) working days of the date of the occurrence to the head of the department who shall use their best efforts to settle the dispute. The department head's decision shall be submitted in writing to the aggrieved employee and representative, if represented, within five (5) working days of receipt of the grievance.
- (b) Step Two. If no agreement is reached in the decision rendered by the head of the department, the employee or representative may submit the grievance in writing within ten (10) working days to the Town Manager. Within ten (10) working days after receiving such grievance, the Town Manager shall render his or her decision in writing to the aggrieved employee and the aggrieved employee's representative.
- (c) Step Three. If no agreement is reached with the decision rendered by the Town Manager, the Union may submit the grievance to arbitration to the Connecticut State Board of Mediation & Arbitration within fifteen (15) working days after receipt of the written decision of the Town Manager or if mediation services are used, within fifteen (15) working days after the conference with the State Mediator, with copy of the request to the Town. The Union shall inform the Town in writing of its action on the same day it submits an unresolved grievance for arbitration. The arbitrator(s) shall have no power to add to, delete from or modify in any way the provisions of this Agreement, and shall be bound by and must comply with all of the terms of this Agreement. The arbitrator's fee will be shared equally by the Town and the Union. The decision of the arbitrator(s) shall be final and binding.
- (d) Nothing herein shall prohibit either party from seeking mediation prior to arbitration. However, the party seeking mediation must file their request for mediation services within fifteen (15) working days after receipt of the written decision of the Town Manager at Step 2.
- (e) Time extensions beyond those set forth in this Article may be arranged by mutual written agreement of both parties.
- (f) Either party shall have the right to employ at their expense a public stenographer at step three of this procedure.
- (g) Either party shall have the right, at their expense, of choice of representation whenever representation is desired.

ARTICLE 15 - DISCIPLINARY ACTION

Section 1.

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

Section 2.

All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and Union at the time of the suspension or discharge.

Section 3.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay and discharge. Progressive discipline shall be applied when appropriate. No employee shall be disciplined without just cause. Progressive disciplinary action normally shall be followed in this order:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

All disciplinary actions may be appealed through established grievance procedures.

Section 4.

The Town shall, as soon as practical, notify the Union in writing of any discharge or dismissal, and the reasons for such action.

ARTICLE 16 - WORKERS' COMPENSATION

Section 1.

If an employee is absent from work because of an injury sustained in the course of the employee's work for which he/she is entitled to compensation under the Workers' Compensation Act, the Town shall pay to the employee the difference in the amount of the employee's regular salary and the amount of the Workers' Compensation payment received by the employee to a maximum of 90 days.

ARTICLE 17 – INSURANCE

Section 1.

The Town shall provide and pay for the following coverage options for all regular full-time employees in the bargaining unit and their dependents:

1. Effective July 1, 2014, a \$2,000/\$4,000 high deductible health care plan (the “HDHP Plan”) with a health savings account (“HSA”) feature will be offered to bargaining unit employees. In July 2014, the Town shall contribute sixty percent (60%) of the annual deductible into an enrolled employee’s HSA account. Thereafter, the Town shall make annual contributions in July in a lump sum into an employee’s HSA account for employees enrolled in the HDHP in the amount of fifty percent (50%) of the annual deductible. The HDHP Plan is described in summary form in Appendix A. Employees who choose to enroll in the HDHP plan must be enrolled, and remain enrolled, for the entire plan year. The Town’s contribution to the applicable deductible will be prorated for new hires based upon the month they become eligible for medical insurance.
2. Effective July 1, 2014, employees will have the option to “buy-up” to an Anthem Blue Cross Blue Shield Plan with the following co-pays: office - \$20; inpatient - \$100, ER - \$100; Urgent Care - \$25; outpatient - \$50; pharmacy – one month supply: 5/20/35 – mail-order: (10/40/70). A summary of the plan is attached as Appendix C. Specifically, employees who choose to enroll in the Anthem Blue Cross Blue Shield Plan shall contribute, on a pre-tax basis, the difference between the relevant premium associated with the Anthem Blue Cross Blue Shield Plan and the Town’s cost of the relevant premium associated with the HDHP.

For example, an employee has family coverage under the HDHP Plan and the monthly premium is \$2,121.34 plus \$157.82 for family dental coverage for a total of \$2,279.16 per month. The employee is contractually responsible for 16% of the total premium or \$364.67 per month. The Town’s monthly cost towards the premium is \$1,914.49. Further, the Town is contributing sixty percent (60%) towards the annual deductible of \$4,000.00 or \$200.00 per month. Therefore, the Town’s total cost per month for the HDHP Plan is \$2,114.49.

If an employee chooses to enroll in the Anthem Blue Cross Blue Shield Plan with a monthly premium of \$2,738.23 for family coverage plus \$157.82 for family dental coverage for a total of \$2,896.05 per month, the employee will be responsible to pay, by payroll deduction, the amount of \$781.56 per month (\$2,896.05 less \$2,114.49 (the Town’s cost per month for the HDHP Plan/Dental Plan.))

- 2a. The Patient Protection and Affordable Care Act (“PPACA”; Public Law 111-148) has set forth and codified under the Internal Revenue Code (“IRC”) §49801 the imposition of an excise tax related to employer provided health insurance

plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect on January 1, 2020. Due to this impact, if it appears that the plan(s) are going to hit or exceed the excise tax, the Town and the Union agree to reopen this Article on January 1, 2019 to negotiate the health insurance plan(s) that the Town will provide its employees. The Town and the Union agree that if they do not reach an agreement by July 1, 2019, binding arbitration will be initiated.

3. Anthem Blue Cross Blue Shield Full Service Dental Plan, without riders.

4. Effective upon execution of this Agreement that expires on June 30, 2025, each employee enrolled in the HDHP shall be required to contribute nineteen percent (19%) of the premium costs for individual, dependent or family coverage of the HDHP and Dental Plan. The remainder of the premium cost shall be paid by the Town. Effective July 1, 2023, each employee enrolled in the HDHP shall be required to contribute twenty percent (20%) of the premium costs for individual, dependent or family coverage of the HDHP and Dental Plan. The remainder of the premium cost shall be paid by the Town. Effective July 1, 2024, each employee will continue to pay twenty percent (20%) of the premium costs for individual, dependent or family coverage of the HDHP and Dental Plan and the remainder of the premium cost shall be paid by the Town.

Employee contributions shall be made pursuant to the terms of the Town Section 125 Plan.

Section 2.

Upon notification and explanation to bargaining unit members of the effective changes, the Town may change or alter insurance plans and/or insurance carriers provided, however, that any substitute plan will offer substantially equivalent benefits and privileges provided by the plans in effect on the whole and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services.

Section 3.

Upon retirement and until the employee reaches age 65, employees may elect to continue any of the insurance plans, at the employee's expense, but at the group rate.

Section 4.

Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments in January and June. In order to receive such payment, an eligible employee must complete and submit a form provided by the Town indicating his/her

intent not to participate in the Town-provided insurance coverage, no later than June 1 of each year. Such employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Employer in writing:

Involuntary termination of the alternative health benefit plan coverage;

1. Ineligibility of the employee and/or dependent(s) under the alternative plan;
2. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
3. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the employee shall only receive a pro-rated portion of the waiver stipend provided under this section.

Section 5.

The Town shall provide \$50,000 of life insurance for each employee.

ARTICLE 18 - RATES OF PAY

Section 1.

Effective upon execution of this Agreement that expires on June 30, 2025, the Animal Control Officer and the Public Safety Coordinator on the payroll at that time, shall receive a two percent (2%) wage increase retroactive to July 1, 2020.

For employees on the payroll as of execution of this Agreement that expires on June 30, 2025, there shall be a 2.5% percent wage increase, retroactive to July 1, 2021.

For employees on the payroll as of execution of this Agreement that expires on June 30, 2025, there shall be a 2.25% percent wage increase, retroactive to July 1, 2022.

Effective July 1, 2023, there shall be a 2.25% percent wage increase.

Effective July 1, 2024, there shall be a 2.5% percent wage increase.

The salaries and wages for the period of this Agreement shall be shown on the pay schedule attached to this agreement as Appendix A.

Section 2.

When the Town creates a new classification or extensively changes an existing job, the Town and the Union shall negotiate appropriate pay rates for such new or changed classification, upon request. Any disputes that may arise as a result of said negotiations shall be resolved through binding interest arbitration in accordance with the Municipal Employee Relations Act (MERA).

Section 3.

Upon reaching the highest step in their job classification employees shall be given an annual bonus of one (1) percent of their annual gross salary. Said bonus will be paid on or about June 30th of each calendar year. Employees hired after November 16, 2015 shall not be eligible for an annual bonus upon reaching the highest step in their job classification.

Section 4.

Upon the completion of any required certification each employee who receives any such certification shall receive an annual stipend of \$200 per certification. Employees shall not be entitled to an annual payment for more than one stipend. Employees hired after November 16, 2015 shall receive one annual stipend of \$200 upon the first certification received and shall not be entitled to an annual stipend thereafter.

Section 5.

Each employee who successfully completes any course/class required by the Town of Winchester shall receive a stipend of \$100 per course.

Section 6.

When an employee is temporarily required to assume the job duties of another employee in a higher classification, who has left employment with the Town or who is on a medical leave of absence, in addition to her/his job duties, for more than fifteen (15) consecutive workdays, (s)he will be paid at the hourly rate of the higher classification based upon her/his step in her/his current position, and will remain at that hourly rate until (s)he is no longer required assume the additional job duties of the higher classification.

ARTICLE 19 - GENERAL

Section 1.

The Town agrees that it will not subcontract work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so.

Section 2.

The Town shall provide bulletin board space for the Union for the posting of notices concerning Union business and activity.

Section 3.

The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

Section 4.

Bargaining unit employees shall be paid weekly and/or by direct deposit. The Town shall have the right to implement a biweekly payroll. In such event, the Town shall give the Union and employees at least sixty (60) calendar days' notice of the change from weekly to biweekly pay.

Section 5.

If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 6.

There shall be no alteration, variation, nor amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

Section 7.

If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of this Agreement, the Agreement shall prevail during the term of this Agreement.

Section 8.

When an employee is required to use their own motor vehicle to perform Town business, they shall be reimbursed at the current IRS rate per mile traveled, and shall be compensated for all hours worked in connection with any Town business upon approval of written request by the Town Manager.

Section 9.

Any employee who is required by the Town to attend any training or conference shall be reimbursed reasonable expenses associated with said training or conference.

Section 10.

No non-bargaining unit employee shall be used to perform bargaining unit work, until and unless no bargaining unit employees are available or willing to work.

Section 11.

The Town and the Union shall cooperate in matters of safety, health, and sanitation affecting the employees.

Section 12.

Whenever there is a conflict between this Agreement and the Personnel Code, this Agreement shall prevail.

ARTICLE 20 – RETIREMENT

Section 1.

Employees shall continue to be allowed to participate in the Town's Retirement Plan. The following amendments were effective thirty (30) days following ratification of the 1999-2002 contract:

- (a) The pension benefit formula shall be two percent (2%) per unit of credited service up to a maximum of seventy percent (70%).
- (b) Normal retirement shall be upon satisfaction of the Rule of 75.
- (c) Employee pension contributions shall be five percent (5%).

Employees hired after June 12, 2014, will not be eligible to participate in the Winchester Retirement Plan. Rather, the Town will provide these employees with the ability to participate in a defined contribution plan. The Town will set-up a defined contribution plan for these employees and will match employee contributions by one (1) percent for every percent of the employee's base salary contributed by the employee up to a total of six (6) percent of the employee's base salary for relevant fiscal year. If an employee's employment is terminated for other than just cause during the fiscal year, the employee shall receive a pro rata Town contribution based upon the number of full months of employment the employee completes during the fiscal year, subject to the vesting requirements set forth below. The defined contribution plan will have the following vesting schedule:

After one (1) year of employment – 20%
After two (2) years of employment – 40%
After three (3) years of employment – 60%
After four (4) years of employment – 80%

After five (5) years of employment – 100%

Employees will have the right to self-direct their contributions to the defined contribution plan from among the investment fund options offered by the plan selected by the Town.

Section 2.

The Town shall not make any contributions for the benefit of bargaining unit employees to any other retirement, savings, investment, incentive, or other financial plans.

**ARTICLE 21 - ANIMAL CONTROL OFFICER
AND PUBLIC SAFETY COORDINATOR**

Section 1.

The Town shall provide the Animal Control Officer with three (3) winter uniforms and three (3) summer uniforms, selected by the Town which shall be worn when on-duty. Such uniforms shall be replaced on an as-needed basis as determined by the Chief of Police or his designee. In addition, the Animal Control Officer shall receive up to a \$125 shoe allowance each fiscal year upon submission of an original receipt to the Finance Department.

The Animal Control Officer shall be subject to the terms of the Town's vehicle policy as the same may be amended from time to time.

Section 2.

The Town agrees to pay an assigned Public Safety Coordinator a stipend of two dollars (\$2.00) per hour during the time that prisoner watch is assigned to the Public Safety Coordinator.

ARTICLE 22– DURATION

Section 1.

This Agreement shall be effective upon execution and shall continue and remain in full force and effect through June 30, 2025. Successor agreements shall be entered into pursuant to the Municipal Employee Relations Act. The Town and Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of the date of signing. Only employees on the payroll as of the effective date of an increase to wages or benefits will be eligible for such increase.

Signature Page

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of this ____ day of _____, 2022.

TOWN OF WINCHESTER

BY Joshua Steele Kelly, Town Manager & CEO

**UNITED PUBLIC SERVICE EMPLOYEES UNION
DEPARTMENT HEAD ASSISTANTS, SECRETARIES, RECEPTIONISTS AND
CLERICAL EMPLOYEES**

BY Kevin Boyle, Jr., UPSEU President

BY David Perrotti, UPSEU Labor Relations Representative

BY Kathy Venezia, Local President

BY Kim Ahrens, Local Vice President

BY Pam Colombie, Negotiating Committee

APPENDIX A

TOWN OF WINCHESTER

CLERICAL UNION STEPS AND YEARS OF SERVICE

			Step 1	Step 2	Step 3	Step 4	Step 5
		Hire	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>	<u>4 yr</u>
3	7/1/2021	\$40,795.57	\$44,684.31	\$48,140.67	\$51,813.22	\$55,485.77	\$59,158.33
3	7/1/2022	\$41,713.47	\$45,689.70	\$49,223.84	\$52,979.01	\$56,734.20	\$60,489.39
3	7/1/2023	\$42,652.02	\$46,717.73	\$50,331.37	\$54,171.04	\$58,010.72	\$61,850.40
3	7/1/2024	\$43,718.32	\$47,885.67	\$51,589.66	\$55,525.32	\$59,460.99	\$63,396.65

			Step 1	Step 2	Step 3	Step 4	Step 5
		Hire	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>	<u>4 yr</u>
2	7/1/2021	\$36,263.27	\$39,523.04	\$42,782.82	\$46,042.40	\$49,302.18	\$52,561.95
2	7/1/2022	\$37,079.19	\$40,412.31	\$43,745.43	\$47,078.36	\$50,411.48	\$53,876.00
2	7/1/2023	\$37,913.47	\$41,321.58	\$44,729.70	\$48,137.62	\$51,545.74	\$55,222.90
2	7/1/2024	\$38,861.31	\$42,354.63	\$45,847.94	\$49,341.06	\$52,834.38	\$56,603.47

			Step 1	Step 2	Step 3	Step 4	Step 5
		Hire	<u>6 mos</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>	<u>4 yr</u>
1	7/1/2021	\$32,241.99	\$35,141.91	\$38,041.09	\$40,940.45	\$43,839.62	\$46,738.80
1	7/1/2022	\$32,967.44	\$35,932.61	\$38,897.01	\$41,861.61	\$44,826.01	\$47,907.26
1	7/1/2023	\$33,709.21	\$36,741.09	\$39,772.20	\$42,803.49	\$45,834.60	\$49,104.95
1	7/1/2024	\$34,551.94	\$37,659.62	\$40,766.50	\$43,873.58	\$46,980.46	\$50,332.57

Public Safety Coordinator

07/01/2020	\$52,058.55
07/01/2021	\$53,360.01
07/01/2022	\$54,560.61
07/01/2023	\$55,788.22
07/01/2024	\$57,182.93

Animal Control Officer

07/01/2020	\$27,126.11
07/01/2021	\$27,804.27
07/01/2022	\$28,429.86
07/01/2023	\$29,069.53
07/01/2024	\$29,796.27

Any member advanced or promoted to a higher classification shall be paid the next highest rate of pay, not less than one full step, over which he/she received at the lower classification.

After the first year, employees shall advance to the next step upon reaching their anniversary date of employment. Newly hired employees will be placed on the salary scale based on years of applicable experience but will not be placed higher than current employees with commensurate experience. Newly hired employees without applicable prior experience shall start at the hire rate.

APPENDIX A-1

CLASS THREE

Office Manager/Assistant to Finance Director
Assistant Town Clerk
Assistant to Data Processing and Purchasing
Assistant Assessor
Assistant Tax Collector
Secretary/Office Assistant Public Works
Executive Assistant to Chief of Police and Records Division
Assistant to Finance Director
Land Use Administrative Assistant
Building Department Assistant

CLASS TWO

Planning Secretary
Fire Marshal Secretary

CLASS ONE

Clerk

SEPARATE CLASS

Public Safety Coordinator

Animal Control Officer