RESOLUTION NO. 3706-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR AUTHORIZING THE TOWN MANAGER TO EXECUTE A SIDE LETTER AGREEMENT EXTENDING AND AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WINDSOR AND TEAMSTERS PROFESSIONAL AND SUPERVISORY UNIT ESTABLISHING COMPENSATIONAND WORKING CONDITIONS, AND EXTENDING THE MOU THROUGH JUNE 30, 2022

WHEREAS, the Town of Windsor ("the Town") has recognized the Teamsters Professional and Supervisory unit (hereafter "PAS") as the exclusive representative of certain employment classifications in the Town of Windsor; and

WHEREAS, the Town's representatives met and conferred in good faith with PAS representatives for the purpose of negotiating an extension and amendment of the MOU, applicable to employment classes represented by PAS; and

WHEREAS, the Town's representatives reached a tentative agreement with PAS on an extension and amendment of the MOU through June 30, 2022, and the tentative agreement has been ratified by the PAS membership; and

WHEREAS, the terms of the agreement are contained in a Side Letter agreement, which is subject to approval by the Town Council; and

WHEREAS, the Side Letter agreement meets with the approval of the Town Council.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Windsor hereby authorizes the Town Manager to execute a binding Side Letter agreement between the Town and PAS, as described in attached Exhibit A.

PASSED, APPROVED AND ADOPTED this 20th day of October 2021, by the following vote:

AYES:	**COUNCILMEMBERS FUDGE, LEMUS, VICE MAYOR REYNOZA AND MAYOR SALMON**
NOES:	**NONE**
ABSTAIN:	**NONE**
ABSENT:	**NONE**

SAM SALMON, MAYOR

ATTEST:

IRENE CAMACHO-WERBY, TOWN CLERK

Attachment:

- **Exhibit A** - Side Letter Agreement between Town and PAS

SIDE LETTER BETWEEN TOWN OF WINDSOR AND TEAMSTERS LOCAL NO. 856 (PAS GROUP)

RE: MOU EXTENSION THROUGH JUNE 30, 2022

This "Side Letter" between the Town of Windsor ("Town") and the Teamsters Local No. 856 (PAS GROUP or "PAS") collectively referred to as "Parties," is entered into with respect to the following:

A. WHEREAS, the Parties negotiated and entered into a Memorandum of Understanding (MOU) between the Parties for the period from July 1, 2015 until June 30, 2018;

B. WHEREAS, the Parties negotiated and entered into a Side Letter in 2017 to amend and extend the MOU through June 30, 2020;

C. WHEREAS, the Parties negotiated and entered into a Side Letter in 2020 to amend and extend the MOU through June 30, 2021;

D. WHEREAS, the Parties have met and conferred in good faith, and reached mutual agreement as described in this Side Letter.

NOW THEREFORE, the Parties agree as follows:

1. The term of the MOU is extended from June 30, 2021 to June 30, 2022; and

2. Effective July 1, 2021 the base salary for all represented classifications shall be increased by two and three quarters percent (2.75%); and

3. Effective the first full pay period after Council approval of this Side Letter, every member currently employed by the Town will receive a non-pensionable lump sum payment of seven hundred and fifty dollars ($750); and

4. The MOU is hereby amended to include the below new provision in Article 10:

   10.1(m) Any other day formally recognized by the Town Council as a holiday.

5. Article 11.1 and 11.2 are hereby replaced in their entirety with the following:

   11.1 Town Offices will be closed for an annual holiday break during the week of Christmas. For purposes of this section, the week of the holiday closure is the Sunday through Saturday that includes December 25. In 2021, the closure will be December 18 through December 25.

   11.2 Employees will be allowed to use the banked holiday hours accrued for holidays that occur during the week of the holiday closure to cover unpaid days off during the holiday closure. Employees will be required to cover any additional unpaid work days for the holiday closure.

6. The Town agrees to complete a total compensation study of PAS classifications using the comparator agencies previously-identified. The Town will share the completed results with PAS no later than January 14, 2022, unless the Parties agree otherwise.

7. PAS agrees to provide the Town with its affirmative proposals no later than two weeks after receipt of the Town's completed total compensation study, unless the Parties agree otherwise.

8. The Parties agree to meet to begin successor MOU negotiations no later than February 1, 2022, unless the Parties agree otherwise.

9. This Side Letter is subject to ratification by PAS and subsequent approval of the Town Council.

FOR THE TOWN OF WINDSOR

_____ _____

Ken MacNab Date

FOR TEAMSTERS LOCAL 856 (PAS GROUP)

_____ _____

Matthew Finnegan Date

_____ _____

Date

_____ _____

Date

_____ _____

Date

_____ _____

Date