RESOLUTION NO. 3713-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR RESCINDING RESOLUTION NO. 3700-21 AND APPROVING A SIDE LETTER AGREEMENT EXTENDING AND AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WINDSOR AND THE TOWN OF WINDSOR MANAGEMENT EMPLOYEES GROUP ESTABLISHING COMPENSATION AND WORKING CONDITIONS, AND EXTENDING THE MOU THROUGH JUNE 30, 2022

WHEREAS, the Town of Windsor ("the Town") has recognized the Town of Windsor Management Employees Group (hereafter "MEG") 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 MEG representatives for the purpose of negotiating an extension and amendment of the MOU, applicable to employment classes represented by MEG; and

WHEREAS, on October 6, 2021, the Town Council adopted Resolution No. 3700-21 approving a Side Letter agreement for extension and amendment of the Town's MOU with MEG through June 30, 2022. The agreement provided for a 2% salary increase effective July 1, 2021, a non-pensionable one-time lump sum payment of $1,500, and eliminates the holiday closure during the week of Thanksgiving; and

WHEREAS, on October 20, 2021, the Town Council approved Side Letter agreements for extension and amendment of the Town's MOU with the Teamsters Professional and Supervisory (PAS) and Windsor Employees Association (WEA) units though June 30, 2022. The agreements for both the PAS and WEA units provide a 2.75% salary increase effective July 1, 2021, a non-pensionable one-time lump sum payment of $750 and eliminates the holiday closure during the week of Thanksgiving; and

WHEREAS, after approval of the Side Letter agreements with PAS and WEA the Town's labor negotiators offered MEG the opportunity to restructure the Side Letter agreement approved by Town Council on October 6, 2021, and

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

WHEREAS, the terms of the agreement are contained in a Side Letter agreement, which issubject 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 resolves as follows:

A. This Resolution supersedes Resolution No. 3700-21, which is hereby rescinded.

B. The binding Side Letter agreement between the Town and MEG, as described in attached Exhibit A, is hereby approved.

PASSED, APPROVED, and ADOPTED this 3rd day of November 2021, by the following vote:

AYES: **COUNCILMEMBERS FUDGE AND LEMUS, VICE MAYOR REYNOZA, 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 MEG

SIDE LETTER BETWEEN TOWN OF WINDSOR AND THE WINDSOR MANAGEMENT EMPLOYEES' GROUP (MEG)

RE: MOU EXTENSION THROUGH JUNE 30, 2022

This "Side Letter" between the Town of Windsor ("Town") and the Windsor Management Employees' Group ("MEG"), collectively referred to as "Parties," is entered into with respect tothe 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 negotiated and entered into a Side Letter in 2021 to amend and extend the MOU through June 30, 2022, which was ratified by MEG and approved by theTown Council, Resolution 3700-21 on October 6, 2021;

E. WHEREAS, subsequent to approval of the 2021 Side Letter, the Town offered MEG newsalary increase and lump sum payment terms;

F. 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.

2. Effective July 1, 2021 the base salary for all represented classifications shall be increasedby two and three quarters percent (2.75%). This increase shall be implemented the first full pay period after Council approval of this Side Letter.

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).

4. The MOU is hereby amended to include the below new provision in Article 9:

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

5. Article 10.1 is hereby replaced in its entirety with the following:

   10.1 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 18through December 25.

   Employees must take the holiday closure unpaid or use accrued leave (employees cannotuse sick leave). Employees will receive holiday pay for any observed holidays occurringduring the holiday closure week; therefore, employees need not use accrued leave for those days.

6. This Side Letter fully replaces and supersedes the Side Letter approved with Resolution3700-21.

7. This Side Letter is subject to ratification by the bargaining unit represented by the Association and subsequent approval of the Town Council.

FOR THE TOWN OF WINDSOR

_____ _____

Ken MacNab Date

FOR THE WINDSOR MANAGEMENT EMPLOYEES GROUP

_____ _____

Kristina Owens