

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent", Local 506, SEIU, AFL-CIO, CLC (hereinafter the "Union"). The Town and the Union hereby agree as follows:

That a unique situation presently exists at the Colchester Water Department in regards to the qualifications of the operation staff of the department in that there are two qualified and licensed Class IV Chief Operators on staff. Each of the individuals is capable of operating the system in accordance with the State of Connecticut Department of Health regulations, and have been conducting the efficient operation of the system acting as a team for an extended period of time without the necessity of a Water Department Supervisor overseeing the daily activities of the Chief Operators. This is due to the professionalism and commitment of the individuals to the Town water system and is overseen by the Director of Public Works.

It has been agreed to that the present operational organization is to the benefit of the Town, the Union, and the customers of the Colchester Water system. In conducting operations required to meet the regulatory requirements of a Public Water System, each of the Class IV Chief Operators have performed and will continue to perform duties that are additional to the present Job Description of Chief Operator. The Town will continue to honor the additional compensation of \$2.65 per hour added to their present rate of pay, set forth in the previous MOA on signed on 1/27/22 for the remainder of the 2023-2024 Fiscal Year. Furthermore, the additional compensation to the 3rd Class IV Chief Operator no longer employed by the town, set forth in the previous MOA signed on 1/27/22, shall be split evenly among the two remaining Class IV Chief Operators at a rate of \$1.325 per hour. This is to take effect on 3/31/23, the date they assumed the responsibilities of the 3rd chief operator that was placed on administrative leave.

Given the extended duration in which the department has operated in this manner without incident or adverse impacts to the quality of the service provided by the utility, the Town will run this department with the Chief Operators working under the supervision and direction of the Director of Public Works. Given the non-temporary nature of this decision, the Town will modify the Job Description for Chief Operator to include the additional work they are required to perform under the existing MOA. The additional \$3.98 per hour will be added to the wage rate of Plant Chief Operator 7-III upon acceptance of the of the modified job description by the Board of Selectmen. The town will consider no other offers of additional compensation as a result of this change in Job Description. Once this amount is applied to the wage rate, this MOA will be void.

The Town and Union Agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstance be used as any evidence in any negotiations, arbitration, or other proceedings between them.

MUNICIPAL EMPLOYEES UNION
"INDEPENDENT", LOCAL 506, SEIU

Theo Horesco
MEUI Staff Representative

Date:

TOWN OF OLCHESTER

Andreas Bisbikos
First Selectman

Date: