

**COLLECTIVE BARGAINING
AGREEMENT**

between

THE CITY OF NORWICH

and

**PUBLIC WORKS SUPERVISORS,
LOCAL 818, COUNCIL 4, AFSCME**

July 1, 2013– June 30, 2016

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PREAMBLE

THIS AGREEMENT made and entered into by and between the CITY OF NORWICH, Connecticut, hereinafter referred to as the “City” or the “Employer”, and the PUBLIC WORKS SUPERVISORS, LOCAL 818, COUNCIL 4, AFSCME, hereinafter referred to as the “Union”.

ARTICLE 1 – UNION RECOGNITION

Section 1. Pursuant to a certification by the Connecticut State Board of Labor Relations, dated January 25, 1991, the City recognizes the Union as the sole and exclusive collective bargaining agent with respect to pay, wages, hours of employment and other conditions of employment for all supervisory employees of the Public Works Department of the City of Norwich, excluding the Director of Public Works and positions belonging to other recognized collective bargaining units.

Section 2. The terms and provisions of the Agreement shall be binding upon the City and the Union, and each employee in the bargaining unit described herein.

Section 3. The City shall not discourage or attempt to discourage membership in the Union, and shall not interfere with, retrain or coerce employees covered by this Agreement because of membership in or activity on behalf of the Union. The City will not discriminate in respect to hire, tenure of employment, or any other term or condition of employment against any employee covered by the Agreement because of membership in, or activity on behalf of, the Union

Section 4. Immediately upon hiring of any new employee, notice of such hiring will be given by the City to the Union, including name, job classification, rate of pay and mailing address. The Union shall provide to the City’s Human Resources Department, in writing, the name and mailing address of the President and all other officers of the Union and further will advise the City’s Human Resources Department, in writing, whenever there is any change in said positions or mailing address.

ARTICLE 2 – UNION MEMBERSHIP

Section 1. Employees who are members of the Union on the date of the execution of this Agreement will be required to maintain their membership in the Union for the duration of this Agreement, provided however, that thirty (30) days prior to the expiration of the Agreement, any member may withdraw from the Union by serving written notice of such withdrawal upon both the City and the Union.

Section 2. Employees hired after the execution of this Agreement may join the Union upon completion of their probationary period. Employees who become members of the Union will be required

to maintain their memberships in the Union for the duration of this Agreement, provided however, that thirty (30) days prior to the expiration of the Agreement, any member may withdraw from the Union by serving written notice of such withdrawal upon both the City and the Union.

Section 3. Notwithstanding any other provision of the Article, the City and the Union agree that, as a condition of employment, all employees covered by this Agreement shall pay to the Union with an “Agency Service Fee” or “Dues”, on a monthly basis, the amount thereof to be set by the Union from time to time, in order to aid the Union in defraying costs in connection with its obligations and responsibilities as bargaining agent for said employees.

Section 4. If directed in writing by the Union, the City shall deduct a monthly agency fee or Union dues from the earned wages of each employee in such amount determined by the Union, provided that no such deduction shall be made from any employee’s wages except when authorized by him/her on an appropriate form, a copy of which shall be submitted to the City. Such authorization shall be continued thereafter if an agreement exists between the City and the Union. Said deductions shall be made out to and mailed by check along with a list of those employees from whom the deductions were made to the Treasurer, Local 818, CT Council 4, AFSCME, AFL-CIO.

Section 5. The Union agrees to defend, indemnify and save the City harmless against any and all claims, demands, suits or other forms of liabilities, including, but not limited to, all legal fees and costs, that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article of this Agreement.

ARTICLE 3 – UNION ACTIVITIES

Section 1. Each Negotiating Committee shall include no more than two (2) individuals, exclusive of any outside negotiators. As regards the Union’s Negotiating Committee, no more than two (2) bargaining unit members shall be granted leave from duty with pay for any meetings between the City and the Union for purposes of negotiating the terms of a Collective Bargaining Agreement, when such meeting takes place at a time during which said members are normally scheduled to work.

Section 2. The grievance chairperson or his/her designee shall be granted leave from duty during working hours to investigate and to settle grievances filed pursuant to ARTICLE 15-Section 4-GRIEVANCE PROCEDURE of this Agreement, without loss of pay, provided the same is approved in advance by the Department Head.

ARTICLE 4 – MERIT SYSTEM

Chapter XIV of the Charter of the City of Norwich and the Merit System Rules promulgated in accordance with said Chapter, adopted by the Personnel and Pension Board of the City of Norwich on April 23, 1953, as amended, shall control all matters between members of the Union and the City, except as the terms of this Agreement shall expressly conflict with the terms of said Chapter XIV of the Charter or said Merit System Rules, in which case the terms of this Agreement shall be binding and control.

ARTICLE 5 – SAVINGS CLAUSE

Section 1. The City retains all rights it had prior to the signing of this Agreement, except such rights as are specifically relinquished or abridged by this Agreement.

Section 2. All job benefits presently enjoyed by employees which are not specifically provided for or abridged by this Agreement are hereby protected by this Agreement.

ARTICLE 6 – WORKWEEK

Section 1. Employees who are covered by this Agreement shall have a standard workweek consisting of forty (40) hours, five (5) consecutive days, eight (8) hours each day, Monday through Friday, exclusive of any lunch break.

Section 2. Employees who work more than eight (8) hours in any one (1) day or more than forty (40) hours in any one (1) week shall be compensated for such overtime when such overtime is authorized by the Department Head. The word “overtime” as used in this Section shall mean overtime as herein authorized and no compensation or allowance of any kind shall be allowed for overtime not authorized.

Section 3. Except as herein otherwise provided in this Article, overtime shall be paid at the rate of one and one-half ($\frac{1}{2}$) times the regular hourly rate.

Section 4. Where an employee is required to work on a designated holiday, he/she shall receive, in addition to his/her holiday pay, a time and one half rate for the first eight (8) hours worked and a double time rate for over eight (8) hours worked.

Section 5. After Hour Call Stipend- In order to compensate employees for phone calls received after hours, the Public Works Superintendent, the Fleet Maintenance Superintendent and the Facilities and Grounds Manager each shall receive a one thousand six hundred (\$1,600.00) dollar stipend; the Streets

and Parks Foreman each shall receive a seven hundred and fifty (\$750.00) dollar stipend each July 1st payable in a separate check. This stipend shall not be included in any calculation for overtime or pension.

ARTICLE 7 – WAGES/LONGEVITY

Section 1. Each employee covered by this Agreement shall, receive wage increases of two (2.00%) percent per year for each of the three fiscal years of this contract, the amount of base wage shown in Appendix A, attached hereto and made a part hereof. It is mutually understood by the parties that said increase for the first fiscal year of this contract (2013 – 2014) shall be retroactive to July 1, 2013.

Section 2. The Facilities and Grounds Manager shall receive salary adjustments prior to the two (2%) percent general wage increase as follows: effective 7/1/2013, two hundred and fifty (\$250.00) dollars; effective 7/1/2014, three hundred and fifty (\$350.00) dollars; effective 7/1/2015, five hundred (\$500.00) dollars.

Section 3. All employees with twenty (20) years of more service will receive a Longevity Bonus of four hundred (\$400.00) dollars, which amount shall be payable each year on the employee's City anniversary date while the employee is in the employ of the Public Works Department.

Section 4. All employees, who were not members of the bargaining unit as of July 1, 2013, but were promoted into this bargaining unit from the Public Works Union, and have completed twenty (20) years of service will receive a Longevity Bonus of four hundred (\$400.00) dollars, which amount shall be payable each year on the employee's City anniversary date while the employee is in the employ of the Public Works Department.

Section 5. All new employees who were not employed by the City as of 7/1/2013 hired into this bargaining unit will not receive a Longevity Bonus.

ARTICLE 8 – PROBATIONARY PERIOD

Section 1. All new employees, who are not employed by the City on the date of their appointment, shall serve a probationary period of twelve (12) months. Upon completion of the probationary period, the seniority of such new employees shall date from the date of hiring. Notwithstanding any other provision of this Agreement, said new employees may be terminated by the City at any time during their probationary period. The same shall not be a grievable matter by the employees or the Union.

Section 2. Promotional appointments involving members of the bargaining unit are for a probationary period of six (6) months during which time an employee shall demonstrate ability to perform the position in a proficient manner. Promoted employees who do not successfully complete their probationary period as determined by the City will be reinstated to the position in the class from which they were promoted. The same shall not be a grievable matter by said employee or the Union.

Section 3. Promotional appointments involving other employees who are employed by the City on the date of the promotion, but who are not members of the bargaining unit, are for a probationary period of six (6) months during which time an employee shall demonstrate ability to perform the position in a proficient manner. Said employees may be terminated by the City at any time during their probationary period. The same shall not be a grievable matter by said employee or the Union.

ARTICLE 9 – INSURANCE

Section 1. The following insurance shall be in effect during the term of this Agreement and, unless otherwise indicated, the cost shall be paid by the Employer:

All employees shall be offered coverage in a PPO, HMO, or HSA. Plan summaries are shown in Appendix E. Employees shall pay the following percentages of the cost of the PPO, HMO, or HSA as shown below:

<u>Effective Date of Coverage</u>	<u>PPO</u>	<u>HMO</u>	<u>HSA</u>
7/1/13	15.0%	12.0%	6.0%
7/1/14	16.0%	13.0%	7.0%
7/1/15	17.0%	14.0%	8.0%

The Health Savings Account option is a high-deductible plan, with a one thousand five hundred (\$1,500.00) dollar annual deductible for single members and a three thousand (\$3,000.00) dollar annual deductible for two (2) or more members. For members choosing this option, the City will contribute fifty (50%) percent of the deductible for the duration of this contract.

a. Group Life Insurance:

1. The Employer shall provide and pay for the entire cost of a forty thousand (\$40,000) dollar Term Life Insurance Policy and a forty thousand dollar (\$40,000) Accidental Death and Dismemberment benefit.

2. The Employer shall provide and pay for the entire cost of a fifteen thousand (\$15,000) dollar paid-up Life Insurance Policy for employees who retire after ten (10) years of service with the Employer.
- b. Dental Insurance: The Employer shall provide and pay one hundred (100%) percent of the cost of individual coverage of a co-pay Dental Plan with Riders A, B and C. The employee will also be allowed to add their family to the Plan. The City shall pay fifty (50%) percent of the cost of family coverage of a co-pay dental plan with Riders A, B and C. The employee will be required to pay in advance the remaining fifty (50%) percent of the cost of said family coverage. Plan summary as shown in Appendix F.
 - c. Short Term Disability: The City shall provide and pay the entire cost of short-term disability insurance with coverage and benefits at least equivalent to that presently provided for Department Heads.
 - d. Long Term Disability: The City shall provide and pay the entire cost of long-term disability insurance with coverage and benefits at least equivalent to that presently provided for Department Heads.
 - e. Medical Benefits for Retirees:
 1. For employees retiring who were hired by the City on or before 6/30/09, the City agrees to pay one hundred (100%) percent of medical insurance premiums, including all riders provided for bargaining unit employees, as presently provided. In addition, the City agrees to pay sixty (60%) percent of medical insurance premiums, including all riders provided for the spouses of bargaining unit employees, as presently provided. The employee will be required to pay in advance the remaining forty (40%) percent of the cost of said spouse's coverage. The City will continue to pay such premiums until the retiree and spouse reach age sixty-five (65). The City will not pay the cost of such coverage for any employee retiring on disability or deferred pension.
 2. For employees retiring who were hired by the City on or after 7/1/09, the City agrees to pay fifty (50%) percent of medical insurance premiums, including all riders provided for bargaining unit employees, as presently provided. In addition, the City agrees to pay thirty (30%) percent of medical insurance premiums, including all riders provided for the spouses of bargaining unit employees, as presently provided. The employee will be

required to pay in advance the remaining fifty (50%) percent of the cost of said retiree's coverage and the remaining seventy (70%) percent of said spouse's coverage. The City will continue to pay such premiums until the retiree and spouse reach age sixty-five (65). The City will not pay the cost of such coverage for any employee retiring on disability or deferred pension.

3. For employees retiring the City agrees to pay fifty (50%) percent of the cost of individual coverage only, for those employees who have reached age sixty-five (65). The employee will be required to pay in advance the remaining fifty (50%) percent of the cost of said coverage. The City will not pay the cost of such coverage for any employee retiring on a disability or deferred pension. The retiree shall have the option to purchase, at his/her expense, coverage for dependents through the City's insurance policies (at group rates) providing the benefits are available through the City's insurance provider.
4. For employees retiring who were hired by the City on or after 7/1/2013 are not eligible for retiree medical/dental insurance through the City of Norwich and the City will not pay for the cost of any insurance.

Section 2. Notwithstanding any other provision of this Agreement or any past practice, Workers' Compensation coverage providing for compensation of one hundred (100%) percent of an employee's regular weekly wage during the first six (6) months of employment connected with the disability after the date of injury; and in accordance with the Workers' Compensation Act thereafter.

Section 3. Right to Select Carrier:

The benefits provided in Section 1 of this Article shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Employer. "Insurance Companies" includes regular life insurance companies and non-profit organizations providing hospital, surgical, medical or life insurance benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company. Notwithstanding any such changes in provider, the level of benefits shall remain the same.

Section 4. Waiver of Coverage:

- a. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above, and in lieu thereof, shall receive an annual payment in

cash of: single (\$500.00), two (2) person (\$750.00) and family (\$1,000.00). If an employee reduces coverage from two (2) person to single, he/she shall receive an annual payment in cash of \$150.00. If an employee reduces coverage from family to two (2) person, he/she shall receive an annual payment in cash of \$250.00. If any employee reduces coverage from family to single, he/she shall receive an annual payment in cash of \$400.00. Payment in lieu of coverage will only be made if the coverage cancellation or reduction is voluntary on the part of the City employee. Payment to those employees waiving or reducing coverage shall be made in equal payments in February and June. Proof of change in insurance status may be required by the City. Any payments under this Section shall not be regarded as compensation for wage, overtime or pension calculation purposes. The waiver provision is not available to employees or eligible dependents who are able to transfer to another member's coverage that is provided by the City of Norwich, Norwich Public Utilities, or Norwich Board of Education.

- b. Where a change in an employee's status prompts the employee to resume City-provided insurance coverage, the written waiver may, upon written notice to the City be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
- c. Notice of intention to waive insurance coverage must be sent to the Human Resources Director not later than October 1st, to be effective on July 1st of each contract year. The election to waiver coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage.
- d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Section 5. The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code, hereinafter referred to as "Code", as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City's Premium Conversation Plan, hereinafter referred to as "Plan", whereby eligible employees are permitted the option to pay for medical insurance coverage as required by this Agreement with a portion of their salary prior to federal income or social security taxes being withheld. Subject to the provisions of the Code and the Plan, the City shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in

addition to any reductions under other agreements or benefit programs maintained by the City or required by law.

ARTICLE 10 – HOLIDAYS

Section 1. All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays not worked, irrespective of the day of the week on which the holiday may fall, at the rate of eight (8) hours of pay:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 2. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, provided the same is not superseded by federal or state law.

Section 3. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday, provided the same is not superseded by federal or state law.

Section 4. Employees absent without leave on the last working day before, or the first working day following a day specified in this Agreement as a holiday shall not be paid for such holiday.

Section 5. Employees who report to work at the beginning of his/her regularly scheduled shift on the day before Christmas, provided Christmas does not fall on Sunday or Monday, shall be allowed to leave work after four (4) hours.

ARTICLE 11 – VACATIONS

Section 1. Each employee covered by this Agreement shall be granted full vacation pay at his/her current hourly earnings as vacation on the following basis:

- a. All regular employees with less than one (1) year's employment shall receive a vacation leave with pay for one (1) day for each month of service not to exceed ten (10) working days. Except as herein otherwise provided all regular employees of the City for a period of one (1) year or longer shall receive two (2) calendar weeks vacation with pay. No vacation shall be granted

during original probationary period, but if regular status is obtained, vacation time shall be allowed for time served in probation.

- b. Upon completion of further years of service, additional vacation time will be accrued according to the following schedule:

6 years	3 weeks vacation
13 years	4 weeks vacation
16 years	4 weeks + 1 day vacation
17 years	4 weeks + 2 days vacation
18 years	4 weeks + 3 days vacation
19 years	4 weeks + 4 days vacation
20 years	5 weeks vacation

Section 2. Vacation leave earned during the calendar year shall be granted and taken during the following calendar year. It cannot be carried from one year to the next, unless a request is submitted by the employee to the Public Works Director prior to the close of the calendar year in which said days were to be taken. The Public Works Director may, if he/she deems it in the best interest of the Department and the City, and if the request is also approved by the Human Resources Director, permit the employee to carry over a maximum of ten (10) earned vacation leave days from one calendar year to the next. Any such approved carry-over days shall be taken no later than June 30th of the following calendar year. If carry-over days are not used by June 30th of the following year, they will be cancelled.

The June 30th cancellation date may be extended on a day-to-day basis in the event of an emergency as determined solely by the Public Works Director, with the approval of the Human Resources Director. Such extension will be limited to the duration of the emergency.

Section 3. If any employee takes his/her vacation during the period which includes one of the holidays granted under this Agreement, he/she shall be entitled to an additional day of vacation leave.

Section 4. At the time of an approved retirement, separation from service in good standing, or death, all cumulative vacation leave shall be granted to the employee prior to his/her separation date or shall be paid, based on his/her current wages, to the employee or his/her designated beneficiary, or in lieu therefore, to the estate of the employee.

Section 5. For the purpose of computing vacation leave with pay, the calendar month shall be used. Any employee regularly appointed during the first fifteen (15) days of any month shall be considered as having been appointed on the first of that month, and those employees appointed on the sixteenth (16th) day of the month thereafter, shall be considered as having been appointed on the first day of the subsequent month. Vacation leave accumulated during the calendar year shall be granted during the

following calendar year and shall not be cumulative. Upon the employee's request, the Department Head, with the approval of the Human Resources Director and the City Manager, may grant payment in lieu of vacation. The failure to grant said payment shall not be a grievable matter by the employee or the Union.

Section 6. In all cases, vacation leave shall be granted when, in the opinion of the Department Head, with due consideration of the wishes of the employee, it shall be convenient to the conduct of departmental questions; provided however, that vacation leave granted in addition to the normal two (2) weeks annual leave need not out of necessity be granted consecutively with said normal annual leave. In all cases, vacation time must be made at least forty-eight (48) hours prior to the time requested. If an employee has no remaining sick leave and finds it necessary to be absent because of sickness, he/she may use vacation time, with the notification requirements in these cases being the same as those included in ARTICLE 12-SICK LEAVE.

Section 7. In the event of illness during any employee's vacation period, the employee shall be given an option of charging the sick days to his/her sick leave, provided a medical doctor can verify the illness.

Section 8. Employees may take vacation leave in increments of one (1) hour or more.

ARTICLE 12 – SICK LEAVE

Section 1.

- a. Each employee shall accumulate to his/her credit one (1) day sick leave with pay for each completed calendar month of service, not to exceed one hundred sixty (160) working days.
- b. Employees may take sick leave in increments of one (1) hour or more.

Section 2. Sick leave shall be granted for absence from duty because of illness, non-compensable bodily injury or disease, exposure to contagious disease or attendance upon members of the immediate family whose illness requires the care of such employee. "Immediate family" is defined for the purpose of these rules as father, mother, sister, brother, wife, husband, or children related either by blood or marriage to the employee. No benefits or wages shall be paid to an employee if investigation shows falsification of any claim for sick leave benefits and, in addition, said employee shall be subject to other appropriate disciplinary action by the City. Any dispute or disciplinary action under this Section of this Article shall be subject to the Grievance Procedure.

Section 3. When an employee finds it necessary to be absent for any of the reasons specified herein, he/she or a member of his/her immediate family shall cause the facts to be reported to his/her Supervisor at least one-half (½) hour before the start of each working day of absence. Sick leave shall not be granted unless such report has been made.

Section 4. In all cases where sick leave exceeding three (3) working days, but not more than one (1) workweek, is taken because of illness, injury or disability, a personal affidavit regarding same must be presented to the Department Head on or before the day the employee returns to work; and where sick leave exceeds one (1) week, a medical certificate acceptable to the City regarding the illness, injury or disability substantiating the reasons for the absence must be submitted to the Department Head on or before the day the employee returns to work. Failure of the City to request a personal affidavit or a medical certificate pursuant to this provision shall not constitute a waiver by the City of said provision.

Section 5. For any illness or injury exceeding ten (10) working days, an employee shall provide to the City a medical certificate acceptable to the City from a licensed physician, who shall describe the nature of the illness, injury, or disability and the anticipated date the employee will return to work. Thereafter, an employee may be required to provide to the City additional medical certificate(s) if he/she is unable to return on the aforesated anticipated return date and any amended return date. Lastly, prior to returning to work, the employee shall provide to the City a medical certificate acceptable to the City from a licensed physician indicating that, in the physician's opinion, the employee is able to return to work and perform all duties required of his/her position with the City. Failure of the City to request a medical certificate pursuant to this provision shall not constitute a waiver by the City of said provision.

Section 6. A medical certificate acceptable to the City from a licensed physician may be required for the fifth (5th) sick leave occurrence and each subsequent sick leave occurrence each calendar year. Failure to provide the same, if required by the City, shall result in the employee not being paid for said absence. In addition, the employee may be subject to additional disciplinary action. The failure of the City to request a medical certificate to this provision shall not constitute a waiver by the City of this provision.

Section 7. In cases of extreme emergency involving valuable employees with a record of meritorious service, who through serious and protracted illness have used up all accumulated sick leave, compensatory time off and vacation leave, an extension of sick leave beyond the maximums provided for in these rules may be granted on request to the Human Resources Director, with the written approval of the Human Resources Director and the City Manager. The failure to grant said extension shall not be a grievable matter by the employee or the Union.

Section 8. An employee, upon retirement, shall receive on the basis of his/her current wages, full compensation for any of his/her unused accumulated sick leave up to a maximum of one hundred (100) days.

Section 9. For employees hired by the City on or after 7/1/2013, upon retirement, shall receive on the basis of his/her current wages, full compensation for any of his/her unused accumulated sick leave up to a maximum of fifty (50) days.

Section 10. In the event of an employee's death, his/her designated beneficiary, or in lieu thereof, his/her estate, shall receive on the basis of the employee's current wages, full compensation for any of his/her unused accumulated sick leave up to a maximum of one hundred (100) days.

Section 11. For employees hired by the City on or after 7/1/2013, in the event of an employee's death, his/her designated beneficiary, or in lieu thereof, his/her estate, shall receive on the basis of the employee's current wages, full compensation for any of his/her unused accumulated sick leave up to a maximum of fifty (50) days.

Section 12. Each employee who uses no sick leave hours during any calendar year shall be granted an attendance bonus of four (4) days pay, which amount shall not be used for pension purposes. Each employee who uses at least one (1) hour of sick leave, but less than eight (8) hours of sick leave, beginning with the calendar year 1998 shall be granted an attendance bonus of two (2) days pay. Eligibility shall be determined on December 31st of each year. Payment of the bonus shall be made no later than February 1st. This benefit shall be prorated for any new employee who works less than a full calendar year or who leave employment prior to the end of the calendar year. The Attendance Bonus for the calendar year will be cancelled by any disciplinary suspension or unauthorized absence during the calendar year.

ARTICLE 13 – LEAVE PROVISIONS

Section 1. Funeral Leave:

- a. A member of the bargaining unit shall be granted a leave of absence with pay for a maximum of three (3) days for the purpose of attending funerals in his/her immediate family, provided such leave is approved by both the Public Works Director and the Human Resources Director. "Immediate family" as used in this Article shall mean father, mother, sister, brother, husband, wife, child, stepchild, mother-in-law, father-in-law, grandparents, or other relatives who are actual members of the household.

- b. In addition to Section 1(a) of this Article, a leave of absence with pay for a maximum of one (1) day for the purpose of attending the funeral of the member's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle if the aunt or uncle is a sibling of the member's mother or father, provided such leave is approved by both the Public Works Director and the Human Resources Director.
- c. All funeral leave must be taken within seven (7) calendar days from the date of death.

Section 2. Family Obligation Leave:

- a. An employee may be granted a leave of absence with pay or without pay by the Director of Public Works, with the written approval of the Human Resources Director and the City Manager, for the purpose of attending family obligations in his/her "immediate family" (as defined in Section 1(a) of this Article) when applied for in writing, stating the purpose or reason for such leave on a form provided by the Human Resources Director.
- b. An employee may be granted family obligation leave, hereinafter referred to as "leave", up to a maximum of three (3) days for his/her own wedding. An employee may be granted a leave of absence of up to a maximum of one (1) day for the wedding of an immediate family member. Leave granted to an employee for his/her wedding, or for the wedding of an immediate family member, shall be taken on the actual wedding date or the day(s) immediately prior to said wedding date. Leave granted to an employee for his/her high school or college graduation or the graduation of an immediate family member shall be limited to a maximum of one-half (½) day. Additional leave for weddings or graduations may be granted by the Department Head, with the written approval of the Human Resources Director and City Manager. The term "immediate family" for the purpose of this subsection is defined in Section 1(a) of this Article.

Section 3. Notwithstanding the aforesaid, the failure of the City to grant any requested leave under this Article shall not be a grievable matter by the employee or the Union.

Section 4. Personal Leave Days:

All employees of this bargaining unit shall be entitled to two (2) personal leave days, to be taken at the employee's discretion provided advance notice of seventy-two (72) hours is provided to the employee's Department Head. Such personal leave days shall not be cumulative. Personal leave may be taken by the employee in increments of one (1) hour.

ARTICLE 14 – RETIREMENT AND PENSION FUND

Section 1. Employees who are participating members of the City of Norwich Employee's Retirement Fund (hereinafter "Fund") will continue to retire in accordance with the provisions of said Fund, as amended. If the City engages in coalition bargaining negotiations regarding pension with other municipal collective bargaining units during the life of this Agreement, the City agrees to include the Public Works Supervisors Union of Norwich, Inc. as part of aforesaid negotiations.

Section 2. The terms and conditions of the Pension Modification Agreement, originally ratified by the Union on June 23, 1983, attached hereto as Appendix B, and as amended on July 2, 1984, attached hereto as Appendix C, and amended on March 6, 1995, attached hereto as Appendix D, are incorporated and made a part of this Contract. Further, it is expressly understood and agreed by the parties that said Pension Modification Agreement and said amendments to the Pension Modification Agreement (known as Appendix B, Appendix C, and Appendix D) shall be effective and binding as of March 6, 1995.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, a grievance shall be defined as the allegation of a misapplication or misinterpretation of a specific term of this Agreement, or a suspension, dismissal or other departmental disciplinary action excluding oral or written reprimands or warnings.

Section 2. Notice of disciplinary action, other than an oral reprimand or warning, shall be given to the employee in writing. Copies of all required notices of disciplinary action and appeals shall be transmitted to the employee and to the Union, and shall be placed in the employee's personnel file.

Section 3. The aggrieved employee may be accompanied by another member of the Union at any step of the grievance procedure.

Section 4. Grievances shall be processed in the following manner:

STEP 1. The grievance shall be presented by the aforesaid employee, in writing, to the immediate supervisor within five (5) working days of the event giving rise to the grievance. The immediate supervisor shall meet with the employee within five (5) working days of receiving the grievance. (In the event that the immediate supervisor is the Department Head, the grievance shall be presented by the aggrieved employee in writing to the Department Head within five (5) working days of the event giving rise to the grievance and the same shall

be processed in accordance with Step 2.) Said grievance shall state the details giving rise to the grievance, the section(s) of the Agreement alleged to have been violated, and the remedy sought.

STEP 2. If no satisfactory settlement is reached in Step 1, the written grievance shall be presented by the aggrieved employee within five (5) working days to the Department Head for further action. The Department Head shall have ten (10) working days to respond.

STEP 3. If no satisfactory settlement is reached in Step 2, the written grievance shall be submitted by the aggrieved employee within five (5) working days after the decision of the Department Head to the Human Resources Director. The Human Resources Director will make an effort to resolve the grievance and shall render an answer within ten (10) working days of its receipt.

STEP 4. In the event the grievance is not settled in Step 3 above in a manner satisfactory to both parties, then either the Union or the City has the right and authority, within ten (10) working days thereafter, to submit it to the Connecticut State Board of Mediation and Arbitration to arbitrate such dispute or grievance in accordance with its rules. The decision of the Board shall not add to, subtract from, or otherwise amend the Collective Bargaining Agreement between the City and the Union.

Section 5. Any time limit specified in the Article, except for the initial filing of a grievance, may be extended by a mutual agreement of the Union and the City, provided that if a grievance is not submitted by the Union to a higher step in the above procedure within the specified time limit, it shall be deemed settled on the basis of the answer rendered at the last step considered.

Section 6. When a decision is not rendered by the City at any step with the time limits specified in the grievance procedure, the employee shall assume that no satisfactory settlement can be reached and may proceed with the next step of the grievance procedure, provided he/she does so within the specified time limits enumerated in Section 4 of this Article. Failure of the City to act at any step in the grievance procedure shall be construed as though the City rejected said grievance.

ARTICLE 16 – PROTECTIVE CLOTHING AND TOOLS

Section 1. The City shall reimburse each employee whose duties require the use of safety shoes the sum of one hundred twenty five (\$125.00) dollars per annum. It is mutually understood and agreed that the City shall have the sole right to determine the need for and the type of safety shoes to be worn.

Section 2. The City shall provide to the Fleet Maintenance Superintendent the same tool, clothing, and cleaning allotment presently provided to other mechanics in the Public Works garage operation. Effective 7/1/2014, the Fleet Maintenance Superintendent, will no longer receive a tool allowance.

ARTICLE 17 – LAYOFFS

Layoffs will be conducted in accordance with the City's Merit System Rules.

ARTICLE 18 – MANAGEMENT RIGHTS

Section 1. The Union recognizes that, subject to the terms of this Agreement, the City has rights, powers, and authority to manage its own operations. These rights include, but are not limited to:

- a. Establishing standards for productivity, determining the objectives of municipal departments, determining the methods and means of fulfilling those objectives including selecting, increasing and decreasing the staff through hiring, promotion, assignment, transfer, discharge and layoff;
- b. Maintaining discipline and efficiency of employees;
- c. Establishing and changing protection standards and quality standards;
- d. Determining the need for removing, replacing, and purchasing new equipment;
- e. Determining the needs for purchasing or contracting for products and services from outside sources;
- f. Introducing new and improved methods or improve old methods of operation;
- g. Determine the need to add, alter, or discontinue services and programs;
- h. Taking any necessary action to fulfill its objectives in emergencies; and
- i. Fulfilling all of its legal responsibilities.

Section 2. The City's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE 19 – NO STRIKE CLAUSE

Section 1. The Union and the employees expressly agree that during the life of this Agreement there will be no strikes, slowdowns, work stoppages, mass absenteeism or mass resignations, or other similar forms of interference with the operation of the Department.

Section 2. Any and all employees participating in such strikes or other prohibited activity described above in this Article shall be subject to appropriate action by the City. The City shall not lock out members of the bargaining unit during the life of this Agreement.

ARTICLE 20 – SUBSTANCE ABUSE POLICY

Section 1. Purposes. The purposes of this policy are as follows:

- a. To establish and maintain a safe, healthy, working environment for all employees;
- b. To insure the reputation of the Norwich Public Works Department and its employees as good, responsible citizens worthy of public trust;
- c. To reduce the incidents of accidental injury to person or property;
- d. To reduce absenteeism, tardiness and indifferent job performance;
- e. To provide assistance toward rehabilitation for any employee who seeks the Public Works Department's help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

Section 2. Definitions:

- a. Alcohol or Alcoholic Beverages – means any beverage that has an alcoholic content;

- b. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it, except prescription drugs as defined in Section 2(c) of this Article.
- c. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner;
- d. Illegal Drug – means any drug or controlled substance, the sale or consumption of which is illegal;
- e. Supervisor – means the employee’s immediate superior in the chain of command or the Director of Public Works or his/her designee;
- f. Employee Assistance Program – means Employee Assistance Program provided by the Human Resources Department of the City of Norwich or any agency/entity the City has contracted with to provide said Program.

Section 3. Employee Assistance Program:

- a. Any employee who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by a Supervisor.
- b. Request for assistance through “recommendation” or “Supervisor referral” will be treated as confidential. “Self referral” confidentiality will be maintained between the individual seeking help and the employee assistance personnel.
- c. Employee progress will be monitored by the Director of Public Works, or his/her designee.
- d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Public Works Department will grant rehabilitation leave of full pay up to accumulated sick leave. Outpatient care will be charged to sick leave. Employees using up accumulated sick leave may be allowed to use vacation and other accumulated earned leave time.

- e. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 3(d) above, the employee must have been employed at least one (1) year; must maintain at least weekly contact with the Director of Public Works or his/her designee, except during periods of inpatient treatment provided said employee has advised the Director of Public Works in advance of the same; and must provide certification that he/she is continually enrolled in a treatment program and actively participating in that program.
- f. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade and seniority.

Section 4. Alcoholic Beverages:

- a. No alcoholic beverages will be brought to work by an employee on his/her person or consumed while on duty or on property owned by the City of Norwich. The Public Works Department may invoke appropriate disciplinary action for any violations.
- b. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.
- c. Any employee whose off-duty use of alcohol results in an inability to perform all duties required of the employee in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

Section 5. Prescriptive Drugs:

- a. No prescription drug shall be brought to work by an employee on his/her person other than the individual for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed.
- b. Any employee whose use of prescription drugs is either in violation of Section 5(a) of this Article or results in an inability to perform all duties required of said employee in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

Section 6. **Illegal Drugs:**

- a. The use of an illegal drug or controlled substance or the possession of them, on the employee's person, while said employee is on duty is cause for suspension or termination.
- b. Any employee whose use of illegal drugs, off duty, results in an inability to perform all duties required of said employee in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.
- c. The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person while on duty is cause for suspension, or termination, and/or for referral to law enforcement authorities.
- d. The sale, trade or delivery of illegal drugs or controlled substances by an employee while off duty to another person which results in an arrest shall be cause for suspension. Further, any subsequent conviction for said sale, trade or delivery of illegal drugs or controlled substances shall be cause for suspension or termination.

Section 7. **Procedures:** The procedures of the City of Norwich Public Works Department in regards to employees using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

- a. Employees shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

STEP 1. Supervisors who have a reasonable belief that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm.

STEP 2. The Supervisors shall immediately notify the Director of Public works or his/her designee.

STEP 3. Both the Supervisor and the Director of Public Works, or his/her designee, will interview the employee and if they both believe, abased upon observation of the employee's

behavior, that the employee is under the influence of alcohol, drugs or chemicals then said employee will be taken to the Public Works Department's designated hospital or testing facility.

STEP 4. The decision to relieve the employee from duty shall be documented immediately, or as soon thereafter as practicable. Both the Supervisor and the Director of the Public Works, or his/her designee, should document such reasons and observations, such as glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, and change in normal appearance, etc.

STEP 5. If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test.

1. It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Director of Public Works and may be used in disciplinary proceedings against the employee.
2. If the employee refuses to submit to the aforesaid test, the City shall consider said employee to be in violation of this Collective Bargaining Agreement. The employee will be relieved of duty and removed from the payroll.

STEP 6. When an alcohol/drug test is administered, the employee will be placed on limited duty or leave with pay until results are available.

1. When test results are positive, the employee will be relieved of duty and will be offered an opportunity to participate in the Employee Assistance Program in lieu of disciplinary action being taken.
2. The Director of Public Works, or his/her designee, shall make final determination whether the employee returns to active status or remains off duty.
3. Rejection of treatment or failure to complete the program will be cause for suspension or termination.
4. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

5. No employee will be eligible for the Employee Assistance Program more than once.
- b. Any employee driving a Public Works Department apparatus involved in an accident shall be tested for drugs and alcohol if the Supervisor or the Director of Public Works, or his/her designee, observes conduct which reasonably believes them to conclude that the employee is under the influence of alcohol or drugs, such as, but not limited to, glazed eyes, smell of alcohol on breath, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, and change in normal appearance, etc.
- c. Any Supervisor who does not relieve an employee suspected of being under the influence of alcohol, drugs, or chemical will be subject to disciplinary action.
- d. Random drug tests of employees shall not be performed unless the same is permissible by law.

Section 8. Effective Date – Notice to Employees – Federal/State Law:

- a. The policies set forth in this Substance Abuse Policy shall be effective July 1, 1994. Each present employee will be furnished a copy of this Policy and will sign a receipt for same. Employees hired in the future will be furnished a copy before hiring.
- b. All testing shall be done by a laboratory certified or licensed to conduct such testing.
- c. These policies will be implemented in a manner that will comply with all applicable federal and state laws. The Employer agrees not to conduct random drug testing unless the same is permissible by law.

Section 9. It is mutually understood and agreed by the parties that the City shall have the absolute right to engage in alcohol and drug testing of applicants for employment with the Norwich Public Works Department in accordance with applicable law. The City shall have no obligation to hire any applicant who fails said alcohol or drug testing.

Section 10. While the Union and the City agree to a Substance Abuse Policy, the Union shall be held harmless for any violation of any of the employee's legal rights that may be violated by the City out of and arising from the administration of this Policy.

Section 11. The failure of the City to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Article.

ARTICLE 21 – MISCELLANEOUS

Section 1. Whenever the singular is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

Section 2. The City may require any employee to undergo a physical, psychiatric, and/or psychological examination by a licensed physician, psychiatrist, and/or psychologist. The City agrees to pay for such examination(s). A copy of the physical, psychiatric, and/or psychological examination report should be forwarded to the City and will be placed in the employee's appropriate personnel file.

Section 3. Effective upon the execution of this Agreement, the assignment of a municipal vehicle to an employee or position, and permission to take said vehicle home, shall be at the sole discretion of the City. The failure of the City to assign a vehicle to an employee or a position, or the decision not to permit said vehicle to be taken home by an employee shall not be a grievable matter by the employee or the Union.

ARTICLE 22 – ALTERATION OF AGREEMENT

Section 1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group or employees within the bargaining unit with the City, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties hereto.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute precedent in the future enforcement of all terms and conditions herein.

ARTICLE 23 – SEVERABILITY

Section 1. If any Article, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining positions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or

provision, and the parties do hereby declare that these would have severally approved of and adopted each provision contained herein, separately and apart from each other.

Section 2. All parts and sections of the 2001-2005 agreement that are not changed as a result of negotiations shall remain unchanged and in full force and effect for the life of the successor agreement.

ARTICLE 24 – DURATION

Section 1. The term of this Agreement shall be from July 1, 2013 through June 30, 2016. Either party wishing to terminate, amend or modify this Agreement shall notify the other party in writing not more than one hundred fifty (150) days, nor less than one hundred twenty (120) days prior to such expiration date. Within twenty (20) days of receipt of such notification by either party, a conference shall be held between the City and the Union's Negotiating Committee for the purpose of such termination, amendment, or modification.

Section 2. Unless otherwise indicated, all provisions of this Agreement shall become effective upon execution of said Agreement by the parties, or as soon hereafter as possible or practicable.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 5th day of September, 2013

Signed, Sealed and Delivered in the presence of:

CITY OF NORWICH

Bridget K. Marks

Alan J. Bergen

PUBLIC WORKS SUPERVISORS, LOCAL 818, COUNCIL 4, AFSCME

Kevin M. Murphy

Ralph Scurt

Joe Peluso

APPENDIX A – WAGE SCALE

FLEET MAINTENANCE SUPERINTENDENT						
PUBLIC WORKS SUPERINTENDENT						
7/1/2013 - 6/30/2014		7/1/2014 - 6/30/2015		7/1/2015 - 6/30/2016		
Entrance Rate	Step 2 Rate After One (1) Year	Entrance Rate	Step 2 Rate After One (1) Year	Entrance Rate	Step 2 Rate After One (1) Year	
Annual	\$ 71,655.91	\$ 75,130.47	\$ 73,089.03	\$ 76,633.08	\$ 74,550.81	\$ 78,165.74
FACILITIES AND GROUNDS MANAGER						
7/1/2013 - 6/30/2014		7/1/2014 - 6/30/2015		7/1/2015 - 6/30/2016		
Entrance Rate	Step 2 Rate After One (1) Year	Entrance Rate	Step 2 Rate After One (1) Year	Entrance Rate	Step 2 Rate After One (1) Year	
Annual	\$ 62,397.78	\$ 65,401.73	\$ 64,002.74	\$ 67,066.77	\$ 65,792.79	\$ 68,918.10
STREETS AND PARKS FOREMAN						
7/1/2013 - 6/30/2014		7/1/2014 - 6/30/2015		7/1/2015 - 6/30/2016		
Entrance Rate	Step 2 Rate After One (1) Year	Entrance Rate	Step 2 Rate After One (1) Year	Entrance Rate	Step 2 Rate After One (1) Year	
Annual	\$ 62,142.78	\$ 65,146.73	\$ 63,385.64	\$ 66,449.66	\$ 64,653.35	\$ 67,778.65

APPENDIX B – PENSION MODIFICATION AGREEMENT

- A. This Agreement shall become effective July 1, 1983 or upon signing of Agreement effective July 1, 1983, whichever is later.
- B. Upon the effective date of this Agreement, all participating employees shall contribute five (5%) percent of their weekly total compensation to the City of Norwich Retirement Fund.
- C. Survivors' benefits shall be paid to the spouse of any retiree who dies, provided that said retiree had been married for a period not less than one (1) year prior to his death and, further, provided that such survivors' benefit shall cease immediately upon the remarriage of the surviving spouse. The survivor's benefit shall equal seventy-five (75%) percent of the retirement benefit the employee received.
- D. There shall be no change in retirement benefits upon receipt of Social Security benefits.
- E. Employees shall be eligible for service-related disability pension benefits as follows:
 - 1. Definitions
 - a. **Service-Related Disability:** The term Service-Related Disability shall mean that an employee is physically or mentally unable; as a result of bodily injury or disease received while in the performance of his duty as an employee of the City of Norwich, to engage in or perform his regular duties with the City. Such Service-Related Disability cannot be a result of the employee's own willful misconduct, and must be permanent and continuous for the employee's life.
 - b. **Willful Misconduct:** The term Willful Misconduct shall include, but will not be limited to, the following events:
 - 1. Disability resulting from an intentionally self-inflicted injury.
 - 2. Disability which was contracted, suffered, or incurred while engaged in, or resulting from being engaged in a felonious enterprise.
 - c. **Gainful Employment:** The term Gainful Employment shall mean the performance of a reasonable occupation in a part-time or full-time position for pay or profit.
 - 2. Service-Related Disability Pension Benefit
 - a. In order to receive a Service-Related Disability Pension Benefit, proof of permanent disability must be submitted to the Personnel and Pension Board, which Board will then require examinations to be made by at least two impartial medical and/or psychiatric examiners. The Board may require; no more than one in each twelve-month period medical and/or psychiatric evidence of continuance of such disability at no cost to the pension recipient.
 - b. An employee who is retired under the terms and conditions of Sub-Section 1 of Section 8 of the City of Norwich Employee's Retirement Fund Act will receive a Service-Related Disability Pension Benefit, which shall equal one-half (1/2) of the annual rate of annual compensation received by said employee at the time of disability, except as said Benefit may be adjusted under the conditions set forth in Sub-Part 3 of this Section.
 - 3. Adjustments to Service-Related Disability Pension Benefit
 - a. No adjustment to this Benefit shall be made during the first twelve (12) months following the determination of the Service-Related Disability.
 - b. The Service-Related disability Pension Benefit shall be discontinued immediately should the subsequent examinations, as may be required under Sub-Part 2.a of this Section, by medical and/or psychiatric examiners not show a continuance of disability.
 - c. Any Service-Related Disability Pension shall be adjusted so that the total of the pension payments and any outside income earned through gainful employment after the date of separation do not exceed in any calendar year the former base salary from the Department, plus a two (2%) percent increase in such average base figure for each full calendar year subsequent to the separation. This adjustment shall be accomplished by an annual review

of Federal Income Tax Returns and a cessation of monthly payments, to the extent that such is required, to eliminate the excess payment.

This Section shall apply only to employees hired on or after July 1, 1976.

- F. It is expressly understood by all parties to this Agreement that the increased cost, three (3%) percent, associated with these pension changes will be considered by all parties during negotiations of any Agreement expiring prior to July 1, 1988.
- G. Pension matter shall not be negotiated for a period of ten (10) years beginning July 1, 1983.

APPENDIX C – AMENDMENT TO PENSION MODIFICATION AGREEMENT

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on July 2, 1984, and that the same has not been amended or rescinded:

Resolved, that the Pension Modification Agreement dated July 1, 1983, between the City and a consortium of City Bargaining Units, excluding members of the Police Department and Fire Department be, and it hereby is amended to provide that:

1. When a City employee dies, and at the time of his or her death, he or she was eligible to retire under the City Retirement Act but chose to continue working, his or her surviving spouse shall immediately receive a benefit equivalent to 75% of the retirement benefits for which the deceased was eligible; provided that the parties had been married for no less than one year prior to death and further, that the benefits provided hereunder shall cease upon remarriage.
2. When a City employee dies and, at the time of his or her death, he or she was eligible for retirement benefits under the City Retirement Act on a deferred basis, his or her surviving spouse shall immediately receive a benefit equivalent to 75% of the retirement benefits for which the deceased was eligible; provided that the parties had been married for no less than one year prior to death and further, that the benefits provided hereunder shall cease upon remarriage.

Dated at Norwich, Connecticut this 3rd day of July, A.D. 1984.

ATTEST:

City Clerk

APPENDIX D – ADDENDUM TO MEMORANDUM OF AGREEMENT

APPENDIX C

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on March 6, 1995, and that the same has not been amended or rescinded:

WHEREAS, The City Administration and the City of Norwich Department of Public Utilities Administration and a consortium of city bargaining units have negotiated an amendment to the existing labor contracts; and

WHEREAS, said amendments grant certain pension benefits to all city employees excluding members of the police department, fire department, and employees of the Board of Education who are members of the Teacher's Retirement Fund and are covered by other collective bargaining agreements;

NOW THEREFORE BE IT RESOLVED, that the amendment to the city labor contracts agreed to by the City of Norwich and the City of Norwich Department of Public Utilities and their respective bargaining units, be and is hereby approved effective March 20, 1995; and

BE IT FURTHER RESOLVED, that said amendment applies to the following municipal collective bargaining units: Municipal Employees Union Independent; Connecticut Independent Local Union (CILU), Local 11; Public Works Supervisors Association of Norwich, Inc.; Connecticut Independent Local Union (CILU), Local 24; Norwich Public Utilities Department Supervisory Association, Local 818, AFSCME Council No. 4; International Brotherhood of Electrical Workers-Local 457; and United Steel Workers of America-Local 7766.

Dated at Norwich, Connecticut, this 7th day of March, 1995.

ATTEST:

*Sincerely,
C. Mullins*
CITY CLERK

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PROPOSED MEMORANDUM OF AGREEMENT

This proposed Memorandum of Agreement is between the City of Norwich (hereinafter "City") and the following municipal collective bargaining units (hereinafter "Unions"): Municipal Employees Union Independent (City Hall Administrators); Connecticut Independent Local Union (CILU), Local 11 (City Hall Employees); Public Works Supervisors Association of Norwich, Inc.; and Connecticut Independent Local Union (CILU), Local 24 (Public Works Department).

WHEREAS, the City and the Unions have recently concluded informal, non-binding coalition discussions relative to amending the provisions of The City of Norwich Employees' Retirement Fund (hereinafter "Fund", or "Pension Act," or "Retirement Act," or "Act"), as amended; and

WHEREAS, the Unions, acting as a component of a consortium of bargaining units, and the City have reached a tentative agreement relative to said amendments, subject to the approval/ratification of this Agreement by the memberships of each respective bargaining unit and the Norwich City Council; and

WHEREAS, by virtue of affixing his/her signature to this Agreement, the representative of each Union has attested that his/her bargaining unit has in fact voted to accept the Agreement;

NOW, THEREFORE, the parties hereby agree that this Agreement provides for the inclusion of the following terms in connection with the Retirement

Act as established under Number 276 of the Special Acts of 1945, Connecticut General Assembly, as amended:

Section 1. Retirement Benefits and Their Payments¹

- a. The personnel and pension board shall pay to each member who has been retired for superannuation under this Act a pension for life in an amount determined as ~~two (2%) percent~~ of average annual pay received during the ~~three (3) highest of the last ten (10) consecutive years~~ in the case of an employee, or the ~~three (3) highest of the last ten (10) years~~ in the case of an elected or appointed official in the unclassified service, immediately preceding his retirement, multiplied by the number of completed years of service.
- d. No pension payable hereunder, including workers' compensation payments, if any, shall exceed ~~seventy (70%) percent~~ of the average annual pay received during the ~~three (3) highest of the last ten (10) consecutive years~~ in the case of an employee, or the ~~three (3) highest of the last ten (10) years~~ in the case of an elected or appointed official in the unclassified service immediately preceding retirement; and the City shall guarantee that no such pension shall be less in amount than thirty dollars per month; provided such guarantee shall not apply to retirement for superannuation when the member shall not have completed at least twenty years of service as an employee of the City of Norwich at the time of his retirement; and provided further no pension payable to a member on account of permanent disability sustained while in the performance of his duty as an employee of the City of Norwich, as provided herein, shall be less than one-half of the annual rate of regular compensation received by the disabled employee at the time of the disability.

No other changes in Section 9 of the Retirement Act, as amended.

Section 2.²

~~No will standing any other provision of the Act, as amended, to the contrary hereof, the City of Norwich shall provide credit for the years of service of any employee with more than thirty five (35) years of service on the date of ratification of this Agreement by the Norwich City Council to receive credit for those years of service completed on that date for pension purposes.~~

¹Amends Section 9 of the Retirement Act, as amended.

²Modifies Section 1 of this Agreement.

calculation purposes; however, such employees will not be given credit for any actual or future years of service beyond said date for pension calculation purposes. In all other respects, said employees will have their pension calculated in accordance with the Act and Section 4 above.

Section 3.³

Survivors' benefit shall be paid to the spouse of any retiree who dies, provided that said retiree had been married for a period not less than one (1) year prior to his death and, further, provided that such survivors' benefit shall cease immediately upon the remarriage of the surviving spouse. The survivors' benefit shall equal ~~forty five (45%) percent~~ of the retirement benefit the employee received.

Section 4.⁴

When a City employee dies, and at the time of his or her death, he or she was eligible to retire under the ~~Act~~ but chose to continue working, his or her surviving spouse shall immediately receive a benefit equivalent to ~~forty five (45%) percent~~ of the retirement benefits for which the deceased was eligible; provided that the parties had been married for no less than one (1) year prior to death and further, that the benefits provided hereunder shall cease upon remarriage.

Section 5.⁵

When a City employee dies and, at the time of his or her death, he or she was eligible for retirement benefits under the ~~Act~~ on a deferred basis, his or her surviving spouse shall immediately receive a benefit equivalent to ~~forty five (45%) percent~~ of the retirement benefits for which the deceased was eligible; provided that the parties had been married for no less than one (1) year to death and further, that the benefits provided hereunder shall cease upon remarriage.

³Amends the 1983 Pension Modification Agreement, and prior/existing collective bargaining agreements between the parties.

⁴Amends the Retirement Act, as amended, the 1984 Amendment to the 1983 Pension Modification Agreement, and prior/existing collective bargaining agreements between the parties.

⁵Amends the Retirement Act, as amended, the 1984 Amendment to the 1983 Pension Modification Agreement, and prior/existing collective bargaining agreements between the parties.

Section 6.⁶

Notwithstanding any other provision of the Act, as amended, to the contrary, pension benefits to a member hired after the approval/ratification of this Agreement by all necessary parties, including, but not limited to, the Norwich City Council, shall include an overall inclusion which shall be capped at a maximum of fifteen (15%) percent of the member's annual base salary, or the three (3) highest of the last ten (10) consecutive years in the case of an employee, or the three (3) highest of the last ten (10) years in the case of an elected or appointed official in the unclassified series, immediately preceding said member's retirement.

Section 7.⁷

- a. Effective the first full week of the month following the approval/ratification of this Agreement by all necessary parties, including, but not limited to, the Norwich City Council, the rate of contribution to the Retirement Fund by participating members hired prior to said approval/ratification shall be six (6.00%) percent of the member's pay deducted weekly and such contribution shall be deducted from the pay of each participating member. Effective one (1) year after the aforesaid approval/ratification date, the rate of contribution to the Retirement Fund by participating members hired prior to said approval/ratification shall be seven (7.00%) percent of the member's pay deducted weekly and such contribution shall be deducted from the pay of each participating member.
- b. Effective the first full week of the month following the approval/ratification of this Agreement by all necessary parties, including, but not limited to, the Norwich City Council, the rate of contribution to the Retirement Fund by participating members hired on or after said approval/ratification shall be six (6.00%) percent of the member's pay deducted weekly and such contribution shall be deducted from the pay of each participating member. Effective one (1) year after the aforesaid approval/ratification date, the rate of contribution to the Retirement Fund by participating members hired on or after said approval/ratification shall be seven (7.00%) percent of the member's pay deducted weekly and such contribution shall be deducted from the pay of each participating member. Notwithstanding the above, any member hired on

⁶Amends Sections 9 and 15 of the Retirement Act, as amended.

⁷Amends Section 6 of the Retirement Act, as amended, the 1983 Pension Modification Agreement, and prior/existing collective bargaining agreements between the parties.

or after said approval/ratification shall not be required to make pension contributions on any overtime payments received which exceed fifteen (15%) percent of the member's annual base salary. (See Section 6 of this Agreement)

Section 8. City Pick Up of Mandatory Retirement Contributions

Notwithstanding any other provision of the Act to the contrary, the City, in accordance with the provisions of Section 414(h)(2) of the Internal Revenue Code (hereinafter "Code") as the same may be amended from time to time, and so long as legally permissible, shall pick up mandatory employee retirement contributions with respect to bargaining unit employees payable on all salary earned on or after the date of the approval/ratification of this Agreement by the Norwich City Council. Such pick up contributions shall be in lieu of employee contributions. The City shall pick up these employee contributions by an equivalent reduction in the cash salary of the employees. Employees shall not have the option of electing to receive the contributed amounts directly rather than having such amounts paid to the Fund. The employee contributions so picked up by the City shall for all purposes (including determining average annual pay under the Fund) be considered to be included in an employee's annual gross salary and shall for all purposes be treated in the same manner and to the same extent as employee contributions made prior to the date of the approval/ratification of this Agreement by the Norwich City Council.

Section 9.

Unless otherwise stated, all agreed upon changes to the Act shall be effective upon the approval/ratification of this Agreement by all necessary parties, including but not limited to, the Norwich City Council.

Section 10.

Unless in conflict with any changes/modifications to the Act agreed to by parties and specified herein, all other provisions of the Act, as amended, shall remain in full force and effect.

Section 11.

Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

Section 12.^a

The effective date of any subsequent modification to the Act, as amended, shall not be prior to January 1, 2001. It is mutually understood and agreed that if any collective bargaining contract entered into subsequent to this Agreement shall have a termination date on or before January 1, 2001, no pension matters shall be negotiated during collective bargaining leading to said successor contract.

Either party wishing to enter into discussions relative to collective bargaining to amend, modify, or terminate the Act, as amended, shall notify the other party in writing not more than one hundred twenty (120) days prior to January 1, 2001. Thereafter, a conference shall be held between the parties for the purpose of discussing such amendment, modification, or termination. It is mutually understood and agreed that all said discussions shall be non-binding on the parties unless all proposed changes in the Act, as amended, are agreed to by all parties, the same is approved/ratified by all parties, including, but not limited to the Norwich City Council, and an agreement has been executed by all parties.

Section 13.

It is mutually agreed that all discussions by the parties relative to the aforesaid proposed pension changes are non-binding on the parties unless all such changes to the Act, as amended, are agreed to by all parties, the same is approved/ratified by all parties, including, but not limited to the Norwich City Council, and an agreement is executed by all parties.

^aAmends the 1983 Pension Modification Agreement, and prior/existing collective bargaining agreements between the parties.

IN WITNESS WHEREOF, the parties have caused their names to be signed
this 22nd day of February, 1995.

Municipal Employees Union-Independent (City Hall Administrators)

By William Sabrowski
William Sabrowski

**Connecticut Independent Local Union (CILU), Local 11
(City Hall Employees)**

By Candace Bodenhofer
Candace Bodenhofer
President, Local #11

Public Works Supervisors Association of Norwich, Inc.

By John Ripani
John Ripani
President

**Connecticut Independent Local Union (CILU), Local 24
(Public Works Department)**

By John R. Johnson
John R. Johnson
President, Local #24

City of Norwich

By William G. Tallman
William G. Tallman
City Manager

APPENDIX E – HEALTH INSURANCE SUMMARIES

CITY OF NORWICH	BENEFIT PLANS					
	Century Preferred PPO			Bluecare HMO		
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	IN-NETWORK	IN-NETWORK	OUT-OF-NETWORK
Cost Share Provisions:						
Financial:						
Deductible	None	\$200/\$400/\$500	None	None	\$1,500 / \$3,000	20%
Co-Insurance	None	20%	None	None	100%	\$3000/\$6,000
Maximum Out of pocket	None	\$1,000/\$2,000/\$2,500	None	None	None	\$1,000,000
Maximum Lifetime Benefit Per Member	None	\$1,000,000	None	None	No	No
Gatekeeper Network	No	No	No	No	No	No
DEPENDENT AGE LIMIT:	19/26	19/26	19/26	19/26	19/26	19/26
PREVENTATIVE CARE:						
Physical Examination - Child	No copayment	Deductible & Coinsurance	No copayment	No copayment	No Copayment	Deductible & Coinsurance
Physical Examination - Adult	No Copayment	Deductible & Coinsurance	No Copayment	No Copayment	No Copayment	Deductible & Coinsurance
Vision Examination / one every two years	No Copayment	Deductible & Coinsurance	No Copayment	No Copayment	No Copayment	Deductible & Coinsurance
OB/GYN visit	\$ 15 Copay	Deductible & Coinsurance	\$ 15 Copay	\$ 10 Copay	No Copayment	Deductible & Coinsurance
Mammography	No Copayment	Deductible & Coinsurance	No Copayment	No Copayment	No Copayment	Deductible & Coinsurance
Hearing Screening / One every year	No Copayment	Deductible & Coinsurance	No Copayment	No Copayment	No Copayment	Deductible & Coinsurance
OUTPATIENT CARE:						
Physician Office Visit	\$ 15 copay	Deductible & Coinsurance	\$ 15 copay	\$ 10 copay	Subject to Deductible	Deductible & Coinsurance
Specialist Office Visit	\$ 15 copay	Deductible & Coinsurance	\$ 15 copay	\$ 10 Copay	Subject to Deductible	Deductible & Coinsurance
Outpatient Surgical Services	\$ 50 per visit	Deductible & Coinsurance	\$ 50 per visit	No charge	Subject to Deductible	Deductible & Coinsurance
Diagnostic X-Ray / Lab Examination	No charge	Deductible & Coinsurance	No charge	No charge	Subject to Deductible	Deductible & Coinsurance
Complex Imaging (MRI, CAT, PET, etc)	No charge	Deductible & Coinsurance	No charge	No charge	Subject to Deductible	Deductible & Coinsurance
Prenatal and Postnatal Maternity Care	\$ 15 initial visit only	Deductible & Coinsurance	\$ 15 initial visit only	\$ 10 initial visit only	Subject to Deductible	Deductible & Coinsurance
Outpatient Rehabilitation	No Charge (50 visit max)	Deductible & Coinsurance	No Charge (50 visit max)	\$ 10 copay (unlimited)	Subject to Deductible	Deductible & Coinsurance
MENTAL HEALTH CARE:						
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	\$ 15 copay	\$ 10 copay	Subject to Deductible	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	\$100 per admission	No charge	Subject to Deductible	Deductible & Coinsurance
SUBSTANCE ABUSE:						
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	\$ 15 copay	\$ 10 copay	Subject to Deductible	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	\$100 per admission	No charge	Subject to Deductible	Deductible & Coinsurance
ALLERGY CARE:						
Office Visit	\$ 15 copay	Deductible & Coinsurance	\$ 15 copay	\$ 10 copay	Subject to Deductible	Deductible & Coinsurance
Injections	No charge	Deductible & Coinsurance	No charge	No charge	Subject to Deductible	Deductible & Coinsurance
HOSPITAL CARE:						
Semi Private Hospital Admission	\$100 per admission	Deductible & Coinsurance	\$100 per admission	No charge	Subject to Deductible	Deductible & Coinsurance
Skilled Nursing and Rehabilitation Facilities	\$100 per admission	Deductible & Coinsurance	\$100 per admission	No charge	Subject to Deductible	Deductible & Coinsurance
Rehabilitative services	No charge	Deductible & Coinsurance	No charge	No charge	Subject to Deductible	Deductible & Coinsurance
HOME HEALTH CARE:						
EMERGENCY CARE:						
Walk-in Center	\$ 15 per visit	Deductible & Coinsurance	\$ 15 per visit	\$ 10 per visit	Subject to Deductible	Deductible & Coinsurance
Emergency Room (waived fee if admitted)	\$ 50 per visit	\$ 50 per visit	\$ 50 per visit	\$ 50 per visit	Subject to Deductible	Same as In-network
Ambulance Service	No charge	No charge	No charge	No charge	Subject to Deductible	Same as In-network
Urgent Care	\$ 25 per visit	Not covered	\$ 25 per visit	\$ 25 per visit	Subject to Deductible	Not Covered
Prescription Drugs:						
Generic Tier 1 Drugs	\$ 5	Deductible & Coinsurance	\$ 5	\$ 5	Subject to Deductible	Deductible & Coinsurance
Listed Brand Tier 2 Drugs	\$ 20	Deductible & Coinsurance	\$ 20	\$ 20	Subject to Deductible	Deductible & Coinsurance
Non-listed Brand Tier Drugs	\$ 30	Deductible & Coinsurance	\$ 30	\$ 30	Subject to Deductible	Deductible & Coinsurance
Mail Order	\$ 0	Deductible & Coinsurance	\$ 0	\$ 0	Subject to Deductible	Deductible & Coinsurance
Annual maximum	Unlimited	Deductible & Coinsurance	Unlimited	Unlimited	Unlimited	Deductible & Coinsurance

APPENDIX F – DENTAL PLAN SUMMARY

DENTAL BENEFIT SUMMARY

* When scheduling treatment, it is important to consult with your dentist about the estimated cost for services.

COPY DENTAL BENEFITS	Participating Dentist	Non-Participating Dentist
<p>Covered Services include:</p> <ul style="list-style-type: none"> Oral Examinations Periapical and Bitewing X-rays Topical fluoride applications for those under 19 Prophylaxis, including cleaning, scaling, and polishing Repair of dentures Palliative emergency treatment Routine fillings consisting of silver amalgam and tooth color materials ; including stainless steel crowns (primary teeth) Simple extractions Endodontics including pulpotomy, direct pulp capping and root canal therapy(excluding restoration) 	<p>80% of the dentists usual charge or 80% of the usual, customary and reasonable charge determined by Anthem, whichever is less</p> <p>20% coinsurance</p>	<p>Member is responsible for the difference between the amount paid by Anthem (80%) and the fee charged by the dentist.</p>
DENTAL RIDER A		
<p>Benefits provided :</p> <ul style="list-style-type: none"> Inlays (not part of a bridge) Onlays (not part of a bridge) Crown (not part of bridge) Space Maintainers Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction Apicoectomy <p>No payment for replacement crowns, inlays, or onlays provided less than 5 years following (re)placement</p>	<p>50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less</p> <p>50% coinsurance</p>	<p>Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.</p>
DENTAL RIDER B		
<p>Prosthetic Services :</p> <ul style="list-style-type: none"> Dentures, full and partial Bridges, fixed and removable Addition of teeth to partial dentures to replace extracted teeth <p>No payment for a denture or bridge replacement provided less than 5 years following (re)placement</p>	<p>50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less</p> <p>50% coinsurance</p>	<p>Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.</p>
DENTAL RIDER C		
<p>Periodontal Services :</p> <ul style="list-style-type: none"> Gingival curettage Gingivectomy and gingivoplasty Osseous surgery, including flap entry and closure Mucogingivoplastic surgery Management of acute infection and oral lesions <p>\$500.00 yearly Max</p>	<p>50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less</p> <p>50% coinsurance</p>	<p>Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.</p>

*This does not constitute your health plan or insurance policy. It is a general description.