

AGREEMENT

**between
the**

CITY OF WATERBURY

**and
the**

WATERBURY CITY EMPLOYEES' ASSOCIATION

July 1, 2011 – June 30, 2013

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This Agreement is made effective as of the first day of July 2011, unless a different effective date for any specific provisions or section of this Agreement is specifically prescribed in that section, and this Agreement is made by and between THE CITY OF WATERBURY, CONNECTICUT, (herein after referred to as the “City”) and the WATERBURY CITY EMPLOYEES’ ASSOCIATION, (hereinafter referred to as the “Union”).

ARTICLE I **RECOGNITION**

Section 1. The City hereby recognizes the Union as the sole and exclusive bargaining agent for regular full-time employees and regular part-time employees employed by the City in the White Collar Division known as the Waterbury City Employees’ Association for the purpose of collective bargaining with respect to wages, hours and other conditions of employment. The term “employee” or “employees” as used in this Agreement shall refer only to those regular full-time and regular part-time employees who are included within the White Collar Division of City employment, which Division is defined in Section 2(c) hereof. The personnel described, and referred to, in Section 3 of this Article are not “employees” as that term is used in this Agreement.

Section 2. Definitions - The following definitions are applicable to this Agreement:

- (a) The phrase “regular, full-time employees” means those employees who are regularly scheduled to work 32.5 or more hours per week;
- (b) The phrase “regular, part-time employees” means those employees who are regularly schedule to work 20 or more hours per week and up to 32.5 hours per week;
- (c) The term “White Collar Division” as used in this Agreement shall refer to the positions (and the employees who occupy the positions) enumerated in Schedule A and Schedule A-1 attached hereto.
- (d) The terms “competitive division”, and “noncompetitive division”, “competitive position”, and “noncompetitive position” shall refer to those terms as used, and defined, in the ordinance entitled “An Ordinance Regarding Human Resources, Merit Selection and Civil Service” (the “City’s Civil Service Ordinance”), as may be amended from time to time, and the Civil Service Rules and Regulations promulgated pursuant to the City’s Civil Service Ordinance, as may be amended from time to time.
- (e) The term “in pay status”, as used in this Agreement shall be defined to embrace the following situation: An employee is receiving compensation (e.g. worker’s compensation or vacation pay or sick leave or other paid leaves) from the City.
- (f) The word “parties” shall be defined to mean the City and the Union.
- (g) The pronoun and/or possessive pronoun “he”, “his”, and “him” shall be defined to include, unless the context clearly indicates otherwise, the female gender. The term “spouse” shall include Civil Union Partners.

Section 3. A temporary employee is defined as an employee hired to fill a position designated by the City, in accordance with the Civil Service Rules and Regulations, as may be amended from time to time.

Section 4. Beginning on the effective date of this Agreement (hereinafter, "effective date") each employee who is a member of the Union shall be entitled to maintain his membership in the Union or to resign from membership in the Union. However, any employee who resigns his membership in the Union or any newly hired employee who elects not to become a member of the Union shall be required to pay the agency shop fee prescribed by Section 5 hereof. Any employee who has not resigned from the Union and any newly hired employee (subsequent to said execution date) who elects to join the union shall be discharged by the employer within thirty (30) days after receipt of written notice to the employee from the Union that the employee has failed to sign the dues deduction card described in Article II, Section 1, hereof. Any employee who resigns his membership in the Union or any employee (hired subsequent to said execution date) who elects not to become a member of the Union and who fails to sign the agency shop fee deduction card shall be discharged by the City within thirty (30) days after receipt of written notice from the Union that the employee failed to sign the agency/shop fee deduction card. The Union agrees to defend and hold the City harmless as a result of any action the City is required to take as a result of any written notice given it by the Union per the provisions of the two preceding sentences, provided the City has notified the employee prior to said employee's employment by the City, and obtained from such employee as acknowledgment, in writing, that the employee is subject to such conditions of employment.

Section 5. Agency Shop: Effective as of the said execution date and for the duration of this Agreement, employees of the bargaining unit who are not members of the Union shall be required, as a condition of continued employment, to pay an amount equal to the regular dues fees and assessments that a member is charged.

Section 6. The City, through the Director of Human Resources, shall continue to supply to the said Union, on a month-to-month basis, a list of all employees who are added to, or dropped from, employment with the City. Such addition or deletion shall be made to an original list of all employees; such list to be tendered by the Director of Human Resources at the time of the signing of this Agreement between the City and the Union, and, which list shall include those employees who are in the bargaining unit covered by this Agreement as of the date of execution of the Agreement.

Section 7. Whenever the City creates new positions, including seasonal and temporary positions, and the Union questions whether such positions belong in the White Collar Division, there shall be discussion among representatives of the City and the Union as to whether the position actually belongs in the White Collar Division.

ARTICLE II

DUES CHECKOFF

Section 1. On the effective date (see Article I, Section 4 for definition of same) and for the duration of this Agreement, the City agrees to deduct from the paycheck of each employee who is a member of the Union and who has signed an authorized payroll deduction card prior to, or subsequent to, the said effective date, a sum certified in writing, by the Secretary or other authorized official of the Union, to be Union dues, and the City shall also deduct from an appropriate paycheck of each employee who is not a member of the Union and who signed an

authorized payroll deduction care, subsequent to the effective date, a sum, as certified in writing by the Secretary or other authorized official of the Union - provided in Article I, Section 5 this to be an agency shop fee.

Section 2. These deductions shall be made monthly and delivered to the Union within a reasonable time.

Section 3. In the event that an employee receives no pay on the payday on which Union dues or agency service fees are scheduled to be made, arrearages shall be collected in the following week unless the Union and the City agree to an alternative repayment schedule.

ARTICLE III
SENIORITY, PROBATIONARY PERIODS,
VACANCIES, WORK FORCE REDUCTIONS, TRANSFERS, and PROMOTIONS

Section 1. Seniority, as used in this Agreement, is defined as the cumulative employment with the City in any capacity, subject to the provisions of Section 3 of this Article.

Section 1(a). In order that the provisions of Article IIIa may be implemented, if necessary, the City, through the Human Resources Department, shall annually prepare a list which lists cumulative service plus the service in each classification and in each department of each White Collar Division employee.

Section 1(b). These lists shall be simultaneously dated and posted on the bulletin boards and any employee who feels there is an error in his dates of employment as shown, must present his facts in writing substantiating his position within forty-five (45) days of posting. If no objection is raised within the forty-five (45) day time limit, the date for the employee shall be considered correct until the next annual posting.

Section 1(c). Expedited arbitration under this subsection shall mean that the matter shall be presented by the respective designees of the City and the Union, to a predesignated arbitrator, whose appointment shall be settled by July 1 of each contract year. There shall be no witnesses, nor shall there be a pre or post hearing briefs. The arbitrator shall receive all evidence offered by the parties, but the scope of said proceeding shall be limited to the issue of proper calculation of relative seniority. The parties shall ask for a bench decision, but the arbitrator may issue his/her opinion within 24 hours of presentation, if such additional time is necessary.

By electing this procedure, the grievant waives the right to present the question of seniority calculation in any other forum.

An employee who has been harmed (in the implementation of the provisions of Article IIIa, infra.) due to a seniority listing error which aids another employee may at any time rebut the validity of said list.

Section 2. Where a department consists of one or more bureaus, then, for the purpose of this Article the term "bureau" is synonymous with the term "department".

Section 3. Any employee hired or rehired for a regular position shall serve a probationary period of six (6) months, in pay status. The City may extend the probationary period in an amount up to the amount of lost time during the first 6 months. The City and the

union may mutually agree in writing to extend an employee's probation for up to an additional six (6) months.

During the probationary period a new employee will have no seniority entitlement and shall have no right or recourse to the grievance or arbitration provisions of this Agreement with respect to the termination from employment.

Section 4. In the event that a position has been reclassified upward as the result of an audit of the position, the provisions of the Civil Service Rules and Regulations, as may be amended from time to time, shall prevail.

Section 5. Vacancies in competitive positions shall be filled in accordance with Civil Service Rules and Regulations, as may be amended from time to time, including the holding of both open and promotional examinations.

Section 6. Any promoted employee (hereinafter called Employee A) failing to qualify in a new classification to which he has been promoted shall be returned to his former position; it being understood that employee B who was occupying employee A's former position is guaranteed his (B's) former position, and the bumping down process will proceed until a position occupied by a new employee is reached. The said new employee may be assigned to another position or his name may be replaced on an eligible list in the same ranking it previously occupied.

Section 7. All vacancies shall be posted on the Civil Service Department bulletin board and appropriate and timely notice shall be sent to the Secretary of the Union.

Section 8. During any fiscal year, no elimination of any position budgeted for such year shall be made without giving ten (10) days prior written notice to the President of the Union of the proposed elimination of said position.

Section 9. Seniority shall accrue during any/all periods of City service (see Section 1), but an employee shall not accrue seniority in any new "class" or "classification" until the completion of six months of initial City service or, completion of the promotional probationary period, whichever is applicable, after which situation seniority shall be retroactively computed.

Section 10. During the three (3) month promotional probationary period, an employee will continue to hold and accrue seniority in the classification from which he was promoted and in the event the position to which he was promoted is abolished during the probationary period, he will be returned to his former position with no loss of seniority. The City may extend the promotional probationary period in an amount up to the amount of lost time during such period. The City and the union may mutually agree in writing to extend an employee's probation for up to an additional six (6) months.

Section 11. If at the end of the Probationary Period the employee's performance in the new position is rated as unsatisfactory, he/she must be returned to the previous position held, or a comparable position, without loss of any benefits or seniority rights.

Section 12. An employee shall lose his seniority status in the event:

(a) He voluntarily terminates his employment with the City. However, if an employee is offered a transfer to another position because his normal work is terminated due to

its seasonal nature, such employee may refuse such transfer and have seniority and recall rights to his former position;

(b) He is discharged for cause, and such discharge is sustained; or

(c) He refuses recall while on layoff, except as provided in Article IIIa, infra, or fails to report to work to the position to which he is being recalled from layoff, within five (5) working days of the date he is directed to report to work in the recall notice of five (5) working days of the receipt of said notice, whichever date is later. Any employee must be given notice of recall by registered mail, with return receipt, or by personal service, and said notice shall also be given to the Secretary of the Union by ordinary mail. An employee is expected to give a prompt decision on an offer for recall and to notify the City of such decision. He shall have the time specified in the recall notice for reporting to work.

ARTICLE IIIa **LAYOFF**

Section 1. A layoff is defined as the involuntary, non-disciplinary separation of an employee from service because of the lack of work or other economic necessity or decision by the City to reduce the work force.

Section 2. If layoff is required, temporary, part-time, and seasonal personnel who occupy classifications, or lower classifications in the same classification series shall be laid off prior to employees within the same class or classification series. Probationary employees shall be laid off prior to any regular employees within the same classification.

Section 3. The City shall give the Union written notice of layoff, at least thirty (30) days prior to the proposed effective date of the layoff. Such notice shall state the reason for such action, and shall delineate the number of positions, within a classification, which the City proposes to eliminate.

Section 4. No employee shall be laid off if any other employee who was in the same classification, with less seniority, is retained. This provision shall not apply to the Union officials, enumerated in Article XIX, Section 1(a), who are deemed to have the highest seniority in their classification.

Section 5(a). In lieu of layoff, the Director of Human Resources may arrange to have the employee transferred to a vacancy in the same or comparable classification or to any other position which, in the judgment of the Director of Human Resources, the employee is qualified to fill.

Section 5(b). Within one week of the date of the receipt by the Union of the Section 3 notice of layoff, a committee of the Union and of the City (including the Director of Human Resources or his designee) shall meet to determine the names (and job titles) of any employees scheduled for layoff as a consequence of the Section 3 notice of layoff. The Director of Human Resources shall inform the Union of the results of the City's application of the provisions of Sections 4 and 5(a) hereof. If the scheduled layoffs cannot be effected solely by application of these sections, then the Human Resources Department shall notify the employee or employees who occupy the positions which are scheduled to be eliminated and these employees shall have two weeks from the date of such notification of layoff in which to exercise the bumping rights pursuant to the provisions of Sections 6 or 7 hereof.

Section 5(c). In the event of layoff, the employee shall be paid for accrued vacation, personal leave and accumulated compensatory time. The City may elect to make such payment in a lump sum in the next paycheck following the effective date of the layoff.

Section 6. In lieu of layoff, an employee may bump into an equivalent or lower class within the same classification series, within any other classification series which has been deemed comparable by the Director of Human Resources. The bumper shall be credited in such lower class with the total length of seniority previously gained in the class from which he or she is being laid off and shall bump the employee with the lowest class seniority in such lower class. An effected employee shall be placed at the closest step that does not exceed the rate of pay for the employee prior to the bump.

Section 7. If the said employee is unable to move (that is, bump) into an equivalent or lower classification by application of the formula prescribed in Section 6, then the said employee may move (that is, bump) to previously held lower position, in a different class, within the same, or another, department, provided that the said employee must have held that position in the department to which he/she is moving. This movement (that is, bumping procedure) shall be based upon the combination of the employee's seniority time in higher position(s) which the employee held and (that is, plus) the employee's seniority time in the lower position, classification into which he/she is moving (that is, bumping down to). An effected employee shall be placed at the closest step that does not exceed the rate of pay for the employee prior to the bump.

Section 8. Any employee displaced by the application of the formula prescribed by Sections 6 or 7 hereof may then exercise the same "bumping" rights based upon his/her individual seniority(ies) as set forth in this Article.

Section 9. Subject to the provisions of Section 11, the City shall not appoint any employee to any classification in which a layoff has occurred, or which has been impacted by bumping pursuant to said layoff, until all laid off (including those who are bumped or accepted transfer in lieu of layoff) employees eligible for rehire and qualified for the classification involved are offered reemployment in said class (classes as per the provisions of Sections 10(a) and 10(b) hereof.)

Section 10(a). An individual employee, who has exercised rights pursuant to this Article and who is subsequently reemployed in the class in which the reduction has occurred, shall be returned to said class at the salary he/she would be receiving had the layoff not occurred.

(b) An individual employee who is rehired after having been laid off shall be rehired at the grade and step which the employee had attained at the time of the layoff (subject to grade movement, if any, of the class pursuant to the provisions of the succeeding collective bargaining agreement(s)).

(c) In those situations where a laid off employee is recalled during the first two years following separation from service, said employee shall receive full credit for all sick leave that was accrued before his/her separation from service.

(d) In those situations where a laid off employee is recalled during the first 30 days following separation from service, said employee shall also be entitled to repurchase any/all

accrued vacation leave for which s/he was paid at the point of separation from service. Said repurchase shall be at the daily/hourly rate in effect on the date of return to service.

Section 11. Laid-off employees, or employees transferred in lieu of layoff shall have recall rights for a period of two complete years from the date of layoff, or for a period equal to their length of service with the City; whichever period is shorter, or transfer, if he meets the job and employment requirements of the laid off classification at the time of recall or rehire, as determined by the Director of Human Resources.

ARTICLE IV **HOURS OF WORK**

Section 1. The established work week for employees shall be five (5) days and shall be in substantial conformance with the hours listed in Column B of Schedule A and Column C of Schedule A-1, attached hereto. Prevailing practices of alternate work weeks equated to the five (5) day week schedule shall continue to be recognized as conforming to the established five (5) day work week. However, the City may, in its sole discretion, increase the hours for the regular work week or work day beyond those currently listed, provided the employees are compensated for the additional hours at their current hourly rate, up to a maximum work week of forty hours.

Section 2. The work schedule (starting and stopping hours) presently in effect for each department or bureau shall be continued, subject to change as follows:

Said work schedule shall be posted on Department or Bureau Bulletin Boards. Such posted schedules shall be considered as those applicable to such Department or Bureau. Changes in such schedules may be made by the City but such shall not become effective until such changed schedule is posted on the required bulletin board. The decision of the City to change work schedules shall not be arbitrary or capricious. If the Union objects to the institution of such changes in schedule, the following procedure shall apply:

1. Within seven (7) days of the City providing notice to the Union, the City and the Union shall meet to discuss the proposed change, the reason for the change and any concerns that the Union has regarding the effect of the change on employees.
2. If, following such meeting, the Union objects to implementation of the schedule change, the Union shall notify the City of the objection and the reason for the objection, in writing within two (2) days of the meeting referenced above.
3. The dispute over the schedule change shall be immediately submitted to expedited interest arbitration, to be conducted before an arbitration panel consisting of a City representative, a Union representative, and a neutral arbitrator who is mutually agreed upon by the City and the Union. The arbitration panel must hear and decide such dispute within seven (7) calendar days of the submission. Any review of the schedule change shall be limited to the issue of whether the City's decision to change the workweek schedule was arbitrary or capricious. The decision of the arbitrators shall be in writing and shall be binding upon the City and the Union. During the period required for arbitration, the change in schedule shall not go into effect.

4. Following the decision of the arbitrators, if there is a change in work schedule, the change shall be posted in the applicable Department or Division.

Section 2(a). Nothing herein shall prevent the City from temporarily changing work schedules to meet emergency situations, as determined by the Mayor.

Section 2(b). At the sole discretion of the City, any department may institute a flextime pilot program. The City shall notify the Union at least five (5) days prior to the implementation of a flextime pilot program. The decision to continue or discontinue such program shall be vested exclusively in the City.

Section 3. Premium overtime, which is defined to mean payment of one and one-half (1½) times the employee's regular straight time hourly rate, shall be paid to regular, full-time employees and regular part-time employees for each hour or portion thereof, worked in excess of eight (8) hours a day, or the number of hours in their regular workweek (but not less than 35). For the purpose of computing the payment of premium overtime, the phrase "hours worked" shall include only hours actually worked and hours for which the employee is on approved paid leave other than sick leave or workers' compensation/injury leave. It is agreed that the provisions of this Article or of this Agreement shall not be construed to permit the pyramiding of premium overtime payment. The City may, in its sole discretion, offer compensatory time off in lieu of overtime payments. Should an employee not be afforded the opportunity to utilize said compensatory time off within three (3) months after the time actually worked in which compensatory time was granted, such employee shall be paid for such compensatory time at the rate which would have been paid for the time actually worked. Such payment shall be made in the next paycheck.

Section 4. Any assignment of work beyond the employee's normal regularly scheduled hours in any work day or work week, other than in the case of a city-wide emergency condition, shall be made at least four (4) hours in advance by authorized personnel.

Section 5. Opportunity for premium overtime work shall be equally distributed among employees, by classification, within a Department, provided that some employees possess special skills such that they are qualified to perform certain overtime work and will be assigned such work regardless of the requirements of this section and such will not be considered for purposes of equalization. Each department shall keep a continuous record of the overtime worked or offered for each employee by classification, who has indicated an availability to work overtime. Such record shall be posted at least once a week. The opportunity for premium overtime work shall be offered to those employees who have indicated such availability to work overtime and who are qualified to perform such work when the overtime work is required. The granting of premium overtime work opportunity during any calendar year to a given employee (Employee A) who has more than twelve (12) hours of charged overtime work and of work at premium overtime rates in his overtime record, in excess of another employee (Employee B) in Employee A's classification and in Employee A's department shall entitle Employee B to payment, at premium overtime rates, for the hours worked by Employee A, provided Employee B had also expressed an availability to work overtime, was qualified to perform the overtime work and possessed any special skill required to perform the work, and was not offered the overtime work opportunity by the department head. An employee shall be charged in his overtime record with overtime work, for the purposes of this section, if such overtime work is offered to him but not accepted by him. No employee shall be charged for declining an overtime opportunity that occurs while he/she is on approved paid leave. An employee who has indicated his availability

for overtime work and who has been called shall be charged with the average overtime worked by employees in his classification for the instance he was not available.

The parties agree that a department head and Union representatives may agree to continue the present practice of utilizing a period of time greater than twelve (12) hours as the basis for entitling an employee (e.g. Employee B) for payment of worked premium overtime pursuant to the provision of this section. The parties further agree that in the event an employee is absent from work (because of the employee's exercise of his Article IX or Article X rights or because the employee is on leave without pay) on a given day on which, or during which, premium overtime work opportunity occurs, then, prior to that employee being reinstated on the premium overtime "call" list prescribed by this Section, he must report for work, and actually work, on his next regularly scheduled work day.

Upon request of the Union or the steward assigned to the Department or Bureau, the Department Head shall furnish to the steward a copy of the most recent record of overtime worked or offered, as described in the previous paragraphs.

Department heads shall review "overtime worked" at the close of each month. Should the Department Head determine that an employee has received in excess of twelve (12) hours more of overtime than other employees who would qualify for said overtime, then the Department Head shall assign overtime, to the exclusion of the employee who has already received such "excess" overtime, until all similarly qualified employees have received sufficient overtime to comply with this section. No grievance shall be ripe until thirty (30) days after the posting of the overtime list which indicates overtime disparity of greater than twelve (12) hours.

Section 5(a). Bargaining Unit Members who perform the duties of managing and supervising snow removal operations during winter weather events shall be called into duty before private snow removal contractors (plow and/or salt vehicles and personnel).

Section 5(b). A panel of specified employees shall be established weekly for possible call in or weekend assignment.

An employee summoned for emergency overtime work who refuses to come in without just cause shall be dropped to the bottom of the call-in overtime list. Employees refusing to report for a general emergency assignment without legitimate excuse shall be subject to discipline.

Section 6(a). Any employee who has completed his regularly scheduled work day and who has left his office or work station and who is then requested to return to work for a period of time which is distinct from and subsequent to the end of his work day (or any employee who has been so requested to work previous to the termination of his regularly scheduled work day) by his supervisor or department head and who so returns to work) shall be paid the greater of the following alternatives:

- (1) Four (4) times his regular hourly rate of pay regardless of the length of time he works after said recall; or
- (2) The actual hours worked, multiplied by the appropriate rate.

Section 6(b). When an employee, upon request of his supervisor or department head, reports to work prior to the commencement of his regularly scheduled work day, or continues his

work during the period immediately subsequent to, and extending immediately beyond, the termination of the employee's regularly scheduled work day, that employee shall be paid the actual time worked multiplied by the appropriate rate, but in no event less than one hour at his regular rate of pay.

Section 7(a). Employees shall be subject to standby duty for work related to their regular jobs or positions when a City-wide emergency is declared by the Mayor.

Section 7(b). Upon agreement between the Union and the affected department heads, selected employees shall be subject to a standby call, during selected seasons of the year, for situations or circumstances related to their work. For such standby call, employee shall be granted compensatory time-off, at a time determined by the department head, for each hour of standby call. Any employee, who has been notified by his department head that he is on standby call and who fails, without just cause, to report to work from standby, shall be subject to disciplinary action.

Section 7(c). No employee shall be involuntarily assigned to standby if another comparably qualified employee in the same department is available and willing to stand by in his/her stead.

Section 8. Civilian dispatchers or complaint clerks may exchange shifts, subject to the discretion of the Department Head or his/her designee. Regularly scheduled uniform personnel may work for dispatchers or complaint clerks in the Police and/or Fire communications center(s) prior to calling-in an off-duty employee to work on an overtime basis.

Civilian Dispatch and Telecommunicators, and Complaint Clerks shall consist of three distinct shifts and shall be set as follows:

1. A Permanent 3rd shift.
2. A Rotating 1st and 2nd shift.
3. Assignments shall be granted by seniority.
4. All 3rd shift employees shall have first option to positions on other shifts prior to hiring from outside the department.

ARTICLE V

MEAL ALLOWANCE

Section 1. Effective upon execution of this Agreement, meal allowances at the rate of six dollars (\$6.00) per meal shall be provided for those employees requested to work beyond their normal scheduled work hours, or who have been recalled to work subsequent to the end of their normal work day, who have been called in to work during a day that is not a normal scheduled work day for that employee.

Section 1(a). The meal allowance for the extra work, prescribed in Section 1 hereof, will be payable only if one of the following two pre-conditions are met:

(1) The employee had not been notified that he would be requested to perform the work in question at least eight (8) hours prior to the time that he was requested to perform the work in question; or

(2) The employee is on the job performing the extra work for at least four (4) hours.

Section 1(b). Meal allowances shall be paid on a uniform basis, to the extent feasible, on the next given pay day.

Section 1(c). In the event meals are furnished, no meal allowance will be paid.

ARTICLE VI

POSITION CLASSIFICATION AND WAGES

Section 1. Classifications covered by this Agreement are set forth in Column A of Schedule A and Schedule A-1, attached hereto. The pay rates for each classification are set forth in Schedules B1 through B2 for regular City employees (Schedule A classifications) and C1 and C2 for school year employees (Schedule A-1 classifications).

Section 1(a). When new classifications are established, or when existing positions are substantially changed, or when a position which is evaluated requires a change in pay grade, the notice of the pay grade assigned shall be given the Union, which may request negotiations concerning the pay grade into which the classification was categorized on the ground that the relative skills, education, or other factors are not comparable to those factors as found in other classifications in the same pay grade. The provisions of this section are not subject to the grievance and arbitration provisions of this Agreement.

Section 2. Modification of Pay Plan

(a) There shall be no step advancement for any employee for the duration of the Agreement, or any extension thereof.

(b) A Top Step Bonus shall be paid annually on January 1st, beginning one year after the employee reaches the top step of the appropriate pay schedule. Said payment shall be 2% of employee's base pay. Said payment shall not be in effect for the fiscal years that include January 1, 2010 or January 1, 2011.

(c) Promotions: An employee who is promoted shall be placed at that corresponding step in the new class which provides an annual raise of not less than 4.5%.

When an employee who is receiving the Top Step Bonus is promoted, the value of the TSB shall be added to the annual pay in the lower salary grade, and the minimum increase calculated thereon, unless movement from class to class shall place the employee at the top step of the class to which he/she is promoted.

Section 3. General Wage Increases.

(a) Effective July 1, 2011, there shall be no increase to the wage schedules in effect as of June 30, 2011.

(b) Effective July 1, ~~2007~~ **2012**, the base annual salary for all members of the bargaining unit shall be adjusted by a general wage increase of ~~1.5~~ **2%**.

Section 4. Employees shall be compensated in the range of the classification in which they normally work. If there is a lack of work, or a need for reassignment of work, as

determined by the Department Head, an employee or employees may be assigned to another classification, higher or lower, and paid accordingly.

Section 5. An employee assigned to a higher classification shall receive not less than \$30.00 additional per week or the minimum rate for that classification, whichever is greater. This section shall only apply after the employee has worked five (5) days in the higher classification within the previous three (3) years and provided that the said employee performs the work required by the job specifications of this said higher classification during the period of time that he is assigned to said higher classification. This section shall not apply to the situation where work in the higher classification is specifically required by the definition of the employee's regular classification, or where the employee is being given the opportunity to train for the higher classification.

Section 6. Any employee transferred (pursuant to the provisions of the Civil Service Rules and Regulations) for the convenience of the City to a position in a lower paying classification shall receive no reduction in pay. If an employee is transferred, in lieu of a layoff, to a lower paying classification, he shall receive the rate of pay closest, but not to exceed, the position to which he is transferred from.

Section 7. Any employee assigned to a lower classification as a result of the lack of work in his classification shall be reduced to the maximum pay rate for the new classification, after ten (10) consecutive days in the assignment in the new, lower classification, or he shall retain his old pay rate, whichever pay rate is lower.

Any employee who voluntarily requests to be demoted or transferred to (a) his former position or (b) a comparable one in which he has satisfactorily completed his working test period or (c) to a position in a lower pay grade (in which position the Director of Human Resources approves the employee's compliance with the specifications) shall, subject to the approval of the Director of Human Resources, be placed on that step in the pay range for the position to which he is demoted or transferred that he would have attained except for the period of time he held the position from which he was voluntarily demoted or transferred.

Section 8(a). Any employee working the second and/or third shift whose pay rate is expressed in dollars per hour shall receive, in addition to his regular pay rate, the following sums for such assignment to the second and/or third shift, respectively, second shift \$0.50 and third shift \$0.60.

Section 8(b). For the purpose of Section 8(a) hereof, the term "second shift" shall be defined to mean a scheduled tour of work which is scheduled to begin between 2:00 p.m. and 6:00 p.m. (that is the employee has been notified and informed that he is scheduled to work and must report for his work day between the hours of 2:00 p.m. and 6:00 p.m.); the term "third shift" is defined to mean a scheduled tour of work which is scheduled to begin between the hours of 9:00 p.m. and 1:00 a.m. The parties further agree that an employee who is normally scheduled to work either the second shift or the third shift shall receive the shift differential prescribed herein only if he actually works on that shift and shall not be paid the differential for periods of time in which he is otherwise in pay status but is not actually working. The parties further agree that an employee shall receive the shift differential prescribed by this Section only if he is regularly scheduled to work and does so work the second or third shift and shall not receive the shift differential in addition to any premium overtime pay in the event that he is regularly scheduled to work a given shift and then works overtime into another shift; the additional work performed on the "other shift" shall be paid in accordance with the premium

overtime requirements prescribed by Article IV hereof and based upon the employee's regular rate of pay and not upon the regular rate of pay plus a shift differential.

Section 8(c). Library employees who work to 9:00 p.m. on a given work day (or until the closing hours of the Library when the Library is open in the evenings; i.e., the Library is open subsequently to 7:00 p.m.) shall receive the second shift differential of \$0.50 per hour, as prescribed in Section 8(a) hereof, for working the "shift" which requires them to work until the Library closes in the evening, as aforesaid.

Section 9. Nothing in this Article shall be construed to apply to work performed by employees outside their regular working days or working weeks, such as, for example, office employees in the Park Department accepting work as cashiers at the golf courses in the evening or over the weekend. Work analogous to the illustration set forth above shall be compensated for at the applicable, functional rate, as has been done in the past. It is agreed that the work contemplated by this Section 9 shall not be compulsory. This section shall not be applied so as to deprive any employee of premium overtime work opportunity, or premium overtime payment.

Section 10. The City shall reimburse any employee, whose department head has authorized, in writing, the employee to use a private automobile while engaged in City business, in accordance with the most current IRS mileage reimbursement rate per mile for the use of a private automobile.

As a condition of employment, employees using a private automobile while engaged in City business, or those employees operating a City vehicles in the course of their employment, shall be subject to annual motor vehicle background checks and shall maintain valid operating licenses at all times. Said employees shall execute all required authorizations necessary for the City to conduct such motor vehicle background checks.

Section 11. Each employee whose job duties require the use of a private motor vehicle on the majority of his/her work days during the work year shall transmit to the Finance Office a copy of proof of Insurance covering the private automobile indicating the name of the insurance company and agent, and amounts of coverage for bodily injury in the amounts of at least \$100,000-\$300,000 and property damage liability in amounts of at least \$20,000-\$30,000, or a combined single limit of \$300,000. Failure of the employee to transmit said proof of Insurance to the City within thirty (30) calendar days of date of hire or within thirty (30) calendar days of renewal of the underlying liability insurance policy shall be grounds to terminate any right to reimbursement claimed and pending.

ARTICLE VII **HOLIDAYS**

Section 1. The following days are hereby designated as holidays and they shall be paid for, at the employee's normal rate of pay for one work day:

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

Section 1(a). To qualify for the above (Section 1) holiday pay, the employee must be in pay status for all regularly scheduled hours of work on the last scheduled working day prior to, and the first scheduled working day after the holiday, except where such work days are cancelled by the City or a department thereof. In any case in which the employee has exhausted his sick leave entitlement, but was otherwise in pay status during the week in which the holiday falls, a medical certificate attesting that he was sick on the scheduled work day(s) in question will be sufficient to entitle him to the Section 1 holiday pay. No employee shall be denied Holiday pay as a result of the exercise of the City's prerogative to close City facilities, call off or reduce the school day, due to weather extremities, governmental shutdown, facility problems or other extraordinary circumstances. Employees not working due to an authorized workers' compensation injury and receiving workers' compensation pay shall not be eligible for holiday pay.

Section 1(b). The holiday must fall on a regularly scheduled work day except:

- (1) Any holiday falling on Sunday shall be observed on the following Monday;
- (2) Any holiday falling on a Saturday shall be observed on the preceding Friday;
- (3) Employees working an irregular work week with scheduled days off on Monday through Friday inclusive shall be paid for any holiday falling, or being observed, on their scheduled day off provided they otherwise qualify under the provisions of this Article.

Section 2. Any employee working on any of the Section 1 holidays shall receive his full holiday pay, prescribed by Section 1 hereof plus premium overtime pay of one and one-half (1-1/2) times his regular hourly rate of pay for the actual hours worked.

In the case of any holiday celebrated pursuant to Section 1(b)(1) or Section 1(b)(2), supra, the premium pay described in this Section shall be applicable on both the actual holiday and the observation date. Nothing herein shall permit any given employee who works both the holiday date and the observation date to claim premium holiday payment for more than one of the dates worked.

Section 3. The provisions of Section 2 hereof to the contrary notwithstanding any employee accepting an assignment to work on a holiday who fails to report for such work without valid reason shall receive no holiday pay.

Section 4. If a holiday occurs during an employee's paid sick leave, he shall receive full holiday pay, prescribed by Section 1 hereof, for that day but the day shall not be charged against his sick leave allowance.

Section 5. If a holiday occurs during the employee's scheduled vacation, the date shall be treated as a holiday and not as a vacation day. Notwithstanding any provision to the contrary, this procedure will be considered as compliance with Article VIII(3).

ARTICLE VIII

VACATIONS

Section 1. For the purpose of this Article the phrases “vacation time off” or “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.

Section 2(a). *Accrual* - An employee shall accrue vacation leave in accordance with the following schedule:

(1) Employees hired between January 1 and June 30 of the calendar year shall accrue one (1) work week upon successful completion of the probationary period.

(2) On January 1 of the calendar year in which the aforesaid employee achieves one full year of employment through January 1 of the calendar year in which the employee achieves his fifth anniversary of employment two (2) work weeks per year.

(3) In the first full year of employment, an employee shall not be entitled to accrued vacation until the sixth month anniversary date, whereon, if all other conditions are met, the employee shall be credited with the accruals described in both (1) and (2) above.

(4) On January 1 of the calendar year in which the employee achieves his sixth anniversary of employment three (3) work weeks.

(5) On January 1 of each succeeding year (beginning with the calendar year in which the seventh anniversary of employment is attained) three (3) work weeks plus one (1) day per year until a maximum of twenty (20) days per annum is reached.

Section 2(b). Employees, with the approval of the department head and the Director of Human Resources, may defer up to one (1) week of vacation time from one calendar year to another. Vacation weeks which are deferred must be used within the next twelve (12) month period or they will be lost.

Section 2(c). If an employee is not able to use any or all of his vacation leave, due to City constraints as set forth by the department head and the Director of Human Resources, the employee shall carry over any unused vacation leave to the next year.

Section 2(d). All vacation leave shall be paid at the employee’s then current rate of pay.

Section 2(e). For the purpose of this Article, in the event that an employee is not in pay status for a period of time consisting of more than three months, on a cumulative basis, in any given calendar year, or is in pay status for such three months or more period of time solely because he is receiving Worker’s Compensation benefits from the City, then the time schedule prescribed in the above sub-paragraphs for earning vacation time off in the succeeding calendar year shall be reduced in accordance with the following formula: The number of months that the employee worked (consisting of 9 months or less) or was in pay status (except for the Workers’ Compensation days of in pay status exclusion of three months or more, as aforesaid) shall be the numerator and 12 shall be the denominator. This resulting fraction shall be multiplied by the number of days of vacation entitlement to which the employee is entitled in accordance with the

above sub-paragraph and the resulting product shall be rounded off to the next full day to determine this employee's vacation entitlement for the next succeeding calendar year.

Section 2(f). For the purposes of this Article an employee shall be in pay status in any given month provided that the employee is in pay status for at least four (4) hours each day for at least eighteen (18) working days of that month. In the event, however, an employee is scheduled to work less than eighteen (18) working days in a given calendar month, then for that month, for the purposes of this Article, he must be in pay status for at least four (4) hours each day for at least thirteen (13) working days of that month.

Section 2(g). Any employee who is regularly scheduled to work less than fifty-two (52) weeks in a year shall receive vacation time off based on a formula of the number of work weeks regularly scheduled for that employee (round off to the nearest multiple of five weeks) divided by fifty; which formula ratio shall be applied to the above schedule which is appropriate for the particular completed years of service in pay status.

Section 2(h). School personnel shall be entitled to utilize up to one week of accrued vacation leave during the school year with the approval of the Building Principal. The Building Principal's decision whether to approve or deny the use of accrued vacation leave during the school year shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 3. An employee shall be granted his vacation time off by seniority preference, throughout a calendar year, subject to the approval of the department head based on the demands of service to the City. Such determination shall not be arbitrary or capricious. For the prime summer vacation period (June 1 through Labor Day) requests for vacation time off must be received by the Department Head by the first day of April preceding said prime vacation period. Requests should be made by the employee to the department head at least one (1) week prior to the effective date of the request to take a lesser period of time as vacation time off. The aforesaid one-week "prior request" provision may be waived by the department head under exceptional circumstances.

Section 4. Employees shall not be called back to work while on vacation except for emergency work, as determined by the Mayor, and where they voluntarily agree to work.

Section 5. Notwithstanding the provisions of Section 4 any employee failing to report for work, should the City be declared a disaster area, shall be subject to discipline.

Section 6. When an employee's services are terminated by the City because of death, resignation, or otherwise, vacation pay shall be granted to such employee in accordance with the vacation entitlement earned by him as per the provisions of Section 2, sub-paragraphs b, c, d, or e hereof, plus any approved deferred vacation. Except as provided in Article IIIa, Section 5(c), the City shall make such payment not later than the next regularly scheduled paycheck following the effective date of termination.

ARTICLE IX **LEAVE PROVISIONS**

Section 1. For the purpose of this Article, sick leave is defined as follows: (a) the absence from work because of non service connected illness or injury; (b) absence from work for medical or dental treatment which cannot be scheduled during the employee's nonworking hours; or (c) the illness or injury of a member of the employee's immediate family (defined as

spouse, child, stepchild, parent, stepparent, or any family relation domiciled with an employee as a member of his/her family who is listed as a dependent for income tax purposes) that requires the employee's personal care and attention. Sick leave under subsection (c) above shall be subject to an absolute maximum of five (5) sick days in any calendar year. Sick leave shall be granted without loss of the employee's normal pay, to the extent of the employee's sick leave eligibility as prescribed by Section 5 hereof.

If a school employee is absent because of illness due to a communicable disease (e.g., mumps, measles, chicken pox, conjunctivitis, lice, impetigo, Fifth Disease or mononucleosis) traceable to contact made in school, the absence shall not be charged against his/her annual or accumulative sick leave.

Section 2. Special Leave

Maternity Leave shall be granted in accordance with applicable state and federal law.

Leave of absence pursuant to the Family and Medical Leave Act shall be granted in accordance with the City's FMLA policy dated November 2004, as may be amended from time to time. For those employees working a ten month schedule (education employees, public health aides, etc.) the "minimum required hours of work" threshold shall be reduced from 1250 hours to 1000 hours. Those employee must have worked at least 1000 hours during the twelve-month period immediately before the date when the leave is requested to commence. The amount of Family Medical Leave shall be prorated proportional to the work year. Said employees shall be entitled to 10 weeks of leave under the City's FMLA policy. All references in the City's FMLA policy to 12 weeks of leave shall be substituted with 10 weeks of leave for said employees.

Section 3. Parental Leave not to exceed five (5) days to be deducted from accumulated sick leave shall be granted to a parent of either sex in connection with the birth, adoption, or taking custody of a child; or the prenatal or postnatal care of a spouse.

Section 4. An employee injured in the course of, and in the performance of, his employment with the City per the Connecticut Workers' Compensation Act, shall for a period of up to one (1) year from the date of injury, be paid the difference between 80% of the employee's gross pay minus the amount he received as weekly compensation pursuant to the said Workers' Compensation Act. Employees will not accrue any sick leave benefits while on workers' compensation. If at any time during either the period of an employee's injury leave or thereafter, the City receives a medical report from a treating physician which states that the employee is permanently unable to perform the essential functions of his/her position, the City may terminate the employee from service following a pre-termination hearing. The Union may appeal such decision subject to an arbitrary and capricious standard. If, twenty-four (24) months from the date of the work related illness or injury, the employee is unable to return to full duty, the City may separate the employee from employment. The Union may appeal such decision subject to arbitrary and capricious standard.

Section 5. Employees shall be credited with sick leave eligibility, as hereinafter noted, for each complete calendar month in pay status with the City. Unused sick leave eligibility accrued in accordance with the formula prescribed herein shall be unlimited. The sick leave eligibility shall be as follows:

(a) For regular full-time employees one and one-quarter (1 ¼) working days for each complete calendar month in pay status;

(b) For regular part-time employees one and one quarter (1 ¼) working days per month for each complete calendar month in pay status;

(c) For the purpose of the Article, the phrase “complete calendar month in pay status” shall mean that the employee is in pay status for at least four (4) hours each day for at least eighteen (18) days in that month. In the event however, an employee is scheduled to work less than eighteen (18) working days in a given calendar month, then for that month, for the purposes of this Article, he must be in pay status for at least four (4) hours each day for at least thirteen (13) working days of that month.

(d) For use purposes only (and not for sick leave payout), regular full-time employees may accumulate up to a maximum of one hundred and eighty (180) days and regular part-time employees may accumulate up to five hundred and ninety (590) hours. Any full-time or part-time employee who has more than the applicable amount as of June 30, 2005 shall have his accrual amount frozen or red circled at the June 30, 2005 amount and shall not accrue additional sick leave unless his accrual drops below the applicable maximums set forth in this provision.

Section 6(a). In the event of retirement (as retirement is hereinafter defined) or death, an employee (or the employee’s estate) shall receive, as terminal pay fifty percent (50%) of his then accumulated sick leave, but in no event to exceed seventy five (75) working days for regular full-time employees and three hundred (300) working hours for regular part-time employees. For the purpose of this section, the phrase “retirement” shall mean retirement of the employees pursuant to the Pension Article of this Agreement. An employee or the employee’s estate shall receive his Section 6 terminal pay by either of the following methods:

1. Upon death, in a lump sum payment as soon as practicable after the employee’s death.
2. Upon retirement:
 - i. if \$10,000 or less, a lump sum payment immediately following retirement;
 - ii. if over \$10,000, the City shall pay in three equal installments, the first to be made immediately following retirement, and the remaining two installments to be paid on the first and second anniversaries of the initial installment payment.

Terminal pay as provided for above shall be given upon full normal retirement only if the employee has given the City written notice of his/her intention to retire at least twenty-one (21) days prior to the intended date of retirement.

Section 6(b). For the purpose of Section 6(a), the phrase “retirement” shall mean full normal retirement under the City’s Pension Ordinance, including the provisions of Article XVIII hereof, or, retirement, pursuant to the Social Security Law, so-called, for those employees who entered the City employment subsequent to their fiftieth year of age and who had ten (10) years of employment with the City as the date of their “Social Security Retirement.”

Section 7. An acceptable medical certificate signed by a licensed physician may be required of an employee by his department head to substantiate a request for sick leave for the following reasons:

- (1) Any period of absence consisting of more than three (3) consecutive work days;
- (2) To support a request for such leave during annual leave (i.e., during the paid vacation period prescribed by Article VIII, hereof);
- (3) The employee frequently or habitually exhibits a pattern of sick leave abuse, as determined in the sole discretion of the City, after the employee has been provided notice that the City suspects such pattern of abuse.

Section 8. An employee who has exhausted his sick leave may request in writing an advance of additional sick leave.

Such request will be reviewed by the employee's Department Head, the Director of Human Resources, and the Budget Director who will consider the employee's record as a whole, including his length of service and the use or abuse of sick leave privileges in the past. In no event shall advance sick leave credit be granted in excess of thirty (30) days for any one request. If such request is denied, it will be discussed with a designated representative of the Union.

Section 9. In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his immediate family. Such leave shall not exceed three (3) working days during the period commencing with the day of death and ending with the day of burial. For the purpose of this section, the phrase "immediate family" shall include the following: Spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandchild, grandmother, grandfather, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparents, foster parents, stepchildren, or any relative domiciled in the employee's household.

In the case of an aunt, uncle, niece, or nephew former legal guardian, foster parents/children, one (1) day of Funeral Leave to attend the funeral services of the said aunt, uncle, niece, or nephew, former legal guardian, foster parents/children (except those domiciled in the employee's home who shall be continued to be covered by paragraph one) shall be granted to the employee. For the purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

In no event shall employees be paid funeral leave for day upon which they are not scheduled to work.

If a death should occur in the "immediate family" outside of the State, an employee may take up to three (3) vacation or personal days in addition to the above funeral leave. If vacation and personal days have been exhausted, the employee may use up to three (3) sick days.

The City has the right to require documentation in order to determine eligibility for funeral leave.

Section 10. Educational leave, with or without pay, for a period of up to one (1) year may be granted to regular full-time employees for the purpose of taking courses directly related to the employee's work and of great benefit to the City government, as determined in the

discretion of the appropriate department head, appointing authority and the Director of Human Resources. In such cases, the employee must agree, in writing, to work for the City for a period of not less than twice the time granted for such leave. Such return-to-work by the employee shall commence at the expiration of the educational leave.

An employee may be granted educational leave without pay in excess of one (1) year and shall have his position held for him, subject to prior agreement between the affected employee and the Director of Human Resources (and/or the Director of Human Resources' representative) approving this educational plan and the employee agreeing to return to work for the City in his said position.

Employees on unpaid educational leave for any duration shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees, carrier permitting, provided the employee on educational leave pays 102% of the applicable cost of the plan during such leave. No other benefits shall be paid or accrued during such leave, but service shall accrue for purposes of computation of benefits based on length of service except for pension service.

Section 11. Each employee, who was an employee on each January 1st of the pertinent year shall be eligible for three (3) Personal Days within the calendar year subject to the demands of service as determined by the department head, provided the employee is an employee on the date of the Personal Day and provided further that he has satisfactorily completed his probationary period as a new employee. Any unused hours of personal leave may not be carried over to the following calendar year. A request for hours of personal leave shall be made by the employee to the Department Head at least one week prior to the date of the requested hours of personal leave, except when such advance notice is not possible, in which case the employee shall give as much notice as possible.

Employees hired after January 1st of any calendar year will receive a pro-rated amount of personal time. New hire probationary employees may utilize personal time at the sole discretion of the department head. Employees shall utilize personal time in units of one (1) hour increments.

The City may convert paid time off to a unit consistent with the operation of the City's recordkeeping and/or payroll system, as the same may be revised from time-to-time. The conversion of paid time off shall not result in diminution of an employee's paid time off.

Section 12. Civil Leave. An employee shall be given leave without loss of pay when performing jury duty, or when subpoenaed to appear before a court in connection with City business, except in cases in which the employee is the plaintiff.

In the case of jury duty, the amount of statutory juror's fee received by the employee shall be deducted from the pay due from the City.

The City has the right to require documentation in order to determine eligibility for jury duty pay.

Section 13. Military Leave: Military leave shall be granted in accordance with applicable state and federal laws.

ARTICLE X
GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be defined as a dispute between the City and the Union, or an employee and the City, involving an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement or unhealthy or unsafe conditions. The provisions of this Article shall be the exclusive remedy for any grievance as defined herein. Such grievance shall be processed as follows:

Step 1 - Within twenty (20) calendar days of the date upon which the alleged grievance occurred (or the date the grievant had actual or constructive knowledge of the alleged grievance), the grievant (i.e., the employee) shall present this grievance in writing to his Department Head, who shall make careful inquiry into the facts and circumstances of the grievant's complaint. The Department Head shall attempt to resolve the problem promptly and, in any event, shall inform the employee in writing of his decision and the reasons therefore within (10) working days subsequent to the receipt of the said written grievance from the employee.

Step 2 - If a grievant claims to be still aggrieved, he/she or his/her authorized representative may present his/her grievance to the Director of Human Resources or his designee, in writing within ten (10) working days of the receipt by the grievant of the decision of the Department Head in Step 1 hereof. The Director of Human Resources, or his designee shall, within fifteen (15) working days after the receipt by his office of the appeal to the said Director of Human Resources, hold a conference session if necessary to hear all the facts pertinent to the complaint. The Director of Human Resources shall cause to be forwarded to the grievant, with a copy to the Department Head, his (the Director of Human Resources') written decision including the basis for same, within seven (7) working days of the conclusion of the conference(s).

Step 3 - In the event that the grievance is not resolved as a result of the Step 2 procedures, the Union or City may request the State Board of Mediation and Arbitration to provide arbitration service; which request for arbitration service shall be made to the State Board of Mediation and Arbitration in writing, with copies to the other party, by certified mail, return receipt requested within ten (10) working days following the receipt of the Step 2 decision or the expiration of the time limits for issuing the decision. The City or the Union may have any grievance at the State Board of Mediation and Arbitration removed, within thirty (30) days from the date filing with same, to the American Arbitration Association or the Alternative Dispute Resolution Center. In the event either the Union or the City exercises its option to use the American Arbitration Association or the Dispute Resolution Center, the filing fees and arbitrator fees shall be borne by the removing party.

Section 2. The decision of the arbitrator, or of the arbitration panel, in Step 3 shall be final and binding on both parties. The fees of the arbitrator or the arbitration panel, if any, shall be borne equally by both parties, except where a grievance is filed with the American Arbitration Association or Alternative Dispute Resolution Center, in which case the filing fees and arbitrator fees shall be borne by the removing party.

Section 3. The authority of the arbitrator, or the arbitration panel, shall be limited to the interpretation and application of the provisions of this Agreement. The ~~said~~ arbitrator or arbitration panel shall have no authority to add to, or subtract from, the Agreement.

Section 4. The time limits specified herein for proceeding from one step to the next in the grievance procedure may be extended by mutual written consent at any step in the procedure.

This extension of the time limits shall not be construed to jeopardize the substantive rights of either party. In the event that the time limit prescribed in Steps 1 and 2 of the Grievance Procedure (as set forth in Section 2 hereof) is not substantially complied with because of the failure of the person, (who is required to make the decision at the step in question) to render his decision within the time limits prescribed, then the grievant may automatically process his grievance to the next step without waiting for the decision of the person, in the step in question.

Section 5. Nothing in this Article shall prevent or restrict the City, from filing and processing a grievance hereunder.

Section 6. Any regular employee who is demoted, suspended, or discharged may process a grievance by commencing the processing thereof in accordance with the procedures of Step 2 hereof. However, such an employee must file such grievance in writing within seven (7) working days of the effective date of such demotion, suspension or discharge.

Section 7. At Step 1 of the Grievance Procedure mechanism outlined in Section 1 hereof, the grievant, if he so requests, shall be accompanied by the grievant's Steward to the meeting with the Department Head or designee. If there is a Step 2 hearing, the Grievance Chairman, or the President of the Union, or his designee, may be present at the hearing or hearings if the grievant so requests. In the event an employee opts not to have Union representation at Step 1 or Step 2, it is understood that there shall be no agreement which contravenes the terms and conditions of this Agreement.

Section 8(a). Prior to any decision to suspend, demote or discharge an employee, the Department Head or designee shall give the employee and the Union two workdays advance written notice of a pre-disciplinary meeting. Such notice shall include a statement of type of disciplinary action that is being considered by the City, the basis for the disciplinary action, and a specific time and place for the pre-disciplinary meeting. At the pre-disciplinary meeting, the employee shall be given an opportunity to respond to the allegations against him.

(c) If an employee fails to attend a pre-disciplinary hearing, or refuses to offer any explanation in support of his/her position, then the appointment authority may proceed with the disciplinary action as set forth in the notice.

Section 9. Written notice of a suspension of more than one day, discharge or termination shall be delivered to the employee either (a) in person or (b) by certified mail and (c) by delivery to the Union President within twenty-four (24) hours of the written notice to the employee. Such written notice shall specifically set forth the reason for such disciplinary action, the effective date and notice of the right to appeal pursuant to this Article X.

Section 10. The City has the right to discipline or discharge any employee for just cause.

Employees shall be subject to the City's Attendance Policy, as may be amended from time to time.

ARTICLE XI

PERSONNEL RECORDS

Section 1. No disciplinary or evaluative material shall be placed in an employee's file unless the employee has had an opportunity to read and sign the material. In the event the employee chooses not to sign, a Union official shall be required to sign such material

acknowledging receipt. Such signature merely signifies that he has read the material and does not necessarily indicate agreement with its content.

Section 2. The Union may have access to any employee's record upon presentation of written authorization by the appropriate employee.

Section 3. Written letters of reprimand will be removed from the employee's personnel file twenty-four (24) months subsequent to the issuance of the letter of reprimand provided there is no disciplinary action, including warning letters, taken against the employee during the said twenty-four (24) month period pertaining to a similar issue.

Section 4. When an employee seeks access to his personnel file, the employer shall provide time off, charged as work time, to travel to the office to examine the file or have the file or copies of its contents transferred to the employee's work site for inspection. Time off, with pay, for access to the personnel file shall occur not more than two times in one year. Total amount of provided time shall not exceed 3 hours in any one calendar year.

ARTICLE XII **SAFETY AND HEALTH**

Section 1. Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

Section 2. Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be presented immediately to the Board (or department head - in the event that the employee's Appointing Authority is not a Board or Commission) having jurisdiction. If the matter is not adjusted satisfactorily, it may be processed according to the Grievance Procedure.

Section 3. Helmets shall be furnished employees on jobs wherever overhead hazards are possible and foul weather gear shall be furnished whenever situations warrant it. In addition, thereto, first aid kits and water coolers shall be furnished for all traveling crews, upon application of department heads. Boots for foul weather use shall be available to employees whose work requires the use of such boots; said boots shall be stored, and available, at the Street Department.

Section 3(a). Except for employee supplied traditional tools of their trade, if necessary for an employee's work, the city shall furnish an employee, at no cost to the employee, any equipment, special clothing, shoes, or accessories mandated by O.S.H.A., or by City regulations or by the employee's Department Head.

Section 4. The City agrees that it is desirable that employees who have regular contact with the public be identifiable. All Department Heads will be requested to review the most effective and economical method of providing such identification and to propose expenditures for implementing their recommendations in future budgets.

Section 5. Failure to comply with the provisions of Section 3 hereof shall be adequate grounds for the filing of a grievance commencing with Step 2 of the Grievance Procedure.

Section 6. Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules or of the Occupational Safety and

Health Act, the matter shall be considered immediately by the department head. If the matter is not adjusted satisfactorily, a grievance may be processed according to the Grievance Procedure.

ARTICLE XIII
PRESERVATION OF EMPLOYEE AND
MANAGEMENT RIGHTS

Section 1. The parties recognize that the City retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement. Such rights shall include, but are not limited to, the following:

(a) the right to prescribe and enforce reasonable work rules, establish and/or change the pay period and pay days for employees;

(b) the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized; provided that the City shall give employees at least two (2) weeks notice of a change in their work hours, except in the case of an emergency;

(c) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification);

(d) the right to assign the work location of an employee;

(e) the right to create job descriptions and revise existing job descriptions as deemed necessary;

(f) the right to maintain discipline and efficiency establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any;

(g) the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;

(h) the right to discontinue services, positions, operations or programs in whole or in part.

(i) the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;

(j) the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively or expeditiously as a result of such action.

These rights, responsibilities and prerogatives are inherent in the City by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding.

Section 2. In the event that the City decides to exercise its right to subcontract bargaining unit work that will result in lay offs, the City shall require in its request for proposals or bids on such work that the contractor:

- (a) offer available work, to bargaining unit employees who are qualified to perform the work;
- (b) recognize and bargain with the Union over the terms and conditions of employment for bargaining unit employees who are hired;
- (c) pending completion of negotiations with the Union offer to bargaining unit employees hired a package of wages and benefits (other than pension benefits) that is comparable as a whole to that provided by the City prior to the subcontracting.

This provision may be reopened in the event that its provisions have impeded the City's management right to subcontract work as provided in Section 1. If the parties cannot reach agreement, the dispute shall be subject to interest arbitration.

Section 3. The parties recognize that the City retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XIV **INSURANCE**

Section 1. The current medical, prescription and dental plans shall remain in effect until June 30, 2012. Effective July 1, 2012, or as soon as practicable thereafter, the City shall provide and continue in full force and effect the insurance programs described below. Except as otherwise provided below, each employee shall be eligible to elect for him or herself, spouse and eligible dependents, in the following healthcare options effective the first of the month following his or her date of hire and during the City's open enrollment period(s): medical insurance plans during an open enrollment period of 30 days. For the purposes of this Article, an "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code, as may be amended from time-to-time, shall be solely responsible for any resulting taxes and related charges, and shall hold the Board and the City harmless from any costs in connection with the provisions of such benefits.

- (a) Each employee shall have the option to enroll in one of the following medical insurance plans:

1. The Century Preferred Managed Care Program with the following co-payments:

- \$25 for all office visits
- \$100 for emergency room/urgent care
- \$200 for outpatient surgery
- \$300 inpatient hospitalization

There is an unlimited lifetime maximum benefit for in-network providers. For out-of-network services, there shall be an annual deductible of \$400/800/1,200 for individual, two person, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/8,000/12,000 respectively for individual, two person, and family coverage. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$1,600/3,200/4,800 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

2. The Blue Care POS Plan with the following co-payments:

- \$25 for all office visits
- \$100 for emergency room/urgent care
- \$200 for outpatient surgery
- \$300 inpatient hospitalization

There is an unlimited lifetime maximum benefit for in-network providers. For out-of-network services, there shall be an annual deductible of \$400/800/1,200 for individual, two person, and family coverage with subsequent coinsurance of 30% on covered expenses of up to \$4,000/8,000/12,000 respectively for individual, two person, and family coverage. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$1,600/3,200/4,800 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the allowable maximums. The program includes managed benefits with a 25% professional penalty imposed if guidelines are not followed. There is an unlimited lifetime maximum benefit for in-network providers.

3. The Blue Care POE Plan, with services limited to network providers; out-of-network services are not permitted. The following co-payments apply:

- \$15 for office visits; \$25 for visit to a specialist
- \$100 for emergency room/urgent care
- \$200 for outpatient surgery
- \$300 inpatient hospitalization

Prior authorization is required for certain services.

There is an unlimited lifetime maximum benefit for in-network providers.

Prescription Drug Benefits.

1. Employees who enroll in the Century Preferred Managed Care Program shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$15 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating pharmacies, the plan pays 70% of the Anthem allowance. The annual maximum benefit is \$1,000.00. Should a participant exceed the annual maximum benefit amount set forth herein, coverage above the maximum shall be governed by co-insurance and out-of-pocket maximums set forth in the Century Preferred Managed Care Program above.

2. Employees who enroll in the Blue Care POS Plan shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$15 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. For non-participating pharmacies, the plan pays 70% of the Anthem allowance. The annual maximum benefit is \$1,000.00.

3. Employees who enroll in Blue Care POE shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$10 for generic drugs, \$15 for listed brand name drugs, and \$25 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. The annual maximum benefit is \$1,000.00.

Dental Plan. Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Anthem Anthem Flex Dental Plan 2. The following shall apply to this plan:

- 100% coverage for preventive services and 50% coverage for basic services.
- A deductible of \$50, \$100, or \$150 respectively shall apply for individual, two person, or family coverage.
- A calendar year maximum of \$1,000 per participant.

Dental coverage may not be elected independent of the City's medical coverages.

Premium Cost Sharing. Employee premium cost sharing shall be by payroll deduction and shall be as follows:

- a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and the eligible dependents of the employee who meet the criteria set forth in the insurance carrier's plan description:

Century Preferred	20%
BlueCare POS	12.5%
BlueCare POE	5%

- b. Prescription. Each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent for the coverage of the employee and the eligible dependents of the employee.
- c. Dental. Each employee who is enrolled in the dental plan shall pay 20% of the premium cost share or premium equivalent for the coverage of the employee and the eligible dependents of the employee.
- d. The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such plan(s) as are required to allow employees to elect participation in:
 - (1) a flexible spending account, with a five thousand dollar (\$5,000) per year limit on medical expense reimbursements; and/or
 - (2) a dependent care assistance plan with a five thousand dollar (\$5,000) per year limit.

These plans shall be established and administered in accordance with Internal Revenue Code requirements.

If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the other's plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on re-enrollment as the administrator requires and are permitted by law.

Section 2. Effective July 1, 2006, the City shall provide, without charge to the employee, life insurance coverage in the amount of two (2) times his annual base salary rounded up to the next thousand dollars.

In addition to the life insurance provided by the City, employees may purchase, at the employee's cost, supplemental life insurance coverage, subject to the following conditions:

- (a) There must be a sufficient number of employees showing interest in purchasing supplemental life insurance, as determined by the City's designated life insurance carrier. Such employee interest shall be determined during an open enrollment period. The open enrollment period shall be determined by the City; and
- (b) Supplemental life insurance shall equal the amount of the employee's annual base salary, rounded up to the next one thousand dollars (\$1,000).

Employees participating in supplemental life insurance coverage prior to the issuance of the interest arbitration award for this Agreement, shall have the right to continue such coverage throughout the life of this Agreement. Deductions from the employee's pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee's pay cycle.

The total amount of insurance proved by the City or purchased by the employee under this Article of the Agreement shall not exceed five hundred thousand dollars (\$500,000).

Section 3. Change of Carrier or Administrator of Plan(s). The City may elect to change insurance carrier(s)/administrator(s) for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not "comparable" to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union's notice of arbitration, by the ADRC in accordance with the ADRC's rules and procedures. The costs of arbitration shall be shared equally by the parties. The network of providers must be seventy-five percent (75%) of the current network. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; payment methods; plan documents, definitions and wording.

The City may change a carrier or administrator of a plan (medical, dental, prescription) once each contract year.

Section 4. Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

Section 5. The Union may institute and maintain a Sickness, Accident, and a supplemental Dental Plan. It is understood that the City will not be obligated for any portion of the premium.

Section 6. The City agrees to the Union instituting and maintaining a voluntary automotive group insurance plan. It is understood that the City will not be obligated to pay for any portion of any participating member's premium. The City further agrees to a payroll deduction of premiums (the frequency of which payroll deductions shall not be more than four (4) times a year) based on billings received by the City from the insurance company which the Union authorizes as the insurer of the said automotive group insurance plan. The City may, in its sole discretion, terminate such voluntary payroll deductions with 30 days notice.

Section 7. The City agrees to a direct deposit and payroll deduction plan for the Waterbury Firefighter Federal Credit Union and any other participating institutions.

Section 8. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses or eligible dependents, such subsidy shall belong exclusively to the City to the extent permitted by law.

Section 9. Employee Assistance Program. The City shall institute an Employee Assistance Program as soon as administratively practicable, not later than six (6) months after the issuance of the arbitration award.

Section 10. The City will continue to provide medical insurance to any active reserve military personnel during period of military activation of up to 270 days.

Section 11. Retiree Medical Benefits.

a. Employees hired on or after April 11, 2006.

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a full normal retirement, including, for purposes of this section, disability retirement, and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees, carrier permitting, provided the retiring employee pays 102% of the applicable cost of the plan. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 102% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan, provided the retiree pays 102% of the applicable cost of the plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 102% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

b. Employees hired after April 11, 1996, but prior to April 11, 2006.

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a full normal retirement, including, for purposes of this section, disability retirement, and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay the same premium cost share as active employees are required to pay pursuant to this Agreement or any successor agreement, as such may change from time to time; provided, however, that the amount of premium cost sharing for an employee who retires with a disability pension shall be capped at the dollar amount the employee paid in his/her last year of employment prior to the disability retirement.

Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan and the retiree shall be responsible 50% of the cost of this supplement plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 50% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

c. Employees hired on or before April 11, 1996.

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a full normal retirement, including, for purposes of this section, disability retirement, and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay the same premium cost share as active employees are required to pay pursuant to this Agreement or any successor agreement, as such may change from time to time; provided, however, that the amount of premium cost sharing for an employee who retires with a disability pension shall be capped at the dollar amount the employee paid in his/her last year of employment prior to the disability retirement.

Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide access to a Medicare supplement plan and the retiree shall be responsible 20% of the cost of this supplement plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 20% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

d. Employees hired prior to December 11, 1989.

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a full normal retirement, including, for purposes of this section, disability retirement, and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay:

(a) If enrolled in the Century Preferred (or its successor plan) at the time of retirement:

\$500 for an individual or couple
\$750 for a family

(b) If enrolled in BlueCare POS or POE (or their successor plan(s)) at the time of retirement:

\$350 for an individual or couple
\$500 for a family

Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide a Medicare supplement plan for the retiree and eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement, at no cost to the retiree. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

Employees eligible for this benefit must retire within one year of becoming eligible for a full normal retirement or lose eligibility for this benefit and be subject to the same retiree cost shares set forth in Section 11(c). Employees eligible for this benefit, who became eligible for a full normal retirement prior to July 1, 2011, must retire with a full normal retirement on or before July 1, 2012 or lose eligibility for this capped benefit and be subject to the same retiree cost shares set forth in Section 11(c).

Section 12. Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouses,

such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

Section 13. The City shall assume the full premium cost for \$3,000 life insurance coverage that is afforded to an employee at the time he ceases being an employee and becomes a retiree.

ARTICLE XV **LONGEVITY**

Section 1. Employees who were receiving longevity payments prior to the date of this Agreement shall continue to receive longevity payments with the amount frozen at the last longevity amount received. There shall be no further increases in any employee's longevity amount for the duration of his/her employment.

Section 2. No current or future employee who was not receiving longevity pay prior to the date of this Agreement shall become eligible for or receive any longevity pay.

No Such Provision

No Such Provision

Section 3. Longevity payments, as hereinbefore prescribed, shall be paid to white collar employees in their regular weekly paycheck on the first pay period of the month of December in each calendar year. The Parties agree that inclusion of the longevity payment in the employee's regular pay shall be subject to the normal withholdings and deductions and shall not be treated as a bonus.

ARTICLE XVI **NO STRIKE OR LOCKOUT**

Section 1. During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the City's operations by an employee or employees, nor shall there be any lockout by the City in any part of the City's operation.

ARTICLE XVII **SCHOOL SYSTEM EMPLOYEES**

Section 1. Because the work year, the work day and certain other conditions of employment of certain bargaining unit employees whose work in the Waterbury School System is geared to the school year require special considerations, the parties agree as follows:

a. Except as otherwise provided, particularly as set forth in Section 2 of this Article, the work year and work week for school system employees shall be those set forth in Schedule A-1 attached hereto. The normal work day for such employees shall equal the number of normal work hours per week divided by the number of days per week the employee is regularly scheduled to work. For paraprofessionals/aides except public health aides, school and bilingual, hours of work may be scheduled as follows:

Paraprofessionals may be required to report to work one-half hour (1/2) before the opening of school or may be required to work one-half (1/2) hour after the close of school. The building principal shall provide advance notice regarding whether he shall be required to report to work one-half (1/2) hour before the opening of school or one-half (1/2) hour after the close of school. If the paraprofessional's work day exceeds the set work day, whether by the building

principal's request, school field trip, or special circumstances, the employee is to be compensated pursuant to the provisions of Article IV, Sections 6(a) through 6(c) of this agreement.

For public health aides, school and bilingual, starting and stopping hours shall be determined by the Director of Nursing in accordance with the various hours of school.

School principals may extend the work day schedule for ten month school secretaries by up to thirty (30) minutes prior to the start of the school day and up to thirty (30) minutes after the end of the school day.

b. Paid lunch time shall be as follows:

<u>Classification</u>	<u>Paid Lunch Period</u>
School Sec. - K-5	20 minutes
School Sec. - Middle School	“ “
School Sec. - High School	“ “
Clerk Typist II - All Schools	“ “
Public Health Aide-School	“ “
Bilingual Public Health Aide	“ “
Paraprofessional	“ “
Library Assistant I & II	“ “
Dietitian	30 minutes
Cafeteria Manager	“ “
Attendance Counselor	“ “
Audiometrist	“ “
Dental Hygienist	“ “
ABA Therapist	“ “

Hours of work indicated in subsection (a) of Section 1 of this Article include paid lunch periods as noted above. In addition, all school system employees, as noted above, are to receive one (1) fifteen (15) minute break daily.

c. Certain Schedule A-1 employees are normally scheduled to work varying numbers of days before or after the school year as follows:

<u>Classification</u>	<u>Days Before School Year</u>	<u>Days After School Year</u>
Paraprofessional	1	--
ABA Therapist	1	--
School Secretary - K-5	5	5
Public Health Aide-School	3	2
Bilingual Public Health Aide	3	2
Dietitian	2	--
Cafeteria Manager	2	--
Food Service Site Coordinator	2	--

In the event an employee shall not attend work on a given work day due to sick, personal, or bereavement leave, the employee shall call a number designated by the City at least one hour

prior to the start of the work day. Additionally, the employee shall notify his school or supervising teacher prior to the start of the work day.

d. Snow Days/Emergency Days: In the event of a snow day or other scheduled school day when school is called off, school personnel appearing on Schedule A-1 may take a vacation or personal day (if available), elect to be paid in advance for the make-up day (regardless of when it may be scheduled), or elect to take the day without pay and be paid instead for the make-up day whenever it occurs. An employee who reports for duty because of lack of timely notice of a change in school schedule or cancellation shall be paid for hours actually worked. An employee whose work day is shortened because of late opening or early closing of school shall be paid for a full day of work.

e. Miscellaneous: There are several Monday through Friday days in a given week which are not contractual holidays, but are days on which school is not in session due to the fact that a given day, or given week is either a school holiday or a school vacation. In order that school system employees' pay not be docked in any subsequent paycheck for any day or days which are not paid holidays per the provisions of this Agreement, the parties agree that the employee may take a personal leave day or a vacation day during school vacations or school holidays.

f. Transfer Rights: Paraprofessional transfers or openings occurring during the school year, including those vacancies resulting from voluntary or involuntary separations, shall be filled in accordance with the following:

- (1) Post paraprofessional openings on the department website as they occur throughout the school year. A running list of openings and transfers will also be maintained in the office of the Assistant Superintendent for Special Education, and it is the paraprofessional's responsibility to review it periodically.
- (2) Only paraprofessionals who have three years of service with no unsatisfactory evaluations may put in for the opening. Employees may apply for not more than three openings, and shall express their order of preference.
- (3) Openings will be filled by seniority as paper transfers, to become effective the following September unless otherwise announced in the posting. Openings posted by May 1 will be closed by May 15 and successful candidates shall be notified of their appointment by June 1. The start date of such positions shall begin at the start of the following school year.
- (4) Once a voluntary transfer is granted, it cannot be rescinded and the paraprofessional is required to remain in that position for three years unless the parties agree otherwise.
- (5) Appointments may be made without regard to seniority in case of bona fide qualification or educational need.

Vacancies based on transfers filled in accordance with Section 1(g) (1) – (5) above, shall be filled in the sole discretion of the City.

g. PPT's/Teacher Absence: Each paraprofessional shall be paid a supplemental premium of \$5.00 for any hour or portion thereof which exceeds fifteen (15) minutes, during which time the classroom teacher:

- (1) is assigned to a scheduled meeting or appointment which removes him/her from the classroom.
- (2) is absent, and utilizes accrued leave, and during which time no substitute teacher is present.

h. Each paraprofessional shall be provided with a locked and secured area (e.g. desk, locker, closet space) for storage and retention of personal items, and shall be notified in writing at the beginning of each school year of the location of such area.

Section 2. Schedule A-1 and Section 1 of the Article refers to the work hours, the work year and other conditions of employment of certain white collar school employees.

Section 3. When a middle or high school secretary vacancy occurs, the following procedure shall be utilized: The most senior K-5 school secretary shall have the option to be transferred to the vacant school secretary position at either the middle school or the high school. If the vacancy is not thus filled, the vacancy will be filled by offering the opening to K-5 school secretaries in descending order of seniority. Openings for all School Secretary Positions shall be posted on the school system website, where practicable. Existing School Secretaries shall be given transfer preference in accordance with the City's Civil Service Ordinance, as may be amended from time to time, and the rules and regulations promulgated thereto, which also may be amended from time to time.

Section 4. Each paraprofessional shall be given a paid orientation session in advance of the school year, to acquaint themselves with such topics as personnel rules, regulations, legal changes, safety precautions, physical plant, organizational structure and chain of authority, emergency evacuation and preferred egress, emergency equipment, means of external communication and the transport of other students.

Section 5. Each school shall provide a minimum of two weight training belts or back supports for the use of the paraprofessionals at that school.

Section 6. No school employee shall be asked or expected to pay for any out of school sponsored field trip or activity, if that employee is assigned as a chaperone, or otherwise in work status during that period.

Section 7. School system employees whose services are retained by the City for the summer shall be paid at their prevailing rate, unless otherwise mutually agreed by the City and the Union. Positions for summer school system employees shall be determined in the sole discretion of the City, which determination shall not be subject to the grievance or arbitration provisions of this Agreement. No position shall be offered to non-unit candidates/employees, until qualified volunteers have been solicited from the bargaining unit. Regular employees shall have a preference against any non-unit candidate. Summer employment in any such program shall be subject to pension deductions and full pension crediting.

Section 8. Beginning at the end of the 2005-2006 school year, paraprofessionals failing to meet the standards under the No Child Left Behind Act ("NCLB") for "highly qualified"

paraprofessionals shall be separated from employment with the City. Employees separated under this provision shall be entitled to layoff and recall rights in accordance with Article III of this Agreement if he becomes qualified under NCLB during the recall period.

ARTICLE XVIII **PENSION PROVISIONS**

Section 1. Effective July 1, 2006, employees shall be entitled to retirement and survivor benefits pursuant to the terms and conditions of the ordinance entitled Final Amended Ordinance Regarding the Pension and Retirement System, Part II: Pensions and Retirement Provisions, and passed by the Board of Alderman on January 24, 2011, (the "Pension Ordinance") with the modifications provided herein.

The provisions of the Pension Ordinance notwithstanding, all employees covered by this Agreement shall not suffer any reduction in their accrued benefits as of June 30, 2006.

Section 1(a). Employees hired after their fiftieth (50th) birthday shall have the choice of entering into the Pension System or contributing into the Social Security System. For those employees hired after May 21, 2002 and were inadvertently denied the opportunity to elect one of these options shall be given a window of opportunity until July 1, 2006 to make such an election, and shall receive such chosen benefit going forward from the date of their election.

The terms "employee" or "employees" as used in this Article shall be defined and refer to employee or employees as those terms are defined in Article I, section 2 and 3 of this Agreement.

The definition of "Spouse," under Section 35.01 (X) of the Pension Ordinance shall be modified to read as follows:

"Spouse" shall mean the Participant's legal spouse, as evidenced by a valid marriage certificate or valid civil union certificate, at the earlier of the time of the Participant's death or the Participant's Normal Retirement Date.

Section 2. Any provisions of the Pension Ordinance notwithstanding, an employee who has attained ten (10) or more years of service and is therefore vested in the pension plan on or before April 11, 2006, shall be eligible for normal retirement after twenty-five (25) years of service to the City, regardless of age.

Section 3. The change to the definition of Regular Interest in the Pension Ordinance shall be applied only to the valuation of pension contributions made after June 30, 2011.

Section 4. During the month of August of each year the City shall deliver to the President of the Union the following data regarding bargaining unit members: total membership of actual employees, contribution rate required from that group of employees, the yearly payroll dollars for that group of employees, the yearly dollar contribution by that group of employees to the pension fund, the total payments to retirees of that group of employees in the previous fiscal year, the total payments for disability payments for retirees for each group of employees in the previous fiscal year. The City shall issue individual pension statements to all employees in the month of December. These statements shall include the following data: employee's pension contributions for each calendar year of service, total interest earned on pension funds for each calendar year of service, and total amount of money, including interest, employee would receive

if he/she withdrew pension contributions as of that date. The City's obligations under this Section shall not become effective and enforceable until the City's HRIS system, in particular with respect to pensions, is fully implemented.

Section 5. Eligible employees may participate in the Voluntary Retirement Incentive Plan pursuant to the terms and conditions set forth Appendix ____.

ARTICLE XIX
MISCELLANEOUS EMPLOYEE BENEFITS,
CONDITIONS OF EMPLOYMENT

Section 1(a). Employees within the bargaining unit who are members of the Waterbury City Employees' Association and who are delegates to the Executive Board or who are officers of the said Union shall have seniority for job retention purposes above any other employee in their job classification or in any job classification they previously held. The number of such delegates or officers shall not exceed thirty (30). This "super seniority" for job retention purposes shall not be applicable to other employees in the same job-classification, or in any job classification previously held, by the affected employee if the other employees are also delegates or officers and have greater seniority with the City than the affected employee. The Union shall provide the City with a list of employees receiving super seniority annually on the first day of July.

Section 1(b). Union activities required to administer this Agreement shall be carried on with the approval of the department head or authorized City official. It is agreed that the Union President shall be allowed up to three hundred twenty (320) hours of paid leave per fiscal year in which to conduct such activities. The City's Human Resources Director may promulgate reasonable notification and approval procedures to minimize the operational impact of this time off.

Section 1(c). Union delegates to conventions and labor conferences pertaining to the Waterbury City Employees' Association shall have up seven (7) working days' time off (that is, in the aggregate for all of the delegates) total, which may be accumulated and carried over throughout the length of this Agreement, without loss of pay for the purpose of attending said conventions.

Section 1(d). The Union shall provide the Director of Human Resources, the Comptroller, and the Board of Aldermen the names of all officers and Executive Board delegates to the Association. In addition, the Secretary of the Association shall notify the affected department head or department heads, the Director of Human Resources, the Comptroller and the Board of Aldermen of the name or names of the elected convention delegates, specified in Section 1(c) hereof, at least three (3) weeks prior to the date or dates which the delegate or delegates request the time off prescribed by the said Section 1(c).

Section 2. The City shall provide a meeting place for the Executive Board delegates of the Union for the purpose of conducting a monthly meeting. If a meeting of not more than two (2) working hours duration is held during regular working hours, the designated Executive Board members that attend may do so without loss of pay.

Section 3. Upon the effective date of this Agreement, employees in positions that require mandatory professional certification or licensure and maintenance of such certification or licensure shall be reimbursed an amount up to five hundred dollars per year (\$500.00) for fees

directly connected to the maintenance of such certification or licensure. Employees must submit an expense voucher to their department head with supporting documentation for approval. This provision shall not be applicable to the cost incurred in obtaining or maintaining a motor vehicle license. The City shall pay for such certifications or licensures only if the employee does not utilize such certifications or licensures in any activities outside of his City employment. If the employee uses such certifications or licensures in extra-city endeavors, then the employee shall be reimbursed for only one half (½) of the fees directly connected to the maintenance of such certification or licensure, not to exceed two hundred fifty dollars per year (\$250.00). The City shall reimburse any employee for any test or exam required of an employee by current or future legislation.

Section 4. The Union shall have the right to designate Stewards, the number of which, for the Bargaining Unit, shall not exceed one steward per 50 active employees. A Steward will be granted reasonable time off, with pay, in order to investigate the background of alleged Contract violations or to be present at Step 1 of the Article X Grievance Procedure. The President of the Union shall notify the Director of Human Resources the names of the Stewards and the department(s).

Section 5. The Union shall be entitled to reasonable bulletin board space in each City facility which houses White Collar employees, for the Union to utilize for its work-related or Union business announcements. Said bulletin board shall not be censored or utilized by non-white collar persons. Such space shall not be used for material that is of partisan political nature or is intended to influence the employer.

Section 6. Both the City and the Union agree that every bargaining unit employee should be familiar with the provisions of this Agreement and his rights and duties under it. Therefore, the City agrees to provide each new employee with a copy of this Agreement.

Section 7. Except as may be provided by law, the City agrees to provide the Union, upon request and adequate notice, access to materials and information necessary to fulfill its statutory duty to administer this agreement.

The Union shall reimburse the employer for expenses of photocopying extensive information.

Section 8. The City shall provide free parking to employees at the closest available parking area, as determined by the City.

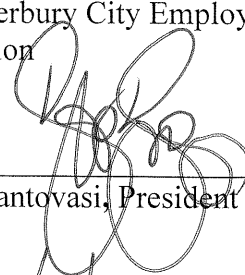
Section 9. Employees shall dress in job appropriate professional attire at all times. The City reserves the right to set dress code or standards on a department by department basis.

ARTICLE XX
DURATION

This Agreement shall be effective July 1, 2011, unless a different effective date is prescribed in this Agreement for any section or article of this Agreement, and shall remain in effect through June 30, 2013.

IN WITNESS WHEREOF, the parties have caused their names and seals to be signed on this 1st day of July 2011.

The Waterbury City Employees'
Association



Steven Santovasi, President

Date

7/1/2011

The City of Waterbury



Michael J. Jajura, Mayor

Date

7/1/11

SCHEDULE A
JOB CLASSIFICATIONS AND PAY GRADES
52 Week Per Year Employees

(The following classifications and grade assignments, including job consolidation and reclassification changes shall be effective July 1, 2006; classification and grade assignments for the period of July 1, 2005 – June 30, 2006 shall be in accordance with the 2000-2005 Agreement and shall include any executed agreements between the parties entered into on or before March 31, 2006)

A	B Normal Work Schedule Per Week	C Grade As 7/1/06
Classification		
Admin Sp. I.	35	27
Meter Aide	35	27
Laboratory Assistant	35	28
Meter Reader	35	29
Payroll Clerk	35	29
Admin. Sp. II	35	30
Doc Prod. Eq. Op	35	30
Senior Citizens Program Coordinator	35	30
Storekeeper	40	30
Chemist I	35	31
Complaint Clerk	40	31
Customer Service Representative	35	31
Librarian I	37.5	31
Administrative Assistant	35	32
Pension & Benefits Clerk	35	32
Recreation Leader	40	32
Customer Service Representative II	35	32
Title Searcher-Assessment	35	33
Admin Sp. III	35	33
Asst. Dir.-North End Recreation	40	33
Legal Secretary	35	33
Meter Reader Foreman	35	33
Sanitarian I	35	34
Assistant Dog Warden	40	34

Accountant I	35	35
Assistant Registrar-Vital Statistics	35	35
Telecommunicator I	40	35
HR Assistant	35	36
Recreation Center Director	40	36
Weigher of Scale	40	36
Automotive Parts Storekeeper	40	37
Crime Analyst	35	37
Horticulturist II	40	37
Parking Rampgarage Supervisor	35	37
Telecommunicator II	40	37
Accountant II	35	38
Crime Scene Technician	35	38
IT Specialist	35	38
Librarian II	37.5	38
Sanitarian II	35	38
Executive Admin. Sp.	35	39
Legal Executive Secretary	35	39
Telecommunicator III	40	39
Sealer of Weights & Measures	35	39
Chemist II	35	40
Eng. Tech. I	40	40
Paralegal	35	40
Plant Maintenance Engineer	40	40
Public Works General Foreperson Park	35	40
Traffic Signal Technician	35	40
Assistant Building Inspector	35	41
Librarian III	37.5	41
Landscape Architect	35	42
Supervisor of Custodial Services – Days	40	42
Supervisor of Custodial Services – Nights	40	42
Chief Industrial Waste Inspector	40	43
Electrical Inspector	35	43
Inland Wetland Coordinator	35	43
Labor Foreman-North End Disposal	40	43
Labor Foreman-Transfer Station - and Landfill	40	43
Appraiser	35	43
Land Use Officer	35	43
Mechanical Inspector	35	43
Plumbing Inspector	35	43
Supervisor of Maintenance Services	40	43
W.C.E.A. Final Agreement, exp. 06/30/13	42	

Water Maintenance Foreperson	40	43
Civil Engineer I	40	44
Eng. Tech. II	40	44
Sewage Treatment Plant Opr. Supvr.	40	44
Supervising Sanitarian	35	46
Network Technician	35	47
Civil Engineer II	40	48
GIS Map Technician	40	49

*Job Consolidation (effective July 1, 2006):

Admin Sp. I – this classification includes the following former classifications: Library Typist & Data Entry Clerk, Clerk Typist II, Account Clerk II, Library Assistant I, and Library Assistant II.

Admin Sp. II – this classification includes the following former classifications: Clerk Typist III, Account Clerk III, Data Entry, and Pupil Records Clerk.

Admin Sp. III – this classification includes the following former classifications: Word Processor (the current incumbents in this position are red circled at Grade 34), Account Clerk IV, Business Hours Communications Opr. (the current incumbent in this position is red circled at Grade 34), and Administrative Assistant.

Customer Service Representative – this classification includes the following former classifications all of which are employed in the Water, Waste, or Tax Collection departments: Clerk Typist III, Account Clerk III, Account Clerk IV (the current incumbent in this position is red circled at Grade 32), and Cashier Clerk.

Doc. Prod. Eq. Op. – this classification includes the following former classifications: Mail Room Operator (the current incumbent in this position is red circled at Grade 31), Photostat Supervisor, and Photostat Operator.

Engineering Technician I – this classification includes the following former classifications: Engineering Assistant II, Engineering Draftsman I, and Engineering Assistant III, Engineering Draftsman II, Engineering Assistant IV, Engineering Draftsman III, and City Planning Draftsman.

Engineering Technician II – this classification includes the former classification known as Engineering Assistant V.

*Job Consolidation Pursuant to Previously Executed Agreements:

Executive Admin. Sp. – this classification includes the following former classifications: Clerk of the Board of Education, Administrative Assistant of the Board of Education, and Administrative Assistant of the Public Works department.

Recreation Leader – this classification includes the following former classifications: Recreation Leader I, Recreation Leader II, and Recreation Leader III.

Supervising Sanitarian – this classification includes the former classification known as Sanitarian IV.

An employee whose job is reclassified on July 1, 2006 shall be placed at the step closest to, but not less than, the employee's rate of pay as of June 30, 2005.

SCHEDULE A-1
SCHOOL SYSTEM EMPLOYEES

A	B	C
Classification	Number of Work Days Per Year (Minimum)	Normal Work Hours-Mon.-Fri. Per Week
Student Registration	180	35
School Secretary (K-5)	190	35
School Secretary - Middle School	52 Weeks	35
School Secretary - High School	52 Weeks	35
Paraprofessionals	184	35
Library Aides-Schools	180	35
Public Health Aides	185	32.5
Dietitian	182	35
Cafeteria Manager	182	35
Attendance Counselor	180	35
Audiometrist	180	32.5
Certified Sign Lang Inter	180	35
Site Coordinator	180	35
ABA Behavior Therapist	208	37.5

APPENDIX B-1
General Government - July 1, 2011

Grade/Step	step1	step 2	step 3	step 4	step 5	step 6	step 7
16	\$ 14,370.75	\$ 14,688.05	\$ 16,400.29	\$ 17,350.85	\$ 18,300.75	\$ 19,557.17	\$ 19,986.07
17	\$ 15,090.73	\$ 15,422.82	\$ 16,478.27	\$ 17,434.89	\$ 18,390.81	\$ 19,651.96	\$ 20,084.89
18	\$ 15,845.67	\$ 16,194.56	\$ 17,303.79	\$ 18,307.46	\$ 19,311.14	\$ 20,634.80	\$ 21,088.10
19	\$ 16,636.91	\$ 17,003.96	\$ 18,168.98	\$ 19,222.39	\$ 20,276.48	\$ 21,666.03	\$ 22,142.67
20	\$ 17,471.85	\$ 17,855.04	\$ 19,076.52	\$ 20,184.39	\$ 21,292.93	\$ 22,750.39	\$ 23,251.89
21	\$ 18,345.77	\$ 18,749.14	\$ 20,031.78	\$ 21,194.79	\$ 22,357.12	\$ 23,887.84	\$ 24,413.53
22	\$ 19,262.05	\$ 19,686.25	\$ 21,034.79	\$ 22,255.61	\$ 23,477.10	\$ 25,084.44	\$ 25,636.36
23	\$ 20,226.74	\$ 20,671.78	\$ 22,087.54	\$ 23,369.52	\$ 24,650.16	\$ 26,341.55	\$ 26,921.04
24	\$ 21,237.81	\$ 21,706.37	\$ 23,192.04	\$ 24,538.57	\$ 25,885.76	\$ 27,657.17	\$ 28,265.53
25	\$ 22,301.32	\$ 22,792.07	\$ 24,353.03	\$ 25,766.77	\$ 27,179.86	\$ 29,042.00	\$ 29,680.63
26	\$ 23,415.92	\$ 23,929.53	\$ 25,569.13	\$ 27,053.48	\$ 28,537.14	\$ 30,492.05	\$ 31,162.95
27	\$ 24,586.31	\$ 25,128.14	\$ 26,849.10	\$ 28,407.39	\$ 29,965.00	\$ 32,018.74	\$ 32,723.26
28	\$ 25,817.20	\$ 26,385.25	\$ 28,191.60	\$ 29,827.19	\$ 31,461.44	\$ 33,620.70	\$ 34,360.19
29	\$ 27,122.05	\$ 27,718.33	\$ 29,606.02	\$ 31,322.95	\$ 33,039.88	\$ 35,304.03	\$ 36,080.48
30	\$ 28,465.20	\$ 29,092.42	\$ 31,085.64	\$ 32,889.30	\$ 34,692.96	\$ 37,070.70	\$ 37,886.15
31	\$ 29,891.73	\$ 30,547.16	\$ 32,641.23	\$ 34,534.98	\$ 36,428.04	\$ 38,924.12	\$ 39,779.89
32	\$ 31,377.40	\$ 32,067.81	\$ 34,272.81	\$ 36,262.66	\$ 38,250.52	\$ 40,871.63	\$ 41,771.78
33	\$ 32,955.19	\$ 33,679.86	\$ 35,987.72	\$ 38,073.71	\$ 40,161.05	\$ 42,914.61	\$ 43,858.45
34	\$ 34,602.20	\$ 35,363.19	\$ 37,785.99	\$ 39,978.21	\$ 42,170.43	\$ 45,059.77	\$ 46,051.33
35	\$ 36,330.56	\$ 37,131.21	\$ 39,674.35	\$ 41,976.15	\$ 44,277.93	\$ 47,311.81	\$ 48,352.46
36	\$ 38,149.01	\$ 38,988.66	\$ 41,657.50	\$ 44,056.09	\$ 46,454.01	\$ 49,678.14	\$ 50,771.22
37	\$ 40,054.84	\$ 40,937.51	\$ 43,741.48	\$ 46,278.56	\$ 48,815.65	\$ 52,159.43	\$ 53,307.64
38	\$ 42,060.85	\$ 42,985.86	\$ 45,930.34	\$ 48,595.82	\$ 51,260.62	\$ 54,772.47	\$ 55,977.83
39	\$ 44,164.34	\$ 45,134.39	\$ 48,226.76	\$ 51,024.66	\$ 53,823.26	\$ 57,513.26	\$ 58,779.11
40	\$ 46,370.65	\$ 47,391.81	\$ 50,637.45	\$ 53,576.54	\$ 56,513.60	\$ 60,385.80	\$ 61,714.83
41	\$ 48,692.62	\$ 49,762.18	\$ 53,171.18	\$ 56,256.81	\$ 59,342.45	\$ 63,407.56	\$ 64,802.48
42	\$ 51,125.49	\$ 52,250.18	\$ 55,829.94	\$ 59,068.85	\$ 62,308.43	\$ 66,577.91	\$ 68,042.08
43	\$ 53,682.08	\$ 54,861.88	\$ 58,607.53	\$ 62,022.05	\$ 65,424.32	\$ 69,905.57	\$ 71,444.36
44	\$ 56,365.04	\$ 57,605.35	\$ 61,551.49	\$ 65,123.83	\$ 68,695.50	\$ 73,401.27	\$ 75,017.38
45	\$ 59,183.81	\$ 60,485.96	\$ 64,629.04	\$ 68,379.55	\$ 72,130.05	\$ 77,071.10	\$ 78,767.21
46	\$ 62,143.06	\$ 63,510.42	\$ 67,860.57	\$ 71,798.62	\$ 75,736.01	\$ 80,924.45	\$ 82,705.92
47	\$ 65,249.54	\$ 66,685.46	\$ 71,253.43	\$ 75,388.46	\$ 79,523.49	\$ 84,971.42	\$ 86,841.64
48	\$ 68,513.33	\$ 70,020.52	\$ 74,815.70	\$ 79,158.46	\$ 83,500.53	\$ 89,219.39	\$ 91,183.05
49	\$ 71,938.99	\$ 73,521.55	\$ 78,556.48	\$ 83,116.38	\$ 87,675.56	\$ 93,680.36	\$ 95,742.20
50	\$ 75,535.94	\$ 77,197.62	\$ 82,484.31	\$ 87,272.20	\$ 92,059.34	\$ 98,364.38	\$ 100,529.31
51	\$ 79,312.74	\$ 81,057.51	\$ 86,608.52	\$ 91,635.81	\$ 96,662.31	\$ 103,282.60	\$ 105,555.78
52	\$ 83,278.38	\$ 85,110.38	\$ 90,938.95	\$ 96,217.60	\$ 101,495.42	\$ 108,446.73	\$ 110,833.57

APPENDIX B-2
General Government - July 1, 2012

Grade/Step	step 1	step 2	step 3	step 4	step 5	step 6	step 7
16	\$ 14,658.17	\$ 14,981.81	\$ 16,728.29	\$ 17,697.87	\$ 18,666.77	\$ 19,948.32	\$ 20,385.79
17	\$ 15,392.54	\$ 15,731.27	\$ 16,807.83	\$ 17,783.59	\$ 18,758.63	\$ 20,045.00	\$ 20,486.59
18	\$ 16,162.59	\$ 16,518.46	\$ 17,649.87	\$ 18,673.60	\$ 19,697.36	\$ 21,047.50	\$ 21,509.87
19	\$ 16,969.65	\$ 17,344.03	\$ 18,532.36	\$ 19,606.84	\$ 20,682.01	\$ 22,099.35	\$ 22,585.52
20	\$ 17,821.29	\$ 18,212.14	\$ 19,458.05	\$ 20,588.07	\$ 21,718.79	\$ 23,205.40	\$ 23,716.92
21	\$ 18,712.69	\$ 19,124.12	\$ 20,432.42	\$ 21,618.69	\$ 22,804.26	\$ 24,365.60	\$ 24,901.80
22	\$ 19,647.29	\$ 20,079.98	\$ 21,455.49	\$ 22,700.72	\$ 23,946.64	\$ 25,586.13	\$ 26,149.09
23	\$ 20,631.27	\$ 21,085.22	\$ 22,529.29	\$ 23,836.92	\$ 25,143.17	\$ 26,868.38	\$ 27,459.46
24	\$ 21,662.56	\$ 22,140.50	\$ 23,655.88	\$ 25,029.34	\$ 26,403.48	\$ 28,210.31	\$ 28,830.84
25	\$ 22,747.35	\$ 23,247.91	\$ 24,840.09	\$ 26,282.10	\$ 27,723.46	\$ 29,622.84	\$ 30,274.24
26	\$ 23,884.24	\$ 24,408.12	\$ 26,080.52	\$ 27,594.55	\$ 29,107.88	\$ 31,101.89	\$ 31,786.20
27	\$ 25,078.03	\$ 25,630.71	\$ 27,386.08	\$ 28,975.53	\$ 30,564.30	\$ 32,659.12	\$ 33,377.73
28	\$ 26,333.54	\$ 26,912.95	\$ 28,755.43	\$ 30,423.74	\$ 32,090.67	\$ 34,293.12	\$ 35,047.39
29	\$ 27,664.49	\$ 28,272.70	\$ 30,198.14	\$ 31,949.40	\$ 33,700.67	\$ 36,010.11	\$ 36,802.09
30	\$ 29,034.51	\$ 29,674.26	\$ 31,707.35	\$ 33,547.09	\$ 35,386.82	\$ 37,812.12	\$ 38,643.87
31	\$ 30,489.57	\$ 31,158.11	\$ 33,294.05	\$ 35,225.68	\$ 37,156.60	\$ 39,702.60	\$ 40,575.49
32	\$ 32,004.95	\$ 32,709.16	\$ 34,958.26	\$ 36,987.91	\$ 39,015.54	\$ 41,689.07	\$ 42,607.21
33	\$ 33,614.29	\$ 34,353.46	\$ 36,707.47	\$ 38,835.19	\$ 40,964.28	\$ 43,772.90	\$ 44,735.61
34	\$ 35,294.24	\$ 36,070.45	\$ 38,541.71	\$ 40,777.78	\$ 43,013.84	\$ 45,960.97	\$ 46,972.36
35	\$ 37,057.17	\$ 37,873.83	\$ 40,467.84	\$ 42,815.67	\$ 45,163.49	\$ 48,258.04	\$ 49,319.51
36	\$ 38,911.99	\$ 39,768.44	\$ 42,490.65	\$ 44,937.21	\$ 47,383.10	\$ 50,671.70	\$ 51,786.65
37	\$ 40,855.93	\$ 41,756.26	\$ 44,616.31	\$ 47,204.13	\$ 49,791.96	\$ 53,202.62	\$ 54,373.79
38	\$ 42,902.06	\$ 43,845.58	\$ 46,848.95	\$ 49,567.74	\$ 52,285.84	\$ 55,867.92	\$ 57,097.38
39	\$ 45,047.62	\$ 46,037.08	\$ 49,191.29	\$ 52,045.16	\$ 54,899.72	\$ 58,663.53	\$ 59,954.69
40	\$ 47,298.06	\$ 48,339.65	\$ 51,650.19	\$ 54,648.07	\$ 57,643.87	\$ 61,593.51	\$ 62,949.12
41	\$ 49,666.48	\$ 50,757.42	\$ 54,234.60	\$ 57,381.94	\$ 60,529.30	\$ 64,675.71	\$ 66,098.53
42	\$ 52,148.00	\$ 53,295.18	\$ 56,946.54	\$ 60,250.23	\$ 63,554.60	\$ 67,909.46	\$ 69,402.92
43	\$ 54,755.73	\$ 55,959.12	\$ 59,779.68	\$ 63,262.49	\$ 66,732.81	\$ 71,303.68	\$ 72,873.25
44	\$ 57,492.34	\$ 58,757.46	\$ 62,782.52	\$ 66,426.31	\$ 70,069.41	\$ 74,869.30	\$ 76,517.73
45	\$ 60,367.48	\$ 61,695.68	\$ 65,921.62	\$ 69,747.14	\$ 73,572.65	\$ 78,612.52	\$ 80,342.55
46	\$ 63,385.92	\$ 64,780.63	\$ 69,217.78	\$ 73,234.59	\$ 77,250.73	\$ 82,542.94	\$ 84,360.04
47	\$ 66,554.53	\$ 68,019.17	\$ 72,678.50	\$ 76,896.23	\$ 81,113.96	\$ 86,670.85	\$ 88,578.47
48	\$ 69,883.59	\$ 71,420.93	\$ 76,312.01	\$ 80,741.63	\$ 85,170.54	\$ 91,003.78	\$ 93,006.71
49	\$ 73,377.77	\$ 74,991.98	\$ 80,127.61	\$ 84,778.71	\$ 89,429.07	\$ 95,553.97	\$ 97,657.05
50	\$ 77,046.66	\$ 78,741.58	\$ 84,134.00	\$ 89,017.64	\$ 93,900.53	\$ 100,331.67	\$ 102,539.90
51	\$ 80,898.99	\$ 82,678.66	\$ 88,340.69	\$ 93,468.53	\$ 98,595.55	\$ 105,348.25	\$ 107,666.89
52	\$ 84,943.94	\$ 86,812.59	\$ 92,757.73	\$ 98,141.95	\$ 103,525.33	\$ 110,615.66	\$ 113,050.24

APPENDIX C-1

School System Employees

7/1/2011

grade	GROUP	1	2	3	4	5
3	school sec k-5, mid, high	\$14.98	\$15.99	\$17.44	\$18.61	\$20.29
1	Paraprofessional	\$15.26	\$15.95	\$17.39	\$18.55	\$20.21
1	classroom aide	\$14.66	\$15.31	\$16.69	\$17.81	\$19.41
1	public health aide, bilingual	\$14.66	\$15.31	\$16.69	\$17.81	\$19.41
2	school library aide	\$11.94	\$12.47	\$13.60	\$14.21	\$15.17
1	dietitian	\$25.83	\$27.00	\$29.44	\$31.41	\$34.24
1	cafeteria manager	\$22.45	\$23.47	\$25.58	\$27.31	\$29.76
1	attendance counselor	\$20.26	\$21.17	\$23.07	\$24.63	\$26.84
2	audiometrist	\$21.83	\$22.81	\$24.87	\$25.99	\$27.74
4	dental hygienist	\$23.93	\$25.02	\$27.25	\$28.48	\$31.69
	certified sign language interpreter	\$25.83	\$27.00	\$29.44	\$31.41	\$34.24
	site coordinator	\$14.66	\$15.31	\$16.69	\$17.81	\$19.41
	ABA behavior therapist	\$25.83	\$27.00	\$29.44	\$31.41	\$34.24

APPENDIX C-2

School System Employees

7/1/2012

grade	GROUP	1	2	3	4	5
3	school sec k-5, mid, high	\$15.28	\$16.31	\$17.79	\$18.98	\$20.69
1	Paraprofessional	\$15.56	\$16.27	\$17.74	\$18.93	\$20.62
1	classroom aide	\$14.95	\$15.61	\$17.03	\$18.16	\$19.79
1	public health aide, bilingual	\$14.95	\$15.61	\$17.03	\$18.16	\$19.79
2	school library aide	\$12.17	\$12.72	\$13.87	\$14.50	\$15.47
1	dietitian	\$26.35	\$27.54	\$30.03	\$32.04	\$34.92
1	cafeteria manager	\$22.90	\$23.94	\$26.09	\$27.85	\$30.36
1	attendance counselor	\$20.66	\$21.59	\$23.53	\$25.12	\$27.38
2	audiometrist	\$22.27	\$23.27	\$25.37	\$26.51	\$28.29
4	dental hygienist	\$24.41	\$25.52	\$27.80	\$29.05	\$32.32
	certified sign language interpreter	\$26.35	\$27.54	\$30.03	\$32.04	\$34.92
	site coordinator	\$14.95	\$15.61	\$17.03	\$18.16	\$19.79
	ABA behavior therapist	\$26.35	\$27.54	\$30.03	\$32.04	\$34.92

Appendix D

MEMORANDUM OF AGREEMENT

WHEREAS, the City and the undersigned unions are parties to collective bargaining agreements (hereinafter referred to as the "collective bargaining agreements");

WHEREAS, the collective bargaining agreements provide for dental insurance;

WHEREAS, a dispute has arisen over the interpretation of the language regarding dental insurance;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the Union, acting of there own free will, hereby agree to the following:

1. The term "preventive services" shall be defined as those services covered at 100% as indicated in the attached Appendix A.

2. The term "basic services" shall be defined as those services covered at 50% as indicated in the attached Appendix A.

3. The deductible shall not be applied to the "preventive services" highlighted and underlined in bold in the attached Appendix A.

4. The parties understand and agree that this Agreement fully resolves any and all disputes the parties, individually or as a group, may have regarding the interpretation and/or application of the dental coverage provided in their respective collective bargaining agreements.

5. This Agreement shall be effective January 1, 2008.

Dated at Waterbury, Connecticut, September 11, 2007.

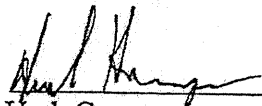
By: Stephen Laccone
Stephen Laccone
President, AFSCME Local 353

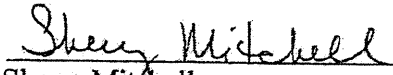
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Date

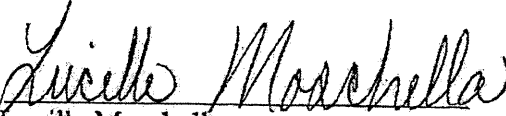
By: Steven P. Santovasi
Steven P. Santovasi
President, W.C.E.A.

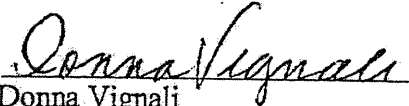
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Date

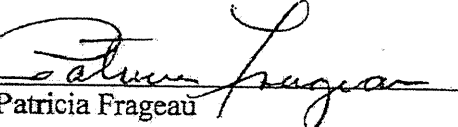
Appendix D (continued)

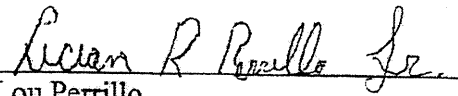
By:  9/24/07
Herb Greengas
President, AFSCME Local 2090
Date

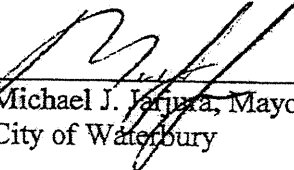
By:  9/24/07
Sherry Mitchell
CHCA, Nurses
Date

By:  9/24/07
Lucille Moschella
CHCA, Nursing Supervisors
Date

By:  9/24/07
Donna Vignali
President, WTA
Date

By:  9.24.07
Patricia Frageau
President, SAW
Date

By:  9-19-07
Lou Perrillo
SEIU
Date

By:  9-25-07
Michael J. Jafura, Mayor
City of Waterbury
Date

Legatt24s.Management.Agree9

Appendix D (continued)

Appendix A

**City of Waterbury
Dental Insurance**

Plan of Benefits

<u>Initial Oral examination (including treatment plan) and full mouth x-rays one in any 3 calendar year period</u>	100%
<u>Periodic Examinations</u>	100%
<u>Bitewing x-rays (1 series of 2 per covered person per calendar year)</u>	100%
<u>Periapical x-rays</u>	100%
<u>Topical Fluoride application (Under 19, 2 per covered person per calendar year)</u>	100%
<u>Prophylaxis (cleaning) or periodontal maintenance procedure (1 prophylaxis and 1 periodontal or 2 prophylaxis or 2 periodontal maintenance procedures per covered person per calendar year)</u>	100%
<u>Palliative emergency treatment</u>	100%
Relining of dentures (1 per covered person in any 2 consecutive years)	100%
Repairs of broken removable dentures (1 repair per covered person per calendar year)	100%
Routine fillings (1 per tooth surface in any consecutive 12-month period)	100%
Simple extractions	100%
Endodontics, including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)	100%
Inlays, Onlays, Crowns, Space Maintainers all not part of the bridge (1 per tooth every 5 Calendar years)	50%
Crown repair	50%
Recement of Crowns and Inlays	50%
Oral Surgery consisting of: fracture and dislocation treatment, diagnosis and treatment of cyst and abscesses, surgical extractions and impactions, and Apicoectomy	50%
Hemisection	50%
Annual Maximum	\$1,000.00
Deductibles	\$50 single / \$100 couple/\$150 family

Appendix E

CITY OF WATERBURY VOLUNTARY RETIREMENT INCENTIVE PLAN FOR WHITE COLLAR EMPLOYEES

The City of Waterbury hereby offers this Voluntary Retirement Incentive Plan on a one-time basis to employees covered by the White Collar Union Collective Bargaining Agreement.

DEFINITIONS

1. "Plan" means the Voluntary Retirement Incentive Plan.
2. "Employee" means a White Collar employee who meets the eligibility requirements as set forth in the Eligibility Requirements Section of the Plan, or an employee covered by the provisions of the White Collar Union Collective Bargaining Agreement.
3. "Years of credited service" shall mean those years of service recognized by the City and the Union including but not limited to actual worked years of service (eight months or more constitute a full final year), previous military service time purchased, previous City of Waterbury work service purchased, previous purchase of "two-year buyback" incentive program, and previous purchases of CETA work time.
4. "City" refers to the City of Waterbury.

ELIGIBILITY REQUIREMENTS

- A. In order to be eligible for the Plan, applicants must have twelve (12) or more years of credited service as of September 1, 2011.

In addition, applicants must meet all of the following requirements, with no exceptions:

1. On the date of an employee's retirement, an applicant must be employed by the City as a White Collar employee, or otherwise covered by the provisions of the White Collar Union Collective Bargaining Agreement.
 2. To be eligible, a signed application will be required of all applicants and must be received by the Human Resource Department by close of business on August 11, 2011. Each application must be hand delivered and a date and time received will be logged by the Human Resource Department upon receipt. No forms of participation for the Plan shall be accepted by the Human Resource Department after August 11, 2011 at 5:00 p.m.
 3. On the effective date of the employee's retirement or termination with a vested benefit, an applicant must have at least twelve (12) years of credited service as of September 1, 2011.
- B. Employees must be eligible to and retire with a full normal retirement from the City under the City's pension system, or be eligible for and elect for a vested termination.

Appendix E (continued)

INCENTIVE PLAN BENEFITS

Eligible employee may exchange 50 accrued sick days for one additional year of service, 100 accrued sick days for two additional years of service, or 150 accrued sick days for three additional years of service credit provided the employee retires with a full normal retirement or elects for a vested termination in accordance with the City's retirement system and the White Collar collective bargaining agreement. Retirements and vested terminations shall be effective September 1, 2011.

GENERAL CONDITIONS AND PROCEDURES

- A. A signed application will be required of all applicants and must be received by Human Resource Department by close of business on August 11, 2011. Each application must be hand delivered and a date and time received will be logged by the Human Resource Department upon receipt. No application for the Plan shall be accepted by the Human Resource Department after August 11, 2011 at 5:00 p.m..
- B. No commitment is made by the City to offer the Plan beyond August 11, 2011, however the City reserves the right to continue the plan, extend the plan dates, or extend any effective dates to individual qualified program participants in the best interest of the City of Waterbury.
- C. The City reserves the right to enforce a of fifteen (15) participant minimum without which the offer of retirement incentive shall be null and void. In the event that an individual applies but is rejected based on the limitations above, or is rejected for any other reason, that individual may withdraw his/her letter of retirement without loss.
- D. In the event of the death of the retiring employee under this Plan prior to September 1, 2011, all sick leave days exchanged for credited service under this Plan shall be credited back to the deceased employee's sick leave accrual, and the employee shall be covered under the provisions of the Collective Bargaining Agreement and Pension Ordinance provisions as an active employee for the purposes of survivorship benefits and life insurance.
- E. An employee leaving with a vested termination shall not be eligible for re-employment or re-hire in any capacity with the City after the employee's resignation effective September 1, 2011.

Appendix E (continued)

CITY OF WATERBURY
APPLICATION FOR 2011 WHITE COLLAR EARLY RETIREMENT INCENTIVE PLAN

Name of Employee: _____

Department: _____ Department Phone: _____

Employment History with the City of Waterbury:

Current Service:

From: _____ To: _____ Total: _____ years _____ Months

Previous Qualifying Service:

From: _____ To: _____ Total: _____ years _____ Months

Military Buyback: _____ years _____ months CETA Time: _____ years _____ months

Two-Year Pension Buyback Participant: YES / NO

Sick Time Trade-in: 1 year (50 days) _____ 2 Years (100 days) _____ 3 years (150 days) _____

Total Years of Service: _____ years _____ months

I hereby apply for participation in the City of Waterbury White Collar 2011 Retirement Incentive Plan.
By submitting this application I agree to the following:

Upon acceptance of said application I irrevocably retire or resign, if leaving vested terminated, from my position with the City of Waterbury effective September 1, 2011, provided that: 1) the 2011 Retirement Incentive Plan is implemented, and 2) I am one of those eligible for participation in the Plan.

Signature of Applicant

Date signed

Date and time application received by the Human Resource office: _____

Received by: _____

