

AGREEMENT

between

THE CITY OF NORWICH

and

**THE UNITED PUBLIC SERVICE
EMPLOYEES UNION**

(NORWICH PUBLIC WORKS DEPARTMENT)

July 1, 2014 – June 30, 2017

TABLE OF CONTENTS

SECTION	TITLE	PAGE
PREAMBLE		2
ARTICLE 1 – UNION RECOGNITION		2
ARTICLE 2 – UNION MEMBERSHIP AND DUES CHECK-OFF		3
ARTICLE 3 – HOURS OF WORK		4
ARTICLE 4 – WAGES		5
ARTICLE 5 – HOLIDAYS		6
ARTICLE 6 – VACATIONS		8
ARTICLE 7 – SAFETY AND HEALTH		10
ARTICLE 8 – SENIORITY		11
ARTICLE 9 – DISCHARGE AND DISCIPLINE		13
ARTICLE 10 – UNION OFFICERS/UNION LEAVE		14
ARTICLE 11 – GRIEVANCE PROCEDURE		15
ARTICLE 12 – DISCRIMINATION		16
ARTICLE 13 – ALTERATION OF AGREEMENT		17
ARTICLE 14 – BULLETIN BOARDS		17
ARTICLE 15 – PAST PRACTICE		17
ARTICLE 16 – PROTECTIVE CLOTHING		18
ARTICLE 17 – ACCESS TO PREMISES		18
ARTICLE 18 – CALL IN TIME		19
ARTICLE 19 – JOB ASSIGNMENTS		19
ARTICLE 20 – INSURANCE		19
ARTICLE 21 – MISCELLANEOUS		22
ARTICLE 22 – SICK LEAVE		24
ARTICLE 23 – PROBATIONARY PERIOD		26
ARTICLE 24 – LEAVES OF ABSENCE		27
ARTICLE 25 – RETIREMENT AND PENSION FUND		28
ARTICLE 26 – NO STRIKE CLAUSE		28
ARTICLE 27 – SAVINGS CLAUSE		29
ARTICLE 28 – TOOL ALLOWANCE		29
ARTICLE 29 – SUBSTANCE ABUSE POLICY		29
ARTICLE 30 – PRIOR RIGHTS AND PRACTICES		36
ARTICLE 31 – FITNESS FOR DUTY		36
ARTICLE 32 – DURATION		36
SIGNATURE PAGE		37
APPENDIX A – WAGE SCALE		38
APPENDIX B – PENSION AGREEMENT		39
APPENDIX C – MEDICAL INSURANCE SUMMARY		40
APPENDIX D – DENTAL		41
APPENDIX E – City of Norwich Disciplinary Policies, Consequences and Interventions After a Positive Drug Test or an Alcohol Test of .020 or Greater		42
APPENDIX F – MEMORANDUM OF AGREEMENT		46

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 United Public Service Employees Union, hereinafter referred to as the “Union” or “UPSEU”.

WITNESSETH:

WHEREAS, it is the purpose of this Agreement to establish and maintain harmonious relations, to secure a prompt and peaceful disposition of grievances within the provisions of this Agreement, to eliminate interruptions of work and interference with the efficient operation of the Public Works Department of the City of Norwich and to promote the welfare of the Employer and the Union, and the employees of the City.

ARTICLE 1 – UNION RECOGNITION

- Section 1. Pursuant to a certification by the Connecticut State Labor Relations Board, dated on or about February 26, 2010, Decision No. 4444, the Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of the Public Works Department, including all employees in the divisions of Streets & Parks, Fleet Maintenance, Building Maintenance, Transfer Station Recycling & Refuse, and Parking Maintenance, excluding office, clerical, Engineering, Public Works Superintendent, Fleet Maintenance Superintendent, Streets & Parks Foreman, Facilities and Grounds Manager, Recycling Coordinator, and Department Heads.
- Section 2. The terms and provisions of this Agreement shall be binding upon the Employer and the Union, and each employee in the bargaining unit described herein.
- Section 3. It is agreed that no employee shall be discriminated against by the Employer because of his/her activity in the Union. The Employer and the Union agree that there shall be no discrimination against employees because of race, creed, color or national origin, nor discrimination or disability in the payment of wages on the basis of gender.
- Section 4. Immediately upon the hiring of any new employee, notice of such hiring will be sent (emailed) to the UPSEU/Union, including name, occupation, classification, rate of pay and home address.

ARTICLE 2 – UNION MEMBERSHIP AND DUES CHECK-OFF

- Section 1. All employees in the bargaining unit shall be required to become members of the Union upon completion of thirty (30) calendar days of employment, and as a condition of employment, maintain their Union membership to the extent of paying service fees or membership dues during the term of this Agreement. All employees hired after the effective date of this Agreement shall be required to become members of the Union upon completion of thirty (30) calendar days of employment and shall, as a condition of employment, maintain their Union membership to the extent of paying service fees and membership dues during the term of this Agreement.
- Section 2. The Employer agrees to deduct from the wages of employees in the bargaining unit the service fees or regular monthly Union dues, as properly authorized and uniformly required as a condition of membership, provided the Employer receives voluntary, individual authorizations signed by such employee in a form which has been agreed to by the Employer and the Union. No deduction shall be made which is prohibited by applicable law.
- Section 3. The Employer shall remit to the Union, once a month, the deductions made in such month, together with a list of the employees from whom such deductions have been made and the amounts deducted. The Union agrees to refund the employee any monies found to have been erroneously or improperly deducted.
- Section 4. The Union agrees to defend, indemnify and save the Employer harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with any provision of this Article.
- Section 5. Administrative Dues:
- a. In accordance with the terms of an individual and voluntary written authorization for check off of membership dues, in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct weekly from the wages of such employee covered by this Agreement who signs such authorization, an amount directed by the authorization card as the regular periodic monthly dues [to be deducted from the wages for the third (3rd) week of the month] and weekly with respect to the amount established as administrative dues.
 - b. All monies collected for the regular monthly dues and administrative dues by the Employer shall be held in trust by the Employer until paid to the Local Union. All

dues deducted shall be paid monthly by the tenth (10th) day of the month following the month in which they were deducted.

ARTICLE 3 – HOURS OF WORK

- Section 1. The standard workweek shall consist of forty (40) hours, five (5) consecutive days, eight (8) hours each, Monday to Friday inclusive, provided however, that where the existing workweek in any department is more or less than forty (40) hours, and more or less than eight (8) hours each day, or commences on a different day, such hours for the purpose of this Agreement shall be deemed to be the standard workweek. Employees who work forty (40) hours or more per week shall be granted each work day a one-half (½) hour lunch break which shall be part of said forty (40) hour workweek and which shall be taken by the employees at their job site, the same to be determined by the City. Furthermore, irrespective of any past practice, effective with the execution of this Agreement, it is mutually understood and agreed by the parties that employees shall not be entitled to any afternoon break. Any dispute or disciplinary action taken under this Section of this Article shall be subject to the grievance procedure.
- Section 2. Employees who work more than eight (8) hours in 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 head of the department concerned. 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. Except as herein otherwise provided, overtime shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate.
- Section 3. Employees called to work in other than regularly scheduled hours shall receive a minimum of four (4) hours pay.
- Section 4. For all work performed on Saturdays, an employee shall be entitled to overtime wages at the rate of one and one-half (1 ½) times his/her wage rate, provided that said employee has not been absent without pay in his/her preceding forty (40) hour workweek.
- Section 5. 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 (1½) rate for the first eight (8) hours worked and a double time rate for over eight (8) hours worked.
- Section 6. The Employer will make every reasonable effort to distribute overtime equally among employees in their respective divisions.

- Section 7. All work performed before the regular starting time of the scheduled shift shall be paid for at a rate of time and one-half (1 ½) unless as previously agreed upon between the Employer and the Union.
- Section 8. In the event a change might become necessary in the present shift hours as specified in this Agreement, unless agreed upon by the Employer and the Union, the matter will be taken up in the grievance procedure as set forth in this Agreement.
- Section 9. The UPSEU/Union shall be given a list of all overtime hours and hourly rate paid to each employee quarterly.
- Section 10. It is understood that employees covered by this Agreement shall be available for work during emergency weather conditions, including but not limited to, winter snow plowing and sanding operations. An employee may not refuse such an overtime assignment or call-in unless said employee has a valid injury or illness. Further, irrespective of any other provision of this Agreement, the City reserves the right to require said employee to provide the City with a medical certificate from a licensed physician verifying said injury or illness. Failure of any employee to comply with such a request by the City, or a refusal by an employee to accept or make him/herself available for said assignment or call-in, other than for a valid injury or illness, shall result in appropriate disciplinary action by the City against said procedure.

ARTICLE 4 – WAGES

- Section 1. Each employee of the Department of Public Works, shall receive wage increases of two percent (2.0%) per year for each of the three fiscal years of this contract. (See APPENDIX A – WAGE SCALE 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 (2014-2015) shall be retroactive to July 1, 2014.
- Section 2. A schedule containing the position title and annual rate of pay is amended and attached hereto (APPENDIX A – WAGE SCALE).
- Section 3. All employees with twenty (20) years or more of service will receive a longevity bonus of four hundred (\$400.00) dollars, which amount shall be payable each year while the employee is in the employ of the Department of Public Works of the City of Norwich.

Notwithstanding the above, those employees hired on or after **1/6/2015**, are not eligible for a longevity bonus.

Section 4. Employees shall be paid through direct deposit on Thursday of each week. The City shall be held harmless in the event that either internal or external factors make it impossible to have deposits ready on Thursday. If such a situation does occur, paychecks will be available to the employees on Friday morning.

Employees hired on or after **1/6/2015** are required to receive email notification of all wages.

ARTICLE 5 – 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.	Columbus Day
Presidents' 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. The Director of Human Resources, with the approval of the City Manager, may authorize employees of all departments either full or partial days off in addition to those already authorized by this Agreement, or may permit early closing in such instances as severe snow storms, extreme hot weather, at time of celebrations, and the day before holidays falling on Tuesday or the day following a holiday falling on a Thursday. Where the welfare, safety and convenience of the public prevent closing or the use of skeleton forces, full forces shall be maintained. In order to ensure uniform treatment of employees, all employees who are required to work during such authorized time off shall be granted compensatory time off.

Section 5. Employees absent without pay or without permission 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 said holiday unless on leave according to this agreement.

Section 6. Duty Person Procedure

- a. Duty is for a seven (7) day period, starting at 7:00 a.m. on Monday. If a holiday falls on a Monday, the holiday duty person will continue their duty from the previous week. In this case, the duty person will have the duty for an eight (8) day period, and the next person's duty will be for a six (6) day period.
- b. The duty person will be issued a City cell phone and charger. The employee is responsible for maintaining adequate charge on the cell phone and must carry the cell phone at all times during his/her designated duty period. The duty person will be paid one hundred twenty-five (\$125.00) dollars for being on call for the week.
- c. The duty person will respond to all calls immediately, and must be able to punch in within forty-five (45) minutes at Public Works Headquarters, Clinton Avenue.

If a duty person fails to respond in the forty-five (45) minute period, or fails to respond to the beeper, this employee will be dropped from the next duty-person rotation. If three (3) failures are documented, the employee will be dropped permanently from the duty rotation for a minimum twelve (12) month period.

- d. LEO's and above, assigned to the Streets & Parks Division, are eligible for duty person assignment. Assignment will be on a voluntary basis. Sign-up sheets will be posted and assignment made at least two (2) months in advance by the Public Works Superintendent. Sign-up sheets shall be posted in the Superintendent's Office. The completed schedule shall be posted near the time clock.
- e. The duty person shall receive a minimum of four (4) hours [at the applicable overtime rate] if called in for an emergency. If the duty person is called back within the four (4) hour period, this person will not receive additional pay, except if the time exceeds the four (4) hour period. In that case, the duty person will receive pay for the hours worked [i.e., duty person is called at 4:00 a.m. and works for one (1) hour, and is called again at 7:00 a.m., and works until 9:00 a.m., in this case the duty person would receive five (5) hours overtime].
- f. If the duty person receives a second call-in after the four (4) hour period, this person shall be paid for another four (4) hour call-in [i.e., if the same person in item (e) above is called again at 10:00 a.m., another four (4) hour call-in would be received].
- g. If the duty person is called in prior to and contiguous at the start of a normal shift, or is held over for a duty assignment at the end of a normal shift, this

person shall only be paid for actual hours worked. In these cases the duty person will not receive the automatic four (4) hour call-in.

- h. If the duty person is called in for a duty assignment [i.e., snow removal operations] normal overtime procedures in the UPSEU Agreement apply.
- i. Employees may swap their duty assignment with forty-eight (48) hours advance notice to the Superintendent. Such swaps shall be for the entire week period.
- j. The City agrees that members of the bargaining unit shall not be used for intermittent pick-up of recycling boxes, which will be responsibility of the subcontractor.

Section 7. Weekend Transfer Station Duty

The City will assign one employee from any job category in the Streets-Maintenance and Cleaning Division, every Saturday for four and one-quarter (4 ¼) hours on an overtime basis to the Transfer Station. Overtime will be offered to all employees in the Division. Lists will be posted and employees may sign up for duty each month. Overtime for this position shall be rotated among all employees who volunteer. Employees must punch the time clock with no exceptions. If an employee fails to show up for duty as agreed, he/she shall be dropped to the bottom of the list. Employees who do not show up for said duty three (3) times shall be dropped from the list for a minimum twelve (12) month period. The sign-up sheet for the landfill duty shall be posted in the Dispatch office. The rotation list shall be posted two (2) months in advance in the Marlin News Center cabinet.

Employees may swap weekends with each other as long as the Superintendent or his/her designee is notified forty-eight (48) hours prior to the swap.

ARTICLE 6 – VACATIONS

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

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.

Section 2. 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 3. If an employee takes his/her vacation during a period which includes one (1) of the holidays granted under this Agreement, he/she shall be entitled to an additional day of vacation leave.

Section 4. Employees who are separated from service in good standing who have accrued vacation leave to their credit at the time of separation, shall be granted the vacation leave accrued prior to separation date or shall be paid the salary equivalent to the accrued vacation leave.

Section 5. For the purpose of computing vacation leave with pay, the calendar month shall be used. Any employee permanently appointed during the first fifteen (15) days of any month shall be considered as having been appointed on the first (1st) day of that month, and those employees appointed on or after the sixteenth (16th) day of the month thereafter, shall be considered as having been appointed on the first (1st) 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. Effective 7/1/08, an employee may request carryover of vacation time. The request must be made to the Department Head prior to the close of the calendar year in which the vacation time was to be taken. The Department Head 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 Director of Human Resources, permit the employee to carry over a maximum of five (5) earned vacation leave days from one 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. If extenuating circumstances prevent an employee from using all accrued vacation time in the year in which it was accrued, or will prevent the use of carried-over time before June 30th of the following year, the employee may be eligible for payment of the unused time. Well-documented, detailed requests for payment of unused carry-over time, if approved by the employee's Department Head, will be considered for payment by the City Manager.

Upon the employee's request, the department head, with the approval of the Director of Human Resources and the City Manager, may grant payment in lieu of vacation if in the best interest of the service.

- 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 operations; 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 22 – 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.
- Section 9. Employees who have exhausted vacation accrual during a qualified FMLA leave may be granted up to two (2) weeks off after such FMLA leave if reasonably possible, at the sole discretion of the employee's Department Head.

ARTICLE 7 – SAFETY AND HEALTH

- Section 1. Each Public Works employee shall be compensated, in compliance with the Workers' Compensation Act of Connecticut, for injury (including occupational disease as defined by the Workers' Compensation Act of Connecticut, as amended) arising out of and in the course of City employment.
- Section 2. 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. No payment shall be paid when the personal injury shall have caused by the willful and serious misconduct of the injured employee or by his/her intoxication.
- Section 4. Injuries arising out of and in the course of employment shall be reported immediately by the employee to his/her Department Head or designee, who in turn shall make a full

report on a prescribed form to the Director of Human Resources and other City authorities designated to handle compensation matters.

- Section 5. In the event an employee shall die as a result of injuries out of and in the course of his or her employment, designated beneficiaries shall receive from the Employer, as additional compensation, a sum equal to the daily rate of pay he/she was receiving at the time of his/her death multiplied by sixty (60).
- Section 6. The Employer shall furnish and maintain safe and healthful sanitary conditions including clean and adequate locker accommodations, washing facilities, and toilets.
- Section 7. The Employer shall notify the UPSEU/Union of all industrial accidents which occur, as soon as practical upon their occurrence.
- Section 8. The Employer agrees to continue to make every reasonable effort to provide ways and healthful conditions of work for its employees and to make available to its employees protective equipment required by existing State Law. The Union agrees to cooperate with the Employer in encouraging its employees to observe such safety regulations as may be prescribed by the Employer from time to time.
- Section 9. A Union member, selected by mutual agreement of the Union and the Public Works Director, shall be assigned to the City's Safety Committee.
- Section 10. Employer shall provide all employees with a photo identification card.

ARTICLE 8 – SENIORITY

Section 1. In all cases of lay-off and rehiring, length of service in the Public Works Department will govern, provided that the employee to be retained by reason of greater seniority is capable of filling the remaining jobs.

Section 2. Layoffs

A Department Head, after notifying the Director of Human Resources, may lay off a regular employee in the classified service when he/she deems it necessary by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the Employer's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned to other employees already working who held positions in appropriate classes. No regular employee shall be laid off while other person in a classified position is employed on a provisional or temporary basis in the same class in that department. No temporary or

permanent separation of an employee from the service as a penalty or disciplinary action shall be considered as a layoff.

Section 3. Order of Layoff

Whenever it becomes necessary to lay off employees due to a shortage of work or lack of funds, employees subject to the terms of these rules shall be laid off in the inverse order of the length of service in the Public Works Department provided that the employees to be retained by reason of greater seniority are capable of filling the remaining jobs. Employees so laid off shall possess re-employment rights as defined in these rules. No probationary or regular employee shall be laid off from any position while any temporary employee is still employed in the same class in the Public Works Department and where they have identical lengths of service, the layoff shall be based upon service ratings.

Section 4. Notice of Layoff

The Director of Public Works shall give written notice to the Director of Human Resources, to the employee, and the Union of any proposed layoff and reasons therefore, a minimum of thirty (30) calendar days prior to the effective date of the layoff. In the case of temporary, part-time, or other occasional employment of regular employees in the classified service, the Department Head may notify in writing such employees and the Director of Human Resources at the time of appointment of the date of termination of employment. Such notice shall be deemed to meet notification requirements. Written notice of layoff indicating reasons for such action may be given to temporary employees at any time prior to the effective date of layoff.

Section 5. Recall Rights

- a. Notwithstanding any past practice, the City Charter, or the City's Merit System Rules, laid off regular employees shall have recall rights for a period of two (2) years from the date of layoff. Said employees shall be recalled by inverse order of layoff, with the employees with the most seniority in the Public Works Department the first to be recalled, provided the employee possesses the prerequisite qualifications for the position as determined by the City, and the laid off employee is qualified.
- b. Recalled employees shall be credited with sick leave and seniority rights accumulated prior to a layoff, unless the same are limited or abridged by some other provision of this Agreement.

- c. Any employee who refuses to recall shall lose all further recall rights. Failure to report to work within twenty (20) working days following notice to report, sent by registered or certified mail to the employee's last known home address as it appears in the records of the Human Resource's Office, shall relieve the City of any further obligation under Section 5 of this Article. It is the employee's responsibility to notify the Human Resource's Office in writing of any change in address. Notwithstanding the aforesaid, upon written request of the employee, the City may, at its sole option, extend the date when said employee must report back to work under this Section. Failure of the City to grant the requested extension shall not be a grievable matter by the employee or the Union.
- d. Any employee laid off from service with the City for more than six (6) months shall be required to pass a physical examination by a physician designated by the City prior to returning to work. The cost of the said examination shall be paid by the City.

Section 6. An employee shall lose his/her seniority for the following reasons only:

- a. He/she resigns;
- b. He/she is discharged for cause;
- c. He/she is laid off for more than two (2) years.

Section 7. The Employer will furnish UPSEU/Union annually with an up-to-date seniority list of all employees in the bargaining unit. The seniority list will be for the period of January 1st through December 31st, and said seniority list shall be posted on departmental bulletin boards.

ARTICLE 9 – DISCHARGE AND DISCIPLINE

Section 1. The Employer shall not remove, dismiss, discharge, suspend, punitively transfer, fine, reduce in rank or give a written warning to any employee in the bargaining unit, except for just cause. Where disciplinary action is taken, the employee(s) involved shall have the right to appeal through the grievance procedure.

Section 2. Notice of disciplinary action shall be given to the employee(s), in writing, copies of all notices of disciplinary action and appeals shall be transmitted to the Union and the Shop Steward.

ARTICLE 10 – UNION OFFICERS/UNION LEAVE

- Section 1. The Employer recognizes the right of the Union to appoint a Union Officer for the purpose of representing employees in the adjustment of grievances in accordance with the Grievance Procedure (ARTICLE 11 – GRIEVANCE PROCEDURE) of the Agreement.
- Section 2. The Union shall have the right to remove a Union Officer and appoint a new Union Officer in his/her place at any time. The Union will give the Employer written notice of any such changes within seventy-two (72) hours after they occur.
- Section 3. The Union shall give the Employer written notice of the same of all Union Officers upon the signing of this Agreement.
- Section 4. The authority of the Union Officer shall be limited and not exceed the handling of grievances as provided in Section 1 above, except that the Union Officer shall have the authority to transmit to the proper representative of the Employer written messages and information which originate with and are authorized by the Union.
- Section 5. The Shop Steward or Union President may receive and handle grievances and shall spend no more time than is necessary handling grievances so as not to interfere with the normal operation and procedure of business. The Shop Steward or the Union President shall be paid by the Employer at his/her regular hourly rate for the time reasonably spent during regular working hours in the adjustment of grievances under the grievance procedure.
- Section 6. The Union President, or his/her designee, shall be permitted to visit divisions or operations of the Employer's Public Works Department at reasonable intervals during working hours without loss of pay, and shall have time off for Union business during working hours without loss of pay with permission of his/her Supervisors.
- Section 7. The Union President, or his/her designee, shall be granted sufficient time off during working hours to investigate and to settle grievances without loss of pay. He/she will notify Supervisors before taking such time off.
- Section 8. Such officers and members of the Union, as designated by the Union, not to exceed two (2) employees at any one (1) time, shall be granted leave from duty with full pay for Union business, such as attending Union conferences, provided that the total leave for the bargaining unit for the purposes set forth in this Section shall not exceed seven (7) days in any fiscal year. All such leave shall be requested at least ten (10) days in advance.

Section 9. A committee consisting of not more than three (3) members of the Union shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of any successor Collective Bargaining Agreement between the parties when such meetings take place at a time during which such members are scheduled to work.

Section 10. No more than two (2) members of the bargaining unit shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to work.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as the allegation of a mis-application or misinterpretation of a specific term of this Agreement.

Section 2. Grievances must be handled in the following manner:

STEP 1. The aggrieved employee(s), accompanied by a Steward within ten (10) working days of the occurrence giving rise to the grievance, shall meet with the immediate supervisor of the employee(s).

STEP 2. If the grievance is not satisfactorily settled at the first step, the Union must present the grievance in writing to the Department Head within five (5) working days after the Step 1 meeting. Said grievance shall state the nature or facts giving rise to such grievance, the Section(s) of the Agreement involved when applicable, and the remedy sought. The Department Head and/or other City officials shall meet with the Union Representative, Steward and aggrieved employee(s) within ten (10) working days of receipt of said grievance. The Department Head, or his/her designee, shall give his/her disposition of the grievance in writing not later than ten (10) working days following said meeting with the Union Representative, Steward and aggrieved employee(s).

If STEP 1 and STEP 2 hereof have been complied with and a settlement of the grievance has not been effected, then the matter shall proceed to STEP 3.

STEP 3. If the grievance is not satisfactorily settled in STEP 2, only the Employer or the Union may process the grievance to Arbitration by submitting it to the Connecticut State Board of Mediation and Arbitration with a copy to the other party, within ten (10) working days of receipt of the STEP 2 answer. The Employer and the Union shall have the right to transfer grievances pertaining to suspensions or termination to the American Arbitration Association (AAA) to be heard in accordance

with AAA rules. The party transferring to AAA shall pay for all costs associated with said transfer. The decision of the arbitrator(s) shall not add to, subtract from, or otherwise amend or modify the collective bargaining agreement between the parties.

Section 3. When the Employer fails to render a decision on any grievance within the time limits specified in the grievance procedure, the Union may proceed to the next step in the grievance procedure. The failure of the Employer to so act shall be regarded by each party as though the Employer had rejected said grievance.

Section 4. The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible and as quickly as possible to insure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amiable solution.

ARTICLE 12 – DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The Employer 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. Nor will it discourage or attempt to discourage membership in the Union.

Section 2. The Employer agrees that there shall be no discrimination against a Union Officer or member of the Union for his/her Union activity.

Section 3. No person in the classified service of the Public Works Department of the Employer or seeking admission thereto shall be favored or discriminated against in any way because of his/her race, national origin or political or religious opinions or affiliations. No person will willfully or corruptly make or cause to be made, any false statement, certificate, mark, rating, or report in regard to any test, certification, promotion, demotion, removal, or appointment held or made under the provisions of the Employer's Charter or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the Charter provisions. No person shall either directly or indirectly solicit, pay, render, receive or give any money, service or other valuable thing to any person for or on account of, or in connection with, any test, appointment, promotion, demotion, layoff or dismissal.

ARTICLE 13 – 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 of employees within the Department of Public Works with the Employer, 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 a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 14 – BULLETIN BOARDS

The Employer shall place bulletin boards at appropriate locations in the various areas covered by this Agreement, for the use of the Union for Union related matters.

ARTICLE 15 – PAST PRACTICE

- Section 1. The Employer will continue the past practice as outlined below:
- a. A fifteen (15) minute morning coffee break will be allowed within the time period of 9:00 a.m. to 10:00 a.m.
 - b. The custom of “meal tickets” will be compensated at the following rates for the duration of this Agreement:

Breakfast	\$8.00
Lunch	\$9.00
Dinner	\$10.00
 - (1) Further definition of earning breakfast and lunch allowance – Any employee called into work by 6:00 a.m. (notwithstanding a mutually agreed upon schedule change) shall be entitled to a breakfast and lunch allowance.
 - c. Reasonable time-off shall be allotted to a maximum of three (3) employees for the purpose of attending the funeral of a deceased member of the bargaining unit who is employed by the Employer at the time of death. Additional employees may be granted time off for this purpose upon written approval of the Public Works Director.

- d. 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 hour (4) hours. The first janitorial shift shall work from 7:00 a.m. to 11:00 a.m. and the second janitorial shift shall work from 1:00 p.m. to 5:00 p.m.
- e. In the event that it becomes necessary for some employees to work during that period of time that they would be off due to the provisions of this Section, those employees would receive no additional compensation.

ARTICLE 16 – PROTECTIVE CLOTHING

Section 1. The Employer shall provide protective clothing, uniform, foul weather gear including a winter coat and such other distinctive clothing which may be required in the performance of any employee's duties and the Employer shall further provide to each garage mechanic a clean uniform for each working day.

Section 2. The Employer shall reimburse each employee whose duties require the use of the safety shoes, the sum of one hundred twenty-five dollars (\$125.00) per annum. Receipts for purchase of safety shoes are required for reimbursement. Safety shoes must be steel toe.

Section 3. Safety Glasses: For employees who wear prescription eyeglasses and need safety glasses, the City will reimburse employees for the full cost of prescription safety lenses for not more than one pair every two years.

Lenses will be replaced in years when new glasses are not provided if there is a demonstrated need. The City will also provide for replacement of prescription safety eyeglasses if they are damaged on the job.

Safety eyeglasses are defined as a lens/frame/side shields combination which meets ANSI-OSHA Standard No. 287. Those that qualify have the number "287" stamped on the inside of the earpiece.

ARTICLE 17 – ACCESS TO PREMISES

The Business Agent of the Union shall be permitted to enter the Employer's premises, upon notifying the office of the Public Works Director, at reasonable hours for the purpose of adjusting disputes, investigating working conditions, and determining whether or not terms of this Agreement are being adhered to in such a manner as to cause no disruption of work.

ARTICLE 18 – CALL IN TIME

In the event an employee reports to work on his/her regular shift without having been previously notified not to report, he/she shall be given at least eight (8) hours of work, or if no work is available, he/she shall be given eight (8) hours pay.

When an employee volunteers to work a mutually agreed upon schedule change for a special project and the weather requires a call in, the schedule will revert back to the “normal” schedule.

ARTICLE 19 – JOB ASSIGNMENTS

The Employer shall have the right to assign employees to work on jobs outside the employee’s classification. If an employee is assigned and works in a higher classification, said employee shall receive the rate of pay of the higher classification, in the same pay step of his/her regular pay grade. The higher rate will be paid for accrued time (vacation, sick and/or holiday time) used during temporary reclassification to a higher position if such reclassification is full time (40 hours per week) for two consecutive months or more. SEE-APPENDIX F - MOA EQUIPMENT DUTY AND CLASSIFICATIONS.

ARTICLE 20 – INSURANCE

Section 1. Medical Insurance:

All employees shall be offered coverage in a PPO plan, an HMO Plan, or a Health Savings Account. Plan descriptions are shown in APPENDIX C. Employees shall pay the following percentages of the cost of the PPO, HMO, or Health Savings Account, as shown below:

Effective Date of Coverage		PPO	HMO	Health Savings Account
7/1/2014		16%	13%	7.0%
7/1/2015		16%	13%	7.0%
7/1/2016		16%	13%	7.0%

Section 2. In addition to the above, the following insurances become effective and will be paid by the Employer as indicated:

a. Group Life Insurance

- (1) The Employer shall provide and pay for the entire cost of a twenty-five thousand (\$25,000.00) dollar Term Life Insurance Policy.

(2) The Employer shall provide and pay for the entire cost of a ten thousand (\$10,000.00) dollar paid-up Life Insurance Policy for employees who retire after ten (10) years of service with the Employer.

b. Dental Insurance The City shall provide and pay one hundred (100%) percent of the cost of individual coverage and seventy-five (75%) 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 twenty-five (25%) percent of the cost of said family coverage.

Section 3. Medical Benefits for Retirees

For employees retiring who were hired **before January 1, 2013**, the City agrees to pay one hundred (100%) percent of medical insurance premiums, including all riders provided for bargaining unit employees. In addition, the City agrees to pay fifty (50%) percent of medical insurance premiums, including all riders provided, for the spouses of the bargaining unit employees. The employee will be required to pay, in advance, the remaining fifty (50%) 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.

Employees hired **on or after January 1, 2013** and retire from the City are not eligible for retiree medical/dental insurance through the City.

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), family (\$1,000.00). If any 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 an employee reduces coverage from a 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

that are able to transfer to another member's coverage that is provided by the City of Norwich or Norwich Public Utilities.

- 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.
- c. 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.
- d. Notice of intention to waive insurance coverage must be sent to the Director of Human Resources not later than October 1st to be effective January 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage.
- e. 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 "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 Conversion Plan (hereinafter "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 reduction under other agreements or benefit programs maintained by the City or required by law.

Section 6. Right to Select Carrier

The benefits provided for in Section 1, 2, and 3 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" include 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. The Employer agrees to meet with the Union to discuss said change in provider, prior to making such change.

ARTICLE 21 – MISCELLANEOUS

Section 1. The reassignment of regular employees ineligible for retirement and who have a satisfactory record of attendance and service, to duties of lower class of position shall not be considered as a demotion, provided that such employees are certified by the department head to the Director of Human Resources as being physically or mentally incapable of performing the duties of their regular positions. The Human Resources Director shall determine the validity of the facts covered in such certification through hearings, advice of panel of medical practitioners, psychiatrists, or other similar bodies, and shall approve or disapprove the requested action in writing. In the event that an employee is dissatisfied with the decision of the Human Resources Director, he/she shall file a grievance and proceed through the grievance procedure.

Section 2. Resignations

To resign in good standing, an employee must give the appointing authority at least seven (7) days prior notice unless the appointed authority, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation shall be supplied by the employee to the appointing authority giving reasons for leaving. The resignation shall be forwarded to the Human Resources Director with a statement by the appointing authority as to the resigned employee's service performance and pertinent information concerning the cause for resignation.

Failure to comply with the rule shall be entered on the service record of the employee and may be cause for denying future employment with the Employer. The resignation of an employee who fails to give notice shall be reported to the Human Resources Director by the department head immediately. The Human Resources Director may take steps to verify reasons for any resignations; he/she shall notify the employee in

writing as to the acceptance of his/her resignation and shall notify the Finance Department of the effective date of the resignation.

Section 3. No employee shall be required to use or operate any equipment without supervision for which he/she has not been properly trained.

Section 4. Commercial Driver's License (CDL)

- a. Notwithstanding any other provision of this Agreement or any job description, an employee hired after the execution of this Agreement shall possess and maintain all necessary licenses through the State of Connecticut, Department of Motor Vehicles, required of his/her position, or any position he/she may temporarily or periodically fill, including but not limited to, a Commercial Driver's License (CDL). The cost to renew an employee's Commercial Driver's License will be paid by the City. Failure of any employee to possess and maintain such licenses may result in suspension or termination. At the sole discretion and option of the City, in lieu of suspension or termination, if an employee fails to possess or maintain such license(s), he/she may be demoted to the next lower classification for which he/she is qualified, including possessing the license(s) required of that classification, until he/she obtains the aforesaid license(s) or for the period of time during which his/her license(s) is/are suspended or revoked.
- b. Existing employees, who on the signing of this Agreement, are not currently required to have a CDL shall not be required to possess the same.

Section 5. The City will comply with State and Federal regulations concerning employees in civil unions.

Section 6. A Labor-Management Committee, consisting of the Union president and one member and the Public Works Director and one other employee, or their respective designees, will meet no more than three times per year. The issues discussed at these meetings will be determined by mutual consent. The Union will contact the Public Works Director to schedule these meetings at mutually convenient times.

Section 7. 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.

ARTICLE 22 – SICK LEAVE

Section 1.

- a. Each full-time employee in the classified service 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 seventy (170) working days.
- b. Holidays granted under these rules and regular days off shall not be counted in computing sick leave taken.

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 ($\frac{1}{2}$) hour before the start of each working day of absence, except that where a relief employee is required, such report as far as practical must be made at least three (3) hours before the start of work as provided in the rules of the department concerned. Except under extenuating circumstances, sick leave shall not be granted unless such report has been made.

Section 4.

Employees may take sick leave in increments of one (1) hour or more.

Section 5.

- a. In all cases where sick leave exceeding three (3) working days, but not more than one (1) work week, is taken because of illness, bodily injury or exposure to contagious disease, a personal affidavit must be presented and where sick leave exceeds one (1) week, a medical certificate acceptable to the City indicating the nature and probable duration of this disability must be submitted to the department head substantiating the reasons for the absence.
- b. For any illness or injury exceeding ten (10) working days, an employee shall provide to the City a medical certificate from a licensed physician acceptable to the City, which shall describe the nature of the illness or 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 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.

- c. A medical certificate acceptable to the City 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. Any such disciplinary action shall be subject to the grievance procedure. Prior to requiring an employee to provide a medical certificate under this Section of this Article, either the Public Works Director or his/her designee may meet with said employee and advise him that such certificate shall be required for each subsequent sick leave occurrence during the calendar year. The failure of the City to require a medical certificate pursuant to this provision shall not constitute a waiver by the City of this provision.

Section 6. 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 Director of Human Resources with the written approval of the Director of Human Resources and the City Manager.

Section 7. 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.

An employee, hired **on or after January 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 8. In the event of an employee's death, his/her spouse and/or minor children shall receive on the basis of the employee's current wages, full compensation for any of the employee's unused sick leave up to a maximum of one hundred (100) days.

Section 9. 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, 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 described herein shall be cancelled by any disciplinary suspension served by an employee during a calendar year.

ARTICLE 23 – PROBATIONARY PERIOD

Section 1. The parties hereto agree that the probationary period for any new hire shall be one (1) year.

Section 2. Irrespective of any other provision of this Agreement or any past practice, it is understood and agreed that the probationary period for any employee promoted from one position to another shall be nine (9) months. In the event of unsatisfactory performance as determined by the City, or at an employee's request within said probationary period, an employee shall be returned to the position and pay rate formerly occupied.

Notwithstanding any other provision of this Agreement, new employees may be terminated by the City at any time during their probationary period. Further, neither the new employee nor the Union on behalf of said employees shall have access to ARTICLE 11 – GRIEVANCE PROCEDURES or ARTICLE 9 – DISCHARGE AND DISCIPLINE of this Agreement regarding any termination during their probationary period.

Section 3. All such new employees when hired shall receive the minimum starting rate. The Employer may hire above minimum if employee's experience warrants such action.

Section 4. Class Two (2) License

a. All employees hired after February 26, 1990, will be hired with the understanding that they will be required to learn to drive a truck and have a Class Two (2) license within a two (2) year period from the date of hire. The Employer shall provide the training and assistance required to obtain a Class Two (2) license.

b. All employees hired prior to February 26, 1990, shall receive the same opportunity to secure a Class Two (2) license.

ARTICLE 24 – LEAVES OF ABSENCE

Section 1. The provisions of Rule 10, Section G through I, of the Merit System Rules of the City of Norwich are incorporated herein by reference and made a part of this Agreement, except as the same may be modified by Section 2 and 3 of the Article.

Section 2. 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, stepfather, stepmother, sister, brother, husband, wife, child, stepchild, foster child, mother-in-law, father-in-law, grandparents, or other relatives who are actual members of the household.
- b. In addition to Section 1 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, or 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.

Section 3. Family Obligation Leave

A member of the bargaining unit may be granted a leave of absence with pay or without pay by the Public Works Director, with the written approval of the Director of Human Resources and the City Manager, for the purpose of attending family obligations in his/her "immediate family" [as defined in Section 1 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.

Section 4. Personal Leave Days

All employees in this bargaining unit shall be entitled to two (2) personal leave days each year, to be taken at the employee's discretion provided advance notice of twenty-four (24) hours is provided to the employee's department head. Such personal leave day shall not be cumulative. Personal leave may be taken by the employee in increments of one (1) hour.

ARTICLE 25 – RETIREMENT AND PENSION FUND

- Section 1. All persons entering the classified service of the Public Works Department of the Employer subsequent to August 2, 1951, shall be members of the City of Norwich Employee's Retirement Fund as established in the special laws of 1945, page 675, as amended; all other employees of the City and Town as of August 2, 1951, may become members of such fund, if not already such, upon application to the Human Resources Director and upon withdrawal from the retirement funds in which they are participating members, upon such conditions as to payment of arrears on contributions as the Personnel and Pension Board may require.
- Section 2. The Personnel and Pension Board shall administer the City of Norwich Employee's Retirement Fund and shall fulfill all the duties provided for by the special laws relating to the administration of said fund.
- Section 3. Employees of Public Works Department who are members of the City of Norwich Employee's Retirement Fund will continue to retire in accordance with the provisions of said fund, as amended.
- Section 4. It is agreed that in the event the City Council makes any unilateral changes (non-negotiated) to the City of Norwich Employee's Retirement Act, the change shall be subject to negotiations between the Employer and the Union.
- Section 5. The terms and conditions of the Pension Modification Agreement, originally ratified by the Association on June 23, 1983, and amended on July 2, 1984, and amended on March 6, 1995, 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 amendment to the Pension Modification Agreement shall be effective and binding as of March 6, 1995.
- Section 6. Employees who, within five years preceding retirement, are required to serve any jury duty, shall have their pension benefit calculation based on the actual salary earned in the time period specified by the pension plan, or their contracted base annual salary for the same time period, whichever is greater. It shall be the employee's responsibility to inform the pension plan administrator and provide documentation of such jury duty before the retirement date.

ARTICLE 26 – 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 Employer. The Employer shall not lock out members of the bargaining unit during the life of this Agreement.

ARTICLE 27 – SAVINGS CLAUSE

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 portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE 28 – TOOL ALLOWANCE

Section 1. The Employer agrees to continue the present policy of replacing broken tools.

Section 2. The Employer agrees to maintain a supply of special tools that may be required as a result of the Employer purchasing new equipment.

Section 3. The Employer agrees to compensate vehicle mechanics a tool allowance of four hundred fifty (\$450.00) dollars per year.

Section 4. The Employer agrees to furnish insurance coverage for all vehicle mechanic tools on the City premises required for maintenance of City equipment for fire, break-ins to employee's tool boxes or tools stolen from the premises as a result of proven breaking-entering. Also, a copy of the policy is to be sent to each Local Union for their files. Tools are to be inventoried by the employee and someone designated by the City prior to each contract year. Inventory is to be kept on file with the City with a copy of the same to the Union.

ARTICLE 29 – 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; and
- b. To insure the reputation of the Norwich Public Works Department and its employees as good, responsible citizens worthy of public trust; and
- c. To reduce the incidents of accidental injury to person or property; and
- d. To reduce absenteeism, tardiness and indifferent job performance; and
- 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. Benefits; Inconvenience; Cooperation

The Public Works Department regrets any inconvenience caused to non-abuser employees by the problems of a few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of those who, because of alcohol or drugs, are a burden upon all other employees must be subject to. The Public Works Department earnestly solicits the understanding and cooperation of all employees and the Union in implementing the policies set forth herein.

Section 3. Definitions

- a. Alcohol or Alcoholic Beverage – means any beverage that has an alcoholic content; and
- 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 3(c) of this Article; and
- c. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner; and
- d. Illegal Drug – means any drug or controlled substance, the sale or consumption of which is illegal; and
- e. Supervisor – means the employee's immediate superior in the chain of command or the Director of Public Works or his/her designee; and

- f. Employee Assistance Program – means Employee Assistance Program provided by the Department of Personnel of the City of Norwich or any agency/entity the City has contracted with to provide said Program.

Section 4. 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 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 4(d) above, the employee must have been employed at least six (6) months; 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 continuously 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 or seniority.

Section 5. 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 6. Prescription 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 6(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 7. 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. Any dispute or disciplinary action under this Section of this Article shall be subject to the grievance procedure.

- d. The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person while off duty, 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. Any dispute or disciplinary action under this Section of this Article shall be subject to the grievance procedure.

Section 8. Procedures

The procedures of the City of Norwich's 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 reasonable grounds to believe 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 Supervisor shall notify the Director of Public Works or his/her designee immediately.

STEP 3: Both the Supervisor and the Director of Public Works, or his/her designee, will interview the employee in the presence of the Steward or his/her designee; and if they both believe, based on 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 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, 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 tests, the City shall consider said employee in violation of this Collective Bargaining Agreement. Notwithstanding the aforesaid, any disciplinary action taken under this Article shall be subject to the grievance procedure.
- (3) 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 the 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 the final determination whether the employee returns to active status or remains off duty. Any dispute or disciplinary action taken under this Section of this Article shall be subject to the grievance procedure.
- (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 within a two (2) year period. Further, no employee will be eligible for the Employee Assistance Program more than twice during his/her employment with the City.

- 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 believe 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, change in normal appearance, etc.

- c. Any Supervisor who does not relieve an employee suspected of being under the influence of alcohol, drugs or chemicals may be subject to disciplinary action.

Section 9. Notice to Employees – Federal/State Law

- a. 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 in 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 10. 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 11. 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 12. 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.

Section 13. The City of Norwich Department of Public Works Disciplinary Policies, consequences and interventions after a positive drug test or an alcohol test of .020 or greater [See APPENDIX E – City of Norwich Disciplinary Policies, Consequences and Interventions After a Positive Drug Test or an Alcohol Test of .020 or Greater attached hereto and made a part hereof].

ARTICLE 30 – PRIOR RIGHTS AND PRACTICES

Section 1. The City shall continue to have the following rights and authority, whether exercised or not, except as specifically abridged, relinquished, or modified by this Agreement. The City's rights, powers, and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products, the scheduling of operations, means and processes of operations, the materials to be used; and the right to introduce new and improved methods and facilities, and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect, except that such rules which alter wages, hours or conditions of employment shall be negotiated with the Union; to establish and change standards and quality standards, determine the qualifications of employees, and to run the Department efficiently.

Section 2. The employees and the Union shall continue to enjoy all prior rights and benefits enjoyed by the Union, unless specifically modified or abridged by this Agreement.

ARTICLE 31 – FITNESS FOR DUTY

The City and Union agree to negotiate a Fitness for Duty Policy.

ARTICLE 32 – DURATION

Unless otherwise indicated, all provisions of this Agreement shall be in effect on July 1, 2014, and shall remain in effect until June 30, 2017, and thereafter shall continue in effect from year to year, except that it may be amended, modified or terminated at any time by mutual agreement, or upon any anniversary of said Agreement, by giving to the other party not less than one hundred fifty (150) days written notice of intention to propose amendment, modifications or termination. Within thirty (30) days of such notice by either party, a conference shall be held between the City and the Union for the purpose of such amendment, modification or termination.

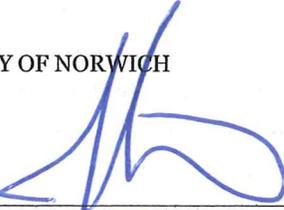
SIGNATURE PAGE

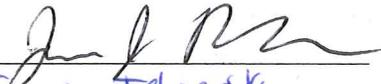
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this, 10th day of February, 2015.

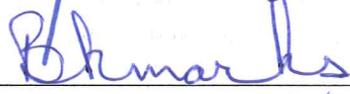
UNITED PUBLIC SERVICE EMPLOYEES
UNION, NORWICH DPW

CITY OF NORWICH

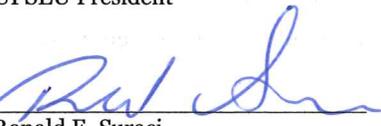
BY: 
Donald Shales

BY: 
John Bilch, Acting City Manager

BY: 
James Telgarsky

BY: 
Brigit Marks, HR Director

BY: 
Kevin E. Boyle
UPSEU President

BY: 
Ronald E. Suraci
Regional Director

APPENDIX A – WAGE SCALE

**PUBLIC WORKS (UPSEU #24) PAY PLAN
APPENDIX A**

7/1/2014 - 6/30/2017

Grade	Position Title(s)	RATES EFFECTIVE 7/1/2014 (7/1/2014 - 6/30/2015) 2% INC		RATES EFFECTIVE 7/1/2015 (7/1/2015 - 6/30/2016) 2% INC		RATES EFFECTIVE 7/1/2016 (7/1/2016 - 6/30/2017) 2% INC	
		Step I Probationary Entrance Rate	Step II Rate after one (1) year	Step I Probationary Entrance Rate	Step II Rate after one (1) year	Step I Probationary Entrance Rate	Step II Rate after one (1) year
		1	Laborer	\$41,917.19	\$42,727.93	\$42,755.53	\$43,582.49
2	Janitor (formally grade 1A)	\$42,224.59	\$43,034.25	\$43,069.08	\$43,894.94	\$43,930.46	\$44,772.84
3	Eductor Operator Helper Mech. Asst. (formally grade 2)	\$48,182.31	\$48,993.04	\$49,145.96	\$49,972.90	\$50,128.88	\$50,972.36
4	Light Equip. Oper. Sr. Bldg. Maintainer (formally grade 3)	\$50,083.06	\$50,892.72	\$51,084.72	\$51,910.57	\$52,106.41	\$52,948.78
5	Lead Janitor (formally grade 3)	\$51,903.71	\$52,713.37	\$52,941.78	\$53,767.64	\$54,000.62	\$54,842.99
6	HEO Eductor Operator (formally grade 4)	\$53,724.35	\$54,534.01	\$54,798.84	\$55,624.69	\$55,894.82	\$56,737.18
7	Maint. Man Weighmaster Clerk (formally grade 5)	\$56,453.16	\$57,262.82	\$57,582.22	\$58,408.08	\$58,733.86	\$59,576.24
8	Crew Leader (formally grade 5)	\$57,079.51	\$57,889.17	\$58,221.10	\$59,046.95	\$59,385.52	\$60,227.89
9	Truck, Auto, & Equip. Mech. Chief Maint. Man (formally grade 6)	\$59,181.98	\$59,991.64	\$60,365.62	\$61,191.47	\$61,572.93	\$62,415.30
10	Lead Mechanic (formally grade 7)	\$62,515.87	\$63,325.53	\$63,766.19	\$64,592.04	\$65,041.51	\$65,883.88

*Deleted - Grade 2A, no positions; SEO, no longer used; and Mason, position replaced and duties assigned to Crew Leader position

APPENDIX B – PENSION AGREEMENT

A SUMMARY OF BENEFITS

CITY OF NORWICH

**EMPLOYEE'S RETIREMENT FUND
AS AMENDED**

**For City and Public Utility Employees
Effective through January 1, 2018**

Revised 11/17/08 to include ratification date of July 1, 2008
FINAL PRINTING DATE 9/4/2009

APPENDIX D – DENTAL

* 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: 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>	<p>80% of the dentists usual charge or 80% of the usual, customary and reasonable charge determined by Anthem, whichever is less 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>
<p>DENTAL RIDER A</p> <p>Benefits provided : 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 <i>No payment for replacement crowns, inlays, or onlays provided less than 5 years following (re)placement</i></p>	<p>50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less 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>
<p>DENTAL RIDER B</p> <p>Prosthetic Services : Dentures, full and partial Bridges, fixed and removable Addition of teeth to partial dentures to replace extracted teeth <i>No payment for a denture or bridge replacement provided less than 5 years following (re)placement</i></p>	<p>50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less 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>
<p>DENTAL RIDER C</p> <p>Periodontal Services : Gingival curettage Gingivectomy and gingivoplasty Osseous surgery, including flap entry and closure Mucogingivoplastic surgery Management of acute infection and oral lesions \$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 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.

APPENDIX E – City of Norwich Disciplinary Policies, Consequences and Interventions After a Positive Drug Test or an Alcohol Test of .020 or Greater

I. Prohibited Drugs:

A. On-Duty/On-Call Standby Use of a Prohibited Drug: The admitted or witnessed On-Duty/On-Call Standby use or possession of a prohibited drug is cause for suspension or termination. The observations of the witness will be verified before any action is taken.

B. Positive Drug Tests:

1. The following will all be considered positive drug results within the meaning of this policy:
 - a. a positive laboratory drug test result verified and confirmed by the Professional Testing Services Medical Review Officer as having no reasonable medical explanation,
 - b. refusal to provide a urine specimen,
 - c. clear obstruction of the testing procedures including attempts to adulterate or substitute,
 - d. shy bladder with no reasonable medical explanation.
2. The following procedure will be followed in response to a positive drug test result:
 - a. The employee will be relieved of duty suspended without pay and offered an opportunity for Substance Abuse Professional (hereafter SAP) Assessment and evaluation.
 - b. The SAP will develop an appropriate rehabilitation plan if one is required. A negative return to duty test will be a condition of return to work.
 - c. If the employee declines to be assessed by the SAP or refuses to follow the treatment recommendations and/or conditions of the SAP Assessment he/she will be terminated from employment.
 - d. Rehabilitation/Treatment beyond the scope of the City of Norwich Employee Assistance Program or Medical Plan offerings will be the financial responsibility of the employee. Employees enrolled in a formal treatment program will be granted rehabilitation leave retroactive at full pay up to accumulated sick leave. Employees using up accumulated sick leave will be permitted to use vacation and other accumulated leave time.
 - e. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section I.B.2.d above; the employees must have been employed six (6) months and will be monitored by the SAP regarding his/her continued cooperation with the treatment of condition of his/her return to duty program.
 - f. Upon return to duty the employee is subject to unannounced follow up drug testing for the period and at intervals scheduled by the SAP and MRO beyond the random drug testing also required by regulation.

C. Post-SAP Intervention/Return to Duty:

1. Termination of employment will be the consequence if an employee, over the next two year period:
 - a. fails any type of drug test,
 - b. refuses to provide a urine specimen,
 - c. clearly obstructs the testing procedures including attempts to adulterate or substitute,

d. or shy bladder with no reasonable medical explanation.

II. Alcohol:

A. On-Duty/On-Call Standby Use of Alcohol: The admitted or witnessed On-Duty/On-Call Standby use or possession of alcohol on the City's time or premises could result in disciplinary action up to and including suspension or termination of employment. Over the counter medicine with alcohol content is included in the definition of alcohol. The observation of the witness will be verified before any action is taken.

B. Refusal to Submit: An employee who refuses to provide adequate breath or saliva for alcohol testing with no reasonable medical explanation or who engages in conduct that clearly obstructs the testing procedure will be considered to be .040.

1. The following procedures will be followed in response to an alcohol test of .040 or greater:

a. The employee will be removed from his/her safety sensitive duties, relieved of duty suspended without pay and offered an opportunity for SAP assessment and evaluation.

b. The SAP will develop an appropriate rehabilitation plan if one is required. A negative return to duty test will be a condition of return to work.

c. If the employee declines to be assessed by the SAP or refuses to follow the treatment recommendations and/or conditions of the SAP Assessment he/she will be terminated from employment.

d. Rehabilitation/Treatment beyond the scope of the City of Norwich EAP or Medial Plan offerings will be the financial responsibility of the employee. Employees enrolled in a formal treatment program will be granted rehabilitation leave retroactive at full pay up to accumulated sick leave. Employees using up accumulated sick leave will be permitted to use vacation and other accumulated leave time.

e. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section II.B.1.d above; the employees must have been employed six (6) months and will be monitored by the SAP regarding his/her continued cooperation with the treatment or condition of his/her return to duty program.

f. Upon return to duty the employee is subject to unannounced follow up alcohol testing for the period and at intervals scheduled by the SAP and MRO beyond the random alcohol testing required by regulation.

C. A second .040 or greater alcohol test or a refusal to submit as set forth in Section II.B over the next two year period will result in termination of employment.

D. Alcohol Tests of .040 or Greater:

1. The following procedures will be followed in response to a confirmation alcohol test of .040 or greater:

a. An alcohol confirmation test result indicating an alcohol concentration of .040 or greater will result in removal from the safety sensitive position without pay and an opportunity for SAP assessment and evaluation.

- b. The SAP will develop an appropriate rehabilitation plan if one is required. A negative return to duty test will be a condition of return to work.
 - c. If the employee declines to be assessed by the SAP or refuses to follow the treatment recommendations and/or conditions of the SAP Assessment he/she will be terminated from employment.
 - d. Rehabilitation/Treatment beyond the scope of the City of Norwich Employee Assistance Program or Medical Plan offerings will be the financial responsibility of the employee. Employees enrolled in a formal treatment program will be granted rehabilitation leave retroactive at full pay up to accumulated sick leave. Employees using up accumulated sick leave will be permitted to use vacation and other accumulated leave time.
 - e. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section II.D.1.d above; the employees must have been employed six (6) months and will be monitored by the SAP regarding his/her continued cooperation with the treatment or condition of his/her return to duty program.
 - f. Upon return to duty the employee is subject to unannounced follow up alcohol testing for the period and at intervals scheduled by the SAP and MRO beyond the random alcohol testing also required by regulation.
- E. If at any time over the next two year period the employee's alcohol confirmation test results indicate an alcohol concentration of .040 or greater, the employee will be immediately removed from the safety sensitive position and terminated from employment.
- F. Alcohol Tests of .020 to .039:
1. The following procedures will be followed in response to a confirmation alcohol test of .020 through .039:
 - a. An alcohol confirmation test result indicating an alcohol concentration of .020 through .039 will result in removal from the safety sensitive position for 24 hours.
 - b. An alcohol test of less than .020 will be required just prior to return to duty.
 - c. A second alcohol confirmation test result at any time over the next two year period which indicates an alcohol concentration of .020 through .039 will result in removal from the safety sensitive position for 24 hours and referral to the Employee Assistance Program for a minimum of one session in lieu of any disciplinary action being taken. At employee's election, the session may take place during business hours and will be considered on-duty time. Employee will cooperate by participating in the Session as soon as it is scheduled.
 - d. An alcohol test of less than .020 will be required just prior to return to duty.
 2. A third confirmation test result at any time over the next two year period which indicates an alcohol concentration of .020 through .039 will be subject to the same consequences as if the result was .040 or greater and the following procedures will be followed:
 - a. The employee will be removed from his/her safety sensitive duties, relieved of duty without pay and offered an opportunity for SAP assessment and evaluation.

- b. The SAP will develop an appropriate rehabilitation plan if one is required. A negative return to duty test will be a condition of return to work.
 - c. If the employee declines to be assessed by the SAP or refuses to follow the treatment recommendations and/or conditions of the SAP Assessment he/she will be terminated from employment.
 - d. Rehabilitation/Treatment beyond the scope of the City of Norwich EAP or Medical Plan offerings will be the financial responsibility of the employee. Employees enrolled in a formal treatment program will be granted rehabilitation leave retroactive at full pay up to accumulated sick leave. Employees using up accumulated sick leave will be permitted to use vacation and other accumulated leave time.
 - e. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section II.B.1.d above; the employees must have been employed six (6) months and will be monitored by the SAP regarding his/her continued cooperation with the treatment or condition of his/her return to duty program.
 - f. Upon return to duty the employee is subject to unannounced follow up alcohol testing for the period and at intervals scheduled by the SAP and MRO beyond the random alcohol testing also required by regulation.
- G. If the employee refuses to submit to any alcohol test as set forth in II.B at any time over the next two year period, the employee will be terminated from employment.
- H. A fourth alcohol confirmation test of .020 or greater at any time over the next two year period will result in termination of employment.

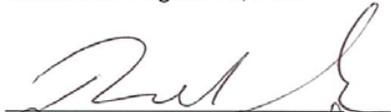
APPENDIX F – MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

The undersigned parties, The City of Norwich ("City") and UPSEU Local #24 ("Union") hereby covenant and agree that the following constitutes their complete agreement with respect to Norwich Public Works equipment and duty classifications:

1. This agreement pertains to only the equipment, duties and classifications as listed on the attached sheet entitled, "Norwich PW Equipment and Duty Classifications June 2012".
2. Should any existing equipment, duties and classifications not be listed on the attached sheet entitled, "Norwich PW Equipment and Duty Classifications June 2012", employees shall be paid as per "past practice".
3. Any new pieces of equipment and/or duties implemented after the ratification of this agreement shall be negotiated separately for job classification.
4. There shall be no retroactive compensation for any employees as a result of this agreement.
5. For employees operating equipment and/or performing duties above their current job classification, said employee(s) shall be paid differential salary for the higher classification according the following schedule:
 - a. Employee works any amount of time between 1 minute and 4 hours in higher classification – employee is paid 4 hours differential.
 - b. Employee works any amount of time between 4 hours, 1 minute and 8 hours in higher classification – employee is paid 8 hours differential.
 - c. Employee works over 8 hours in one shift in higher classification – employee is paid differential for total amount of time worked.

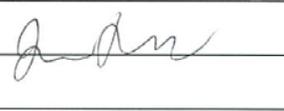
Dated this August 14, 2012



Bigio D. Marchese







Norwich PW Equipment & Duty Classifications
August 2012

<u>Equipment</u>	<u>Classification</u>	
Line Painting Machine	Maintenance	
Painting - On Scaffolding or Ladder	Maintenance	
Backhoes	HEO	
Bucket Trucks (Person in Bucket)	HEO	Upgrade
Large Dump with ≥ 10 Ton Trailer	HEO ¹	Upgrade
Large New Holland Tractor	HEO	
Payloader	HEO	
Roller (3.5 Ton Vibratory)	HEO	
Skid Steer	HEO	Upgrade
Sweeper (3-wheel)	HEO	
Vac-All (#42)	HEO	
Air Compressor - Tow Behind (Driving)	LEO	
Bombardier	LEO	
Concrete Mixer - Tow Behind (Driving)	LEO	
Forklift	LEO	
Hot Box	LEO	Upgrade
Large Dump	LEO	
Large Dump with Standard Trailer	LEO	
Mason Dump (Low Boy) - Hauling Material	LEO	Upgrade
Mason Dump with Trailer	LEO	
Park Tractor	LEO	
Paving Drag Box	LEO	
Pickup Truck (Plowing)	LEO	
Pickup Truck with Trailer	LEO	Upgrade
Roller (Small)	LEO	
Stump Grinder	LEO	
Trackless	LEO	
Weekend Park Duty	LEO	Upgrade
Air Compressor Tools	Laborer	
Brush Hog	Laborer	
Chainsaws/Pole Chainsaws	Laborer	
Concrete Mixer	Laborer	
Curb Machine	Laborer	
Cut-off Saws	Laborer	
Dingo	Laborer	
Hand Tools (All others not on list)	Laborer	
Hedge Trimmers	Laborer	
Jack Hammer	Laborer	
Jumping Jack	Laborer	
Leaf Blowers	Laborer	
Mason Dump (Low Boy)	Laborer	
Mowers (all)	Laborer	Downgrade
Painting - No Scaffolding or Ladder	Laborer	
Pickup Truck	Laborer	
Plate Tamper	Laborer	
Power Snake	Laborer	
Snow Blowers	Laborer	
Snow Shovels	Laborer	
Walk Behind Sweeper	Laborer	
Weed Wackers	Laborer	

¹ Will receive HEO pay plus \$1.00 per hour differential pay for towing 10,000 lb trailer, in accordance with sections 4 & 5 of the differential pay policy outlined in the MOA.