

A G R E E M E N T

Between

CITY OF NORWICH
DEPARTMENT OF PUBLIC UTILITIES

and

L O C A L 457
NORWICH UNIT
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

July 1, 2018 – June 30, 2021

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THIS AGREEMENT, made and entered into by and between LOCAL 457, Norwich Unit, I.B.E.W. (hereinafter "IBEW" or "Union") and the CITY OF NORWICH BOARD OF PUBLIC UTILITIES COMMISSIONERS, (Hereinafter "Board" or "Department" or "Norwich Department of Public Utilities").

This Agreement shall be final and binding on any and all successors and assigns of the employer, whether by sale, transfer, merger, acquisition, consolidation and otherwise. The employer shall make it a condition of such transfer that any such successors or assigns shall be bound by the terms of this Agreement.

The Board, as used in this Agreement, shall be deemed to include the General Manager of the Department of Public Utilities, (hereinafter "General Manager"), or his authorized representative, where the context so permits.

WITNESSETH:

ARTICLE 1 - RECOGNITION OF UNION MEMBERSHIP

Section 1. Recognition of Union

The Board recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit consisting of all employees in job classifications listed in Appendices A1 – A-3 of this Agreement.

Section 2. Notification to Union Regarding Hiring and Transferring of Employees

Any information regarding hiring and transferring of employees shall be immediately given to the Business Manager and Assistant Business Manager of the Union, and shall include name, classification, rate of pay and home address.

Section 3. Union Membership Requirements

The following provisions shall apply to employees in the bargaining unit covered by this Agreement:

- a. Union Membership. Employees, other than temporary employees, hired or transferred into the bargaining unit, will be required, as a condition of employment, to join the Union thirty (30) days from date of hire or transfer. However, employees will remain probationary employees until they have completed six (6) consecutive months' employment. They will not be subject to the terms and conditions of this Agreement until they have completed their probationary period, and may be terminated at any time during the six (6) month probationary period without recourse to the grievance procedure. The Union will be informed, and if requested by the Union, a discussion will be held prior to termination.
- b. Refusal to Join Union. Should any employee fail or refuse to join the Union or maintain membership therein, the Union may request the Board to discharge such employee or employees. The request shall be submitted, in writing, to the General Manager. Two (2) weeks from the date of receipt of the request, the employee or employees shall be discharged; however, if during the two (2) week period, the employee or employees comply with the Union membership provisions of this Section, the Board will not be obliged to discharge the employee or employees.
- c. Union Dues. During the term of this Agreement, the Board agrees to deduct from wages and remit to the Union the bi-weekly dues of those employees who are members of the Union, and who authorize such deductions, in writing, such dues to be the dues fixed in accordance with the by-laws of the Local Union.
- d. Copies of Agreement. The Board shall give to each employee of the bargaining unit presently employed, and each new employee when hired, a copy of this Agreement.

Section 4. Part-Time Employees – Clerical, Engineering and Laboratory

Part-time employees shall be subject to the provisions of this Agreement. The following procedures shall apply to employees hired on a part-time basis for continuing non-temporary work, including at least twenty (20) scheduled hours per week:

- a. Benefits. Part-time employees will receive benefits on a pro rata basis.
- b. Job Vacancy. Part-time employees making application for a job vacancy will be considered for such vacancy only after regular, full time employees have been given preference.
- c. Layoff. In the event of layoff, the Board will first lay off part-time employees in accordance with Article 4 of this Agreement.

ARTICLE 2 – THE FUNCTIONS OF MANAGEMENT

Section 1. In order that the Board may discharge its obligations as a public utility, and furnish dependable and satisfactory service to its customers, it is mutually agreed that the Board shall exercise the functions of management, including, among other things, the determination of the number and qualifications of the employees required to perform the work, the direction of the working forces, and the right to hire, discipline or discharge for just cause, transfer, and lay off employees, subject to Chapter XIV of the City Charter and the City of Norwich’s Merit System Rules (hereinafter “Merit System Rules”). In the exercising of these rights, the Board shall act in accordance with the provisions of this Agreement.

ARTICLE 3 – GRIEVANCES

Section 1. Should any employee feel aggrieved concerning his or her wages, hours and conditions of employment as controlled by this contract, or matters or conditions of employment regarding his or her health and safety, grievances shall be handled as follows:

- a) STEP ONE
The aggrieved employee and his/her Shop Steward shall present a grievance to the employee's immediate supervisor, in order that the supervisor may clearly ascertain the nature of the grievance, within ten (10) working days after the date of the occurrence. If the grievance is not in writing, the aggrieved employee and his/her shop steward shall clearly state to the supervisor that they wish this matter to be treated as a formal grievance and that they expect a formal response within the time frames set forth in this section.
- b) STEP TWO
If the immediate Supervisor (not listed in Appendices A – A-2) is unable or unwilling to adjust the grievance, a copy of the grievance, signed by both the employee and the Union, shall be forwarded to the Division Manager involved no later than five (5) working days after completion of Step 1. If the initial grievance was not in writing at the first step, the aggrieved employee and his/her Union representative must put the grievance in writing at the second step so that the Division Manager understands the basis of the grievance. The Division Manager involved shall meet with the Union and employee within five (5) working days from receipt of the written grievance, unless an extension is agreed to by both parties. The Division Manager will answer the grievance, in writing, within five (5) working days of such meeting.
- c) STEP THREE
If the Division Manager involved is unable or unwilling to adjust the grievance, a copy of the grievance submitted to the Division Manager, signed by both the Union and employee, shall be forwarded no later than five (5) working days after completion of Step 2 to the General Manager. The General Manager shall meet with the Union and the aggrieved employee no later than five (5) working days from receipt of the copy of the written grievance, unless an extension is agreed to by both parties. The General Manager will answer the grievance, in writing, within five (5) working days of such meeting.

STEP FOUR

If the Union is dissatisfied with the results of the General Manager's decision, it may, within thirty (30) working days thereafter, submit, in writing, the grievance to the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such grievances in accordance with its rules and render a decision which shall be final and binding on all parties unless either party, within ten (10) working days of receipt of the written decision, shall notify the other in writing, that such decision is unacceptable and shall proceed with legal action. Under this condition, the ruling of the Court shall be binding on all parties.

- d) No supervisory employee shall attempt to discourage any Union member who has a grievance.
- e) The following shall apply to the grievance procedure:
 - (1) If the Union or employee fails to exhaust remedies under the grievance procedure, or to abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned in the absence of express waiver, in writing, signed by the Department.
 - (2) Meetings on grievances may, at the discretion of the General Manager, be held outside scheduled working hours.
 - (3) An employee may file only his/her own personal grievance; however, in the event a Business Manager or Assistant Business Manager has factual and reasonable evidence that the Department has violated a provision(s) of this Agreement, and the employee(s) affected fails to present a grievance in Step 1, then the Business Manager or Assistant Business Manager, having first notified the employee(s) affected, may initiate a grievance in Step 2 at any time within a period not in excess of thirty (30) calendar days (subject to extension by mutual agreement) from the date of the claimed violation.
 - (4) The expense of the arbitration shall be equally divided between the Union and Department.
 - (5) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement, and about alleged violations of the Agreement. The Board of Mediation and Arbitration shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.
 - (6) The Union Representative and aggrieved employee shall be given time off, with pay (not to exceed eight (8) hours straight time pay in any given working day), to attend the Board of Mediation and Arbitration hearing concerning his/her grievance, when necessary. If the aggrieved employee loses the arbitration, he/she shall not be entitled to payment under this Section.

ARTICLE 4 – SENIORITY

Section 1. Definitions and Promotions

- a. Total length of time served with the Department as defined in Article 1 shall be known as “Department Seniority”.
- b. Total length of time within a particular job classification shall be known as “Classification Seniority”.
- c. Promotions shall be by examinations, as provided in the Merit System Rules. An employee promoted in accordance with the Merit System Rules shall receive not less than a four (4%) percent pay increase.

Section 2. Reassignment and Demotion

If an employee is demoted to a lower job classification and hourly rate of pay (a) at his/her own request; (b) for disciplinary reasons; (c) for incompetence; his/her classification seniority shall begin on the date of demotion.

Section 3. Transfer

When an employee is transferred from one Department to another at his/her own request, under the Merit System Rules, the classification seniority in the new assignment shall begin on the effective day of the transfer, and he/she shall forfeit the classification seniority in all job classifications held prior to the transfer.

Section 4. Temporary Assignment

- a. *Temporary Assignment.* A temporary assignment may be made when a position is vacant and must be filled temporarily pending permanent appointment in accordance with the merit system rules, or when a

person in a supervisory position is unavailable for four (4) hours or more and someone is assigned to fill in. In the event a temporary assignment becomes available, said assignment shall be made on the basis of qualifications, and, where the qualifications of two (2) or more persons are equal, classification seniority shall prevail except when the more senior personnel agree that a less senior person may be assigned to gain experience or be trained.

- b. *Upgradings*. When a person is temporarily assigned to a higher position, he/she shall be paid at the step he/she would be put into if he/she were appointed permanently. The upgraded pay will apply to hours actually spent in fulfilling the duties of the higher level position. Temporary assignments will be made for a minimum of four (4) hours.

Section 5. Layoffs

In the event of layoff, the employee with the least Department seniority with a classification being reduced shall be subject to layoff first. When two (2) or more employees have identical Department seniority, the layoff will be based on time and date stamped on their applications by the Personnel Department.

Section 6. Layoff Displacement – Same Salary Range

An employee subject to layoff may displace the least senior employee in the same salary range provided that he/she is qualified to fully perform the work available.

Section 7. Layoff Displacement – Next Lower Salary Range

In the event an employee is unable to displace the least senior employee in the same salary range, he/she shall be entitled to displace the least senior employee in the next lower salary range, provided that he/she is qualified to fully perform the work available.

Section 8. Layoff Displacement – Least Senior Employee

The procedure outlined herein shall be repeated until an employee subject to layoff displaces a less senior employee, or until said employee is laid off.

Section 9. Layoff Acceptance

Nothing herein shall preclude an employee who is subject to layoff from accepting a layoff.

Section 10. Layoff Severance In the event a permanent employee is laid off as a result of the application of the above paragraphs, said employee shall receive the following severance package:

- (1) Severance pay in the amount of one (1) week of base pay times the years of service.
- (2) Out-placement counseling designed to provide the employee with assistance in securing new employment.
- (3) All health and dental insurance benefits in effect and paid for by the employer for six (6) months from the last working day. Laid off employees are responsible for the co-payment.

Section 11. Layoff Recall Rights

Employees who are laid off shall retain recall rights for a period of one (1) year.

Section 12. Service Time and Seniority Loss Provisions

An employee's length of service shall be broken and seniority lost as a result of the following:

- a. Voluntary quitting.
- b. Discharge for just cause.
- c. Failure to report to work upon expiration of an approved leave of absence, unless for just cause.
- d. Failure to report to work without notification for five (5) consecutive working days, unless for just cause.
- e. Failure to report to work when recalled from layoff within fifteen (15) working days after notification by registered or certified mail at the employee's home of record.
- f. Layoff for a period of one (1) year.

Section 13. Recalled Employees' Physical Examinations

Employees who are recalled shall undergo a complete physical examination in the same manner as newly hired employees.

Section 14. Employee Recall Order

Employees shall be recalled in the reverse order of layoff.

Section 15. Return to Vacated Position

Employees shall be afforded the opportunity of returning to a vacated position, resulting from layoff, provided an opening occurs within one (1) year from the date of layoff.

ARTICLE 5 – JOB CLASSIFICATIONS

Section 1. Job Specifications and Classifications

- a. The Board and Union agree to abide by the job specifications and classifications here fore or hereafter agreed to by the parties for employees listed in Appendix A-A2.
- b. If, during the term of the Agreement, the Department decides to create a new job classification, change, and/or combine duties and responsibilities of existing classifications, the Department agrees to give two-(2) months' notice of such change(s) to the Union. The Department further agrees to a joint Union/Management Committee to discuss the proposed changes and alternatives. The Committee shall consist of eight (8) members; four (4) selected by the Union and four (4) selected by the Board.
- c. When the final alternative is selected, the Department agrees to give ten (10) days notice of such change to the Union, and to provide the Union with a job description(s) of the jobs involved, and the parties shall negotiate and agree in respect to rates of pay, wages, hours of employment, or other conditions of employment.
- d. Any other conditions of employment, except the creation of new job classifications, changes and/or combination of duties and responsibilities of existing classifications, may be subject to the grievance procedure under Article 3 of the Agreement.

Section 2. Employee Classification/Notification to Union

Each employee shall be assigned a classification, and the Board agrees to furnish the Business Manager and Assistant Business Manager of the Union with a complete list of all employees and his/her classification, and to notify the Business Manager and Assistant Business Manager, in writing, whenever an employee is permanently changed in classification.

Section 3. Abolishment of Job Classifications/Posting

No job classification shall be abolished by the Board without discussion between the Union and the Board; Vacancies shall be posted within ninety (90) days.

ARTICLE 6 – SCHEDULES, WORKING HOURS, AND WORKING CONDITIONS

Section 1. Schedule of Normal Workweek and Equitable Distribution of Overtime

- a. The Board shall schedule work, other than rotating shift or special schedule, on a Monday-through-Friday basis. Overtime work will be equitably distributed among suitable qualified employees who are in job classifications in the Division in which the work is to be performed. Records of distribution of overtime work will be made available to designated Union representatives upon their request and also posted on a bi-weekly basis.
- b. Non-shift working employees shall be paid overtime wages at the rate of one-and-one-half (1 ½) times their hourly rate for all work performed in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, except for work performed on Sunday, which shall be paid at two (2) times the hourly rate.
- c. Part-time employees shall be paid overtime wages at the rate of one-and-one-half (1 ½) times their hourly rate for all work performed in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, except for work performed on Sunday, which shall be paid at two (2) times the hourly rate.
- d. Scheduled work hours for outside crews will be 7:00 a.m. – 3:30 p.m. For the purpose of this Article, outside crews are defined as Line, Gas, Sewer, and Maintenance (a crew-type formation).

Section 2. Shift Rates

- a. When an employee of any job classification is assigned to work during the eight hours of the second shift, 4:00 p.m. to 12:00 midnight, or the third shift, 12:00 midnight to 8:00 a.m., he/she shall receive a premium of seven (7%) percent.
- b. A premium of eighteen (18%) percent shall be added to the basic straight time rates for time worked on Sundays.

Section 3. Prearranged Overtime/Overtime Preceding Work Day

Prearranged overtime is defined as any work that is scheduled in advance and does not fall within normal working hours. The supervisor will attempt to provide thirty six (36) hours advance notice to employee, and the employee, whenever possible, will attempt to notify the supervisor within 24 hours if he/she is unable to report for overtime work. The prearranged overtime rates are as follows:

- a) Prearranged overtime immediately preceding the normal work day – an employee shall be paid a minimum of two (2) hours at the prevailing rate.
- b) Prearranged overtime immediately following the normal workday – an employee shall be paid at the prevailing rate.
- c) Prearranged overtime not contiguous to the normal workday – an employee shall be paid a minimum of four (4) hours at the prevailing rate. With management approval, the employee has the option of choosing a two and a half (2 ½) hour call out, for short duration jobs.
- d) Prearranged overtime cancelled on less than twelve (12) hours notice – an employee shall be paid for two (2) hours at his/her basic straight time rate. This will not apply to weather permitting jobs. Weather parameters will be defined when the work is scheduled. The supervisor will make the decision to work based on the weather and will notify the Control Room Operator, and will make every attempt to notify all employees. When in doubt, employees should call the Control Room Operator prior to reporting to work.
- e) Rest time shall not apply to prearranged overtime hours worked for the two hour period prior to and contiguous to the work day.

Section 4. Mealtimes

Mealtimes shall be scheduled between 11:30 a.m. and 1:00 p.m. When working conditions do not provide for a scheduled mealtime between these hours, a paid mealtime break will be provided for as soon as working conditions allow.

Section 5. Job Assignments and Safety

In job assignments and in assignments to do specific pieces of work, only such employees shall be used, who, in the Board's opinion, have the necessary judgment, skill and ability to perform safely the work to be done. The Board will furnish suitable protective equipment and take such other precautions in the interest of safety, as conditions require.

Section 6. Reporting to Headquarters

The Board shall designate, through its Department or employing head, a home station, headquarters or place of employment to which employees shall report at the commencement of the work period, and at the termination or close thereof. The normal working day shall start and finish at the above designated reporting headquarters. The Board reserves the right to temporarily or permanently change these home stations for better operating efficiency.

Section 7. Rest Time, Extended Hours and Emergency Overtime

a. Rest Time.

- (1) If any IBEW employee is required to work overtime for more than one (1) hour during the eight (8) hour period immediately preceding the starting time of his next normal daytime schedule, he will, whenever possible, be allowed rest time during the normal schedule without loss of normal wages. The rest time shall be equivalent to the time worked.
- (2) When service requirements will not permit allowing all of the earned rest time off during normal schedule, the part worked shall, except for holidays, be paid at two (2) times the straight time rates.
- (3) Any shift worker required to work more than eight (8) consecutive hours shall be paid one-and-one-half (1½) times his/her hourly rate for all hours over the original eight (8) hour period, and double time at the hourly rate for all hours worked on his/her second scheduled day off. This shall not apply to such hours involved due to mutual consent between the employees, or the Department and employee.

b. *Work Beyond Sixteen (16) Consecutive Hours.* If an employee is required to work beyond sixteen (16) consecutive hours within a twenty-four (24) hour period, he/she shall be paid at double his/her straight time rate for those hours worked beyond sixteen (16). Time off for meals will count in determining sixteen (16) consecutive hours for the purpose of this Section. This Section will be applicable until the employee has been allowed eight (8) consecutive hours rest.

c. *Emergency Overtime.* Overtime pay shall be granted to any employee for work performed during an emergency as defined in Rule II, Section 10 of the Merit System Rules, as amended.

Section 8. Non-Working Foremen

Non-working supervisors shall not, under normal conditions, perform any type of labor, use tools, drive crew trucks, or otherwise do jobs performed by Union members.

Section 9. Use of Own Motor Vehicle

When an employee is authorized by the General Manager to use his/her own motor vehicle for Department business, he/she shall be paid at a rate equal to the allowance for business mileage allowed to be deducted by the Internal Revenue Service as it may be amended from time to time.

Section 10: Customer Call Monitoring

Management may monitor customer calls and require employees to record customer calls for review to identify training needs and develop employee customer interaction skills to meet Norwich Public Utilities commitment to service quality. All monitoring and recording activity will be conducted in compliance with applicable state and federal laws and the Call Quality Monitoring Policy (Appendix D).

ARTICLE 7 – CALL TIME, BONUS PAY AND SPECIAL BENEFITS

Section 1. Call Time Assignments and Pay

- a. (1) Employees, who are assigned by the Department, to take trouble calls outside their normal scheduled hours, shall be so assigned for either (a) eight (8) hours immediately preceding; or (b) eight (8) hours immediately following; or (c) a total not in excess of eight (8) hours both immediately preceding and immediately following their normal scheduled hours each day they work.
 - (2) Employees shall be paid for one (1) hour at basic straight time for each eight (8) hours they are assigned. On a recognized holiday, they shall be paid for two (2) hours at basic straight time rate for each eight (8) hours so assigned. Any employee called upon to perform work outside his/her normal schedule shall be paid for the time worked at the rate applicable, but not less than two and one half (2.5) hours for each time called out. Employees shall be limited to 24 hours of pay, at the prevailing rate, for a 24 hour period.
- b. *Bonus Pay.* Shift premium shall be added to the applicable rate as defined in Article 6, Section 2.
 - c. *Call Schedule.* The Call Schedule for the Electric and Sewer personnel shall be on a Tuesday-to-Tuesday basis. The Call Schedule for the Field Service personnel shall be on a Friday-to-Friday basis.

- d. On-Call Vehicles. On-call vehicles shall be provided by Management for employees who are on-call. Management must provide authorization in advance, of any work vehicle being used by employees commuting from home
- e. Norwich Residency Incentive Bonus - As an incentive for IBEW union members to live in Norwich, a \$3,500 pensionable bonus will be paid every July to members who meet the following qualifications
- Norwich was the employee's primary residence for the entire prior calendar year
 - The employee completed a Norwich Residency Incentive Bonus application and verification form, and turned it in to payroll in each June for the previous contract year
 - Owning property in Norwich that the employee does not live in does not qualify
 - Norwich Residency Incentive Bonus will not be pro-rated for partial year residence
 - Incident of fraud will be investigated. If it is determined that the employee does not and did not actually live in Norwich, they will be permanently ineligible for the bonus and will have to repay any bonus issued for which they did not qualify

ARTICLE 8 – TIME OFF

Section 1. Officers and appointed representatives of the Union, not to exceed four (4) in number, shall have reasonable time off, with pay, to attend meetings with the Board or its representatives. Official Union Delegates, not to exceed four (4) in number, shall have an aggregate total of twelve (12) days per year, with pay, to attend official Union meetings and conventions. The Board shall grant time off, with pay, to one (1) Delegate designated by the Union as a Delegate to the International Convention of the Union. All such time off must be approved by the Board.

ARTICLE 9 – VACATIONS AND HOLIDAYS

Section 1. Number of Weeks Allowed

All permanent employees with less than one (1) year's employment shall receive a vacation leave, with pay, of one (1) day for each month of service, not to exceed ten (10) working days. Except as herein otherwise provided, all permanent employees of the Board for a period of one (1) year, or longer, shall receive ten (10) days vacation with pay. No vacation shall be granted during original probationary period, but if permanent status is obtained, vacation time shall be allowed for time served during probation.

Section 2. Added Vacation Leave

The Department agrees that added vacation shall be allowed after the anniversary date in any given year, provided such date is no later than November 1st of the calendar year. If the anniversary date is after November 1st, the added vacation period is to be taken during the first quarter of the following calendar year unless otherwise agreed to by both parties.

Section 3. Retirement, Termination or Death of Employee

On retirement or termination of employment, vacation shall be prorated on 1/12 of eligible vacation for each full month worked that calendar year. In the event of the death of an employee, his/her prorated vacation pay shall be paid to his/her estate.

Section 4. Vacation after three (3) Years

When an employee completes three (3) years of service on his/her anniversary hiring date, he/she shall receive an additional two (2) days of paid vacation during that year, for a total of twelve (12) days vacation that year, and each year thereafter subject to the stipulation in Article 9, Section 2.

Section 5. Vacation after Five (5) Years

When an employee completes five (5) years of service on his/her anniversary hiring date, he/she shall receive an additional three (3) days of paid vacation during that year, for a total of fifteen (15) days vacation that year, and each year thereafter subject to the stipulation in Article 9, Section 2.

Section 6. Vacation after Ten (10) Years

When an employee completes ten (10) years of service on his/her anniversary hiring date, he/she shall receive an additional one (1) day of paid vacation during that year, for a total of sixteen (16) days vacation that year, and each year thereafter subject to the stipulation in Article 9, Section 2.

Section 7. Vacation after thirteen (13) Years

When an employee completes thirteen (13) years of service on his/her anniversary hiring date, he/she shall receive an additional two (2) days of paid vacation during that year, for a total of eighteen (18) days vacation that year, and each year thereafter subject to the stipulation in Article 9, Section 2.

Section 8. Vacation after Fifteen (15) Years

When an employee completes fifteen (15) years of service on his/her anniversary hiring date, he/she shall receive an additional two (2) days of paid vacation during that year, for a total of twenty (20) days vacation that year, and each year thereafter subject to the stipulation in Article 9, Section 2.

Section 9. Vacation after eighteen (18) Years

When an employee completes eighteen (18) years of service on his/her anniversary hiring date, he/she shall receive an additional one (1) day of paid vacation during that year, for a total of twenty-one (21) days vacation that year, and each year thereafter subject to the stipulation in Article 9, Section 2.

Section 10. Vacation after Twenty (20) Years

When an employee completes twenty (20) years of service on his/her anniversary hiring date, he/she shall receive an additional four (4) days of paid vacation during that year, for a total of twenty five (25) days vacation that year, and each year thereafter subject to the stipulation in Article 9, Section 2.

Section 11. Vacation after Twenty-Five (25) Years

When an employee completes twenty-five (25) years of service on his/her anniversary hiring date, he/she shall receive an additional five (5) days of paid vacation during that year, for a total of thirty (30) days vacation that year, and each year thereafter subject to the stipulation in Article 9, Section 2.

Section 12. Leave Accumulation

Vacation leave accumulated during the calendar year shall be granted during the following calendar year and shall not be cumulative. Vacation may be carried over from one year to the next provided it has been approved by the General Manager on a case-by-case basis.

Section 13. Rules Concerning Vacations

- a. The basic vacation period shall be May 1 to September 1.
- b. Each eligible employee shall be entitled to two (2) weeks' vacation during this period.
- c. Seniority, based on years of service with the Department, shall be the determining factor in choosing vacation, provided such vacation shall not adversely affect efficient operation of the Department.
- d. All requests for vacation must be received no later than March 1 of the vacation year.
- e. Any employee failing to have his/her vacation request in by March 1 of the vacation year must defer his/her choice of vacation to those employees who have complied with this requirement regardless of his/her seniority.
- f. After the basic vacation schedule has been made up of those requests received by April 1 of the vacation year, vacation for those employees who have not submitted their vacation requests will be awarded based on a first-come-first-served basis.
- g. On May 1 of the vacation year, the General Manager may, at his discretion, assign vacations to those employees who have not submitted their vacation requests.
- h. After all eligible employees have been scheduled for their two (2) weeks' vacation during the basic vacation period, the General Manager may, if he can retain efficient operation, allow employees more than two (2) weeks' vacation during the basic vacation period. The awarding of extra vacation will be based on service seniority with the Department.

Section 14. Holidays During Vacations

If an employee takes a vacation during a period which includes one of the holidays granted under these rules, he/she shall be entitled to an additional day of vacation leave.

Section 15. Illness During Vacation

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

Section 16. Holidays

a. The following days shall be considered as paid holidays for all employees: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If the holiday falls on Saturday, the preceding Friday shall be recognized as the holiday. If the holiday falls on Sunday, the following Monday shall be recognized as the holiday. In order to be eligible for pay for a holiday, an employee must work the last working day before the holiday and the first working day after the holiday. This shall not apply in case of illness or injury, provided the absence is substantiated by a doctor's certificate satisfactory to the Board.

Section 17. Holiday Pay

If it is necessary for an employee or employees to work on a holiday, he/she shall receive his/her holiday pay, plus double his/her basic hourly rate for all hours worked on that holiday.

Section 18. Vacation Purchase

The Board may provide for any Employee that earns less than 3 weeks vacation to buy additional weeks vacation up to a maximum of 3 weeks.

Section 19. Additional Vacation Hours

In addition to Article 9 – Vacations and Holidays: each Employee shall receive sixteen (16) hours of additional vacation time per calendar year.

ARTICLE 10 – NOTICES

Section 1. Bulletin Boards for Union Use

The Union may have reasonable use of suitably located bulletin boards for the purpose of posting notices pertaining to the Union and its members. All such Union Notices shall be signed by an Official of the Union. It is understood that such notices shall contain nothing political, controversial, advertising, or reflecting upon the Department, the Union or any employees. The Union or the Department may remove from the bulletin boards any notices posted thereon which do not comply with the provision of this Section. All communications pertaining to personnel, such as examinations from the Personnel Department, shall be posted immediately.

Section 2. Joint Notice Concerning Agreement

If a General Notice to employees in the bargaining unit is issued pertaining to a change made in this Agreement, it shall be signed jointly by representatives of the Board and the Union.

ARTICLE 11 – BENEFITS

Section 1. Employee Medical Insurance

- a. The Board shall provide and pay ninety percent (90%) of the cost of coverage for employees and their families for the Century Preferred so long as this plan is offered by Anthem Blue Cross. Standard prescription coverage maximum will be \$2750.00.
- b. For employees who were enrolled in the Century 96 plan as of 7/1/05, the Board will ensure continuity of coverage for any necessary specific treatment that was covered under Century 96 but is not covered under Century Preferred. Prior to seeking treatment the employee must submit a letter to the General Manager detailing the specific treatment or coverage requested. Upon receipt, the General Manager will consult with Anthem Blue Cross to determine that a coverage gap does exist, and will determine the most effective way to provide coverage.

- c. The Board shall provide and pay ninety percent (90%) of the cost of individual coverage for the dental insurance plan, namely the Anthem Blue Cross Dental Plan with Riders A and B. Employees who choose to add eligible family members shall pay the full additional cost of family coverage. The Board shall provide the existing Dental Plan at the current co-pay and coverage limits for dependant children to the age of 25.
- d. The Board will reimburse seventy-five percent of the lowest established discounted Lasik eye surgery rate available through Century Preferred for Lasik eye surgery. This benefit is for employees only.
- e. The Board shall provide orthotic foot support coverage as part of the Century Preferred plan for employees only.
- f. Should administrative support for any of the medical or dental plans referred to above be withdrawn during the term of this agreement, the Board agrees to immediately notify the union, to seek substantially similar coverage from Anthem or another carrier, and to negotiate the specifics of the proposed new plans with the union to ensure continuity of coverage.
- g. The Board shall be authorized to deduct bi-weekly from a participating employee's pay ten (10%) percent of the cost of the insurance coverage specified in a and b above and the full cost of family dental coverage referred to in b above.
- h. The Board, in accordance with the applicable provisions of the Internal Revenue Code, shall deduct the employee's share of medical and dental insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefits programs maintained by the Department or required by law.
- i. Should the Board elect to offer a new plan during the term of this agreement, employees, on a voluntary basis, will be permitted to participate in the new plan(s) in lieu of the existing medical insurance coverage. If employees elect a new plan, they may be permitted to transfer back into the existing medical insurance coverage specified in a above subject to the availability of such coverage at the time and the approval of the Department's insurance carriers and any regulations and restrictions, including waiting periods, imposed by said carriers.
- j. Waiver of Medical Insurance Coverages.
 - (1) Employees may voluntarily elect to waive, in writing, all medical insurance coverages outlined in this Agreement applicable to them and, in lieu thereof, shall receive annual payments totaling: single (\$500.00), two person (\$750.00), or family (\$1000.00), or one month COBRA master rates for Century Preferred, whichever is higher. Payment to those employees waiving coverage shall be made in four equal payments at the end of each quarter for which coverage was waived. Proof of coverage under another plan may be required by the Board. Any payments under this Section shall not be regarded as compensation for wage, overtime, or pension calculation purposes. This provision shall not pertain to employees whose spouse/children are covered by medical insurance provided by the Department or the City of Norwich.
 - (2) Employees may revoke in writing the insurance waiver during any election period or when a qualifying event occurs. 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 plan. Appropriate financial adjustments shall be made between the employee and the Department to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
 - (3) Notice of intention to waive insurance coverage must be sent to the General Manager not later than October 1, to be effective on January 1 of each contract year. The election to waive coverage shall only be approved after the employee has provided the Department with proof of alternative insurance coverage.
 - (4) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.
- k. HSA Plan. Norwich Public Utilities will offer an additional health care choice as of January 2016. The new "HSA" plan will include a healthcare savings account and higher deductibles. The costs for the plan will be less than Century Preferred, and therefore the premium cost shares will be less for the employee. Norwich Public Utilities will host several informational sessions prior to the October open enrollment so that employees can understand all of their healthcare options. Employer will match 50% of the deductible upon initial enrollment in year one of the plan, and in two installments in subsequent years.
- l. Affordable Care Act. If the total of any of the Norwich Public Utilities group health plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 19801, otherwise known as the Affordable Care Act, or any other local, state or federal statute or regulation, Norwich Public Utilities reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds.

- m. The specific plan changes needed to bring the cost of the plan under the excise tax threshold will be negotiated via an opening of the contract for this specific purpose only, and those negotiations shall be in accordance with Connecticut General Statutes section 10-153f.
- n. Eligible employees will be given the option to enroll in the lower cost alternate insurance plan option. If the employee, however, chooses to enroll themselves or their eligible family members in a coverage option or options that triggers the excise tax, which currently includes a 40% penalty on affected premiums, the employer and employee shall each bear 50% of the additional costs of such excise tax until an agreement can be negotiated..

Section 2. Retiree Medical Insurance

- a. The Board shall pay ninety five (95%) percent of the cost of medical insurance premiums for the Century Preferred Plan for all employees retiring during the term of this agreement, and until they become eligible for Medicare, but shall not agree to pay the costs of said coverage for any employee retiring on disability or deferred pensions. Additionally, if an employee retires under these provisions, and is covered by a comparable insurance elsewhere, the Board will have no obligation to provide this or any coverage as above. Retirees may pay their share of the premiums (5%) in advance or to authorize deductions from their retirement check. Failure to make a required payment to the Department will relieve the Board of any further obligation to provide insurance coverage to a retiree under this provision.
- b. The Board will allow the retiree to pay the full additional premium amount to keep his/her spouse on the group plans until the spouse is eligible for Medicare or becomes covered under another plan. Spousal coverage will not exceed 15 years from the date of the employee's retirement. Failure to make a required payment to the Department will relieve the Board of any further obligation to provide insurance coverage to a retiree's spouse under this provision.

Section 3. Life Insurance

The Board is to pay the total cost of employees' Life Insurance equal to the employee's base salary but not less than \$50,000. Life Insurance for retirees will be \$25,000.

Section 4. Sick Leave

- a. *Accumulation.* Each permanent employee of the Department shall accumulate to his/her credit one (1) day sick leave, with pay, for each completed calendar month of service, cumulative to one hundred twenty (120) working days.
- b. *Death of employee.* Should an employee become deceased prior to retiring, his/her accrued sick leave time shall be paid to his/her survivor, as listed on his/her Department Insurance Policy.
- c. Employees taking twenty four (24) sick leave hours or less in a calendar year will be paid a \$ 1,000 pensionable payment.

Section 5. Use of Accumulated Sick Leave

Thirty (30)days leave (6 weeks) sick pay allowance shall be paid, if required, after the employee has exhausted his/her accumulated sick leave. This provision shall apply only when the employee is totally and continuously disabled as the result of sickness or accidental bodily injury.

Section 6. Computing Sick Leave

Holidays granted in this Agreement and regular days off shall not be counted in computing sick leave taken.

Section 7. Retirement – Accumulated Leave Time

Upon retirement employees shall receive, on the basis of current wages, up to one hundred twenty (120) days of any unused accumulated sick leave plus any accrued vacation time.

Section 8. Verification of Illness – Doctor's Certificate

A doctor's certificate is to be submitted to the Department verifying the employee's illness and the date(s) on which the employee was unable to work as a result of the illness for the following:

- a. For frequent or habitual absence from duty, or when in the judgment of the Department, there is reasonable cause for requiring such certificate.
- b. For any period of absence consisting of three (3) or more consecutive working days occurring more than once in any six (6) month period.
- c. For any prolonged illness or injury, a medical certificate shall be required for every pay period thereafter, except that one medical certificate is acceptable to cover several weeks if it states that the employee will be unable to work for the specified period of time.

Section 9. Charging of Sick Time

All sick time shall be chargeable, including that sick time which is taken in the form of partial days.

Section 10. Illness in Immediate Family

Sick leave shall be given when the medical needs of a member of the employee's immediate family requires his/her personal attendance, provided that leave for this purpose shall not exceed 32 hours in a calendar year. Leave under this section shall be taken in ½ hour increments up to the yearly maximum of 32 hours. The employee shall provide (upon return to work) a certificate from the attending physician or school nurse when the immediate family member has been seen by a Doctor or has been picked up from school sick. When the leave is not supported by a medical certificate, the employee (upon return to work) shall certify in writing that the leave was due to the medical needs of his or her family and required his/her personal attendance. When possible, medical appointments/procedures will be scheduled at the beginning or end of the work day.

In accordance with the Family and Medical Leave Act, FMLA provisions are unchanged. Eligible employees are still entitled to up to 12 weeks of job protected leave per 12 month period. Sick time used according to this Memorandum of Agreement may be counted as FMLA time depending on the nature of the medical needs.

Section 11. Bereavement Leave

- a. In the event of death in the immediate family, leave not to exceed three (3) working days shall be allowed, with judgment to be used by management in special cases if additional time should be allocated. Immediate family shall include the employee's mother, father, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, or other relative who is an actual member of the household.
- b. In the event of a death of grandparent, grandchild, brother-in-law, sister-in-law, or aunt, uncle, niece or nephew of the employee or spouse, one (1) day shall be allowed, provided the employee attends the funeral.
- c. Bereavement leave is contingent upon prior notification to the General Manager or his designee. Management shall assume responsibility for notifying the City's Director of Human Resources and Labor Relations before leave is granted.

Section 12. Workers Compensation

- a. In the event an employee sustains an injury during work, or on a mutual aid assignment, which prevents an employee from working, and is compensable under the Worker's Compensation laws of the State of Connecticut, vacation or sick leave will be allowed to be used to reimburse the company for benefits, union dues, and taxes. Sick leave used will be counted towards the twenty four hour maximum in article 11 Section 4 c.

ARTICLE 12 – SAFETY AND HEALTH

Section 1. Uniforms

- a. Uniforms shall be provided for Meter Readers, Meter Technicians and Field Service Technicians.
- b. Uniforms shall be furnished for the Sewer Division and the Maintenance Division personnel. Winter work jackets shall be supplied and cleaned or replaced as needed.
- c. Employees assigned to wear Flame Retardant (FR) clothing shall be allotted \$1,000 in the initial year of the program, and \$750 each subsequent year.

Section 2. Rain Gear

Rain gear shall be provided for all employees who work outside and do not at present have same.

Section 3. Discussion of Safety Practices

Joint labor / management safety committee meetings will be held monthly to discuss safety practices and review accidents. All time spent at such meeting will be paid by the Department at the employee's applicable wage rate.

Section 4. Safety Shoes

Safety Shoes must be worn when the PPE assessment requires them. Safety Shoes shall be purchased by the employee at no cost to the employer.

Section 5. Safety Glasses

Prescription 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. Safety glasses and side shields must be worn when the PPE Assessment requires them. Safety glasses shall be purchased by the employee at no cost to the employer. Non-prescription safety glasses, goggles, or face shields will be provided by the employer.

Section 6. Refund Limits

The Department reserves the right to limit the number of refunds made to an individual employee in any given period of time.

Section 7. Live Wire Work

Live wire work, involving either transferring of primary wire on a pole, or cutting in or cutting out of slack primary wire, or handling energized primary wire at two working levels on a pole, shall be carried out by two Linemen, at least one of whom shall be a Lineman A.

Section 8. Use of Bucket Truck

One man shall be allowed to use the small bucket truck for street light maintenance. He can request a second man if the operation is in an unsafe area.

Section 9. Interdivisional Safety Meeting

Safety meetings shall take place monthly which involve all employees. Meetings shall be on a division or subdivision basis as designated by the Board. Time spent by employees at such meetings will be paid by the Board at the employee's applicable wage rate.

Section 10. Working in Inclement Weather.

Employees will not be required to work outdoors when it is actually raining, snowing or when the temperature is below 10 degrees Fahrenheit, unless their services are required to make emergency repairs or to complete work which cannot be deferred.

This will be interpreted to mean that when it is lightly misting or "spitting", work will go on as usual. On days when there are intermittent showers or intermittent snowfall, employees will be expected to stay out on the job, taking shelter in the trucks and elsewhere when it is actually raining or snowing.

1. Coveralls shall be made available as required in the Sewer Division for protection against bacteria.
2. When working in "wet wells", employees shall be allowed reasonable wash up time.

ARTICLE 13 – DISCRIMINATION

Section 1. There shall be no discrimination on the part of either the Department or Union on account of race, color, sex, age, national origin, marital status, ancestry, present or past history of mental disorder, mental retardation, learning disability, or physical disability, including but not limited to blindness, religious belief of any employee, except in the case of a bona fide occupational qualification or need.

ARTICLE 14 – STRIKES AND LOCKOUTS

Section 1. The Department agrees that so long as this Agreement is in effect, there shall be no lockouts. The closing down of any part of the division, or curtailing any operation for business reasons, shall not be construed to be a lockout. The Union, its Officers, Agents, Members and Employees covered by this Agreement, agree that so long as this Agreement is in effect, there shall be no strikes, sit-downs, slowdowns, stoppages of work, boycott, or any unlawful acts that interfere with the Department's operations, or the production or sale of its products. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.

ARTICLE 15 – MERIT SYSTEM RULES

Section 1. The Merit System Rules, as presently written, and any amendments that may be made thereto, unless specifically abridged in this Agreement, shall become part this Agreement.

ARTICLE 16 – SALARIES AND WAGES

Section 1. Salary and Wage Schedules

- a. The salary and wage schedule for 2018-2019 shall be increased by three (3.00%) percent, effective July 1, 2018. (See Appendix A-1, attached hereto and made a part hereof).
- b. The salary and wage schedule for 2019-2020 shall be increased by three (3.00%) percent effective July 1, 2019. (See Appendix A-2, attached hereto and made a part hereof).
- c. The salary and wage schedule for 2020-2021 shall be increased by three (3.00%) percent effective July 1, 2020. (See Appendix A-3, attached hereto and made a part hereof.)

Section 2. Annual Salary and Wage Increments

It is expressly understood and agreed that the employees of the Department covered by this Agreement shall, during the term of this Agreement, continue to receive any annual increments provided by the pay plan and Merit System Rules.

Section 3. Probationary Period/Step Increases

New employees shall be on the probationary rate for the first six (6) months of employment. Employees attaining a permanent status at the end of the probationary period shall be paid in Step 1 of the classification. Employees shall receive incremental raises thereafter on the anniversary date of attaining permanent status until reaching Step 4. Employees shall not be required to serve at any step level for a period in excess of one (1) year.

Section 4. Effective Pay Rates

All changes to employee pay rates to become effective the beginning of the work week (Sunday) in which the change is scheduled to occur.

ARTICLE 17 – MISCELLANEOUS

Section 1. Communication Device

On-call employees shall be provided with appropriate communication devices.

Section 2. Coffee Break Policy

Two (2) fifteen-minute coffee breaks, per day, will be allowed at the job site. One person will be assigned by the Crew Leader to go for coffee and bring it back to the job site. If between jobs, one person will go into the coffee shop and the crew will proceed to the job site for their break. The Crew Leader will be expected to utilize good judgment in regard to this policy.

Section 3. Review of Memorandums of Agreement

All Memorandums of Agreement will be reviewed for inclusion as part of this Agreement.

Section 4. Testing for PCBs

The Board will pay the full cost of testing of employees for PCBs in the job classifications that may have been in contact with PCBs, once a year, as requested by the employee.

Section 5. Pension Negotiations

The parties agree that nothing in the Agreement shall limit the right of the Union to negotiate retirement benefits for the bargaining unit as in the past, under the Municipal Employee Relations Act.

Section 6. Employee Parking

The Board shall provide parking for the General Office Employees.

ARTICLE 18 – SUBSTANCE ABUSE POLICY

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

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

Section 2. Definitions

- a. Alcohol or Alcoholic Beverages – means any beverage that has an alcohol content.
- b. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- c. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- d. Illegal Drug – means any drug or controlled substance, the sale or consumption of which is illegal.
- e. Supervisor – means the employee's immediate superior in the chain of command or the General Manager or their designee.
- f. Employee Assistance Program – means an Employee Assistance Program provided by the Department or any agency/entity the Department has contracted with to provide said program.

Section 3. Employee Assistance Program

- a. Any employee who feels that he 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, or recommendation or referral by a Supervisor or the General Manager, or their designee.

- 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 General Manager or his designee.
- d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Department may grant rehabilitation leave at full pay up to accumulated sick leave. Outpatient care may 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 or employment on a rehabilitation pay basis in accordance with Section 3(d) above, the employee must have been employed at least nine (9) months; must maintain at least weekly contact with the General Manager or his designee; and must provide certification that he 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 4. Alcoholic Beverage

- a. No alcoholic beverage will be brought to work or consumed while on duty. The Department shall invoke appropriate disciplinary action for any violations.
- b. No alcoholic beverages will be brought on to, or consumed by an employee who is off duty, property owned by the Department, except, if the employee is an invitee of a tenant of the Department. The Department will invoke appropriate disciplinary action for any violations.
- c. Drinking or being under the influence of alcoholic beverages while on duty shall be cause for suspension or termination.
- d. Any employee whose off-duty use of alcohol results in any violation of the collective bargaining agreement between the Department and the Union, or the personnel policies of the Department, including, but not limited to, excessive absenteeism, tardiness, accidents or inability to perform all duties in a satisfactory manner, may be referred to 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, including suspension or termination.

Section 5. Prescription Drugs

- a. No prescription drug shall be brought to work by an employee other than the employee for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- b. Any employee whose use of prescription drugs is either in violation of Section 5(a) of this Article or results in an inability to perform all duties required of said employee in a satisfactory manner may be referred to 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 shall be imposed, including suspension or termination.

Section 6. Illegal Drugs

- a. The use of an illegal drug or controlled substance or the possession of them shall be cause for suspension or termination.
- b. The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person shall be cause for suspension or termination, and/or referral to law enforcement authorities.

Section 7. Procedures The procedures of the Department in regard 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 belief that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm.
STEP 2: The Supervisor shall immediately notify the General Manager or his designee.

STEP 3: Both the Supervisor and the General Manager or his designee will interview the employee, and if they both believe that the employee is under the influence of alcohol, drugs, or chemicals, then said employee will be taken to the Department's designated hospital or testing facility.

STEP 4: The decision to relieve the employee from duty shall be documented as soon as practicable. Both the Supervisor and the General Manager or their designees should document 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 from, the hospital or testing facility will perform a drug and/or alcohol test.

(1) It shall be made clear to the employee before he signs the release form that the results will be made available to the General Manager or his designee and may be used in disciplinary proceedings against the employee.

(2) If the employee refuses to submit to the aforesaid tests, the Department shall consider said employee to be in violation of this Agreement. The employee will be relieved of duty. In addition, the employee shall be subject to other disciplinary action, including suspension and/or termination.

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

(1) When test results are positive the employee will be relieved of duty and may be referred to the Employee Assistance Program in lieu of disciplinary action being taken.

(2) The General Manager or his designee shall make final determination whether the employee returns to active status or remains off duty regardless of the test outcome.

(3) Rejection of treatment or failure to complete the program will be cause for suspension or termination.

(4) Upon successful completion or treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

(5) Notwithstanding any other provision of this Agreement, no employee will be eligible for the Employee Assistance Program more than one (1) time.

b. Any employee driving any Department apparatus or vehicle involved in an accident may be tested for drugs and alcohol.

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

d. Random drug tests of employees shall not be performed unless the same is required or permissible by law.

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

a. The policies set forth in this Substance Abuse Policy shall be effective the date of the execution of this Agreement. 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 of said policy.

b. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

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

Section 10. The failure of the Department to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the Department from exercising the same in some other way not in conflict with the provisions of this Article.

ARTICLE 19

**THE CITY OF NORWICH DEPARTMENT OF PUBLIC UTILITIES DISCIPLINARY POLICIES,
CONSEQUENCES AND
INTERVENTION AFTER A POSITIVE DRUG TEST, OR
AN ALCOHOL TEST OF .020 OR GREATER**
**THE CITY OF NORWICH DEPARTMENT OF PUBLIC UTILITIES 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 Substance Abuse Professional, 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 employee 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 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. 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 appropriate 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 observations 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 Substance Abuse Professional, 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.2.d above the employee 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 Substance Abuse Professional, 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 to 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.2.d above the employee 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 twenty-four (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 twenty-four (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 alcohol 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 Substance Abuse Professional, 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 of a rehabilitation pay basis, in accordance with Section II.B.2.d above the employee 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 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.

ARTICLE 20 – DURATION

Section 1. Duration/Future Negotiations

The duration of this Agreement shall extend through June 30, 2021. Either party wishing to terminate, amend, or modify such Agreement shall notify the other party in writing no more than one hundred and fifty (150), and no less than one hundred and twenty (120), days prior to such expiration date. Within twenty-five (25) days of the receipt of such notification by either party, a conference shall be held between the Board and the Union for the purpose of such amendment, modification, or termination.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 10th day of September, 2018

THE CITY OF NORWICH
BOARD OF PUBLIC UTILITIES, COMMISSIONERS

Archie Adams
Witness
Jeanne Kurucz
Witness

By: *[Signature]*
John F. Bilda
General Manager

LOCAL NUMBER 457
NORWICH UNIT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Briana Brown
Witness

By: *[Signature]*
Keith Harris
Business Manager/Financial Secretary

Witness

By: _____
Lonnie R. Stephenson
International President

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

3/6/2019

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

Appendix A-1							
07/01/2018-06/30/2019			3.00%				
Classification	Grade		Probation	Step 1	Step 2	Step 3	Step 4
Clerical Division							
Customer Account Rep Cashier	9	Annual	\$ 46,883.20	\$ 49,212.80	\$ 51,708.80	\$ 54,246.40	\$ 56,950.40
Customer Account Rep I		Biweekly	\$ 1,803.20	\$ 1,892.80	\$ 1,988.80	\$ 2,086.40	\$ 2,190.40
Payroll Clerk		Hourly	\$ 22.54	\$ 23.66	\$ 24.86	\$ 26.08	\$ 27.38
Account Clerk II	12	Annual	\$ 54,246.40	\$ 56,950.40	\$ 59,862.40	\$ 62,795.20	\$ 66,040.00
Customer Account Rep II		Biweekly	\$ 2,086.40	\$ 2,190.40	\$ 2,302.40	\$ 2,415.20	\$ 2,540.00
Dispatcher		Hourly	\$ 26.08	\$ 27.38	\$ 28.78	\$ 30.19	\$ 31.75
Management Group Secretary							
Principal Clerk Stenographer							
Purchasing & Inventory Associate							
Computer Support Specialist	16-1	Annual	\$ 66,040.00	\$ 69,305.60	\$ 72,758.40	\$ 76,336.00	\$ 80,142.40
Senior Customer Service Specialist		Biweekly	\$ 2,540.00	\$ 2,665.60	\$ 2,798.40	\$ 2,936.00	\$ 3,082.40
		Hourly	\$ 31.75	\$ 33.32	\$ 34.98	\$ 36.70	\$ 38.53
Gas & Electric Divisions							
Sewage Treatment/Collections Operator I	17-1	Annual	\$ 61,526.40	\$ 64,604.80	\$ 67,912.00	\$ 71,240.00	\$ 74,859.20
Technician		Biweekly	\$ 2,366.40	\$ 2,484.80	\$ 2,612.00	\$ 2,740.00	\$ 2,879.20
Utility Meter Reader		Hourly	\$ 29.58	\$ 31.06	\$ 32.65	\$ 34.25	\$ 35.99
Utility Storekeeper							
Sewage Treatment/Collections Operator II	18-1	Annual	\$ 64,604.80	\$ 67,912.00	\$ 71,240.00	\$ 74,859.20	\$ 78,561.60
Utility Construction Pipefitter Apprentice		Biweekly	\$ 2,484.80	\$ 2,612.00	\$ 2,740.00	\$ 2,879.20	\$ 3,021.60
		Hourly	\$ 31.06	\$ 32.65	\$ 34.25	\$ 35.99	\$ 37.77
Apprentice Control Room Operator	19	Annual	\$ 67,912.00	\$ 71,240.00	\$ 74,859.20	\$ 78,561.60	\$ 82,451.20
Apprentice Electrician		Biweekly	\$ 2,612.00	\$ 2,740.00	\$ 2,879.20	\$ 3,021.60	\$ 3,171.20
Apprentice Maintenance Mechanic		Hourly	\$ 32.65	\$ 34.25	\$ 35.99	\$ 37.77	\$ 39.64
Utility Collector/Installer							
Customer Service Team Leader	19-1	Annual	\$ 71,240.00	\$ 74,859.20	\$ 78,561.60	\$ 82,451.20	\$ 86,590.40
Sewage Treatment/Collections Operator III		Biweekly	\$ 2,740.00	\$ 2,879.20	\$ 3,021.60	\$ 3,171.20	\$ 3,330.40
Utility Construction Pipefitter		Hourly	\$ 34.25	\$ 35.99	\$ 37.77	\$ 39.64	\$ 41.63
Electric Distribution Shop Electrician	21-2	Annual	\$ 75,108.80	\$ 78,852.80	\$ 82,867.20	\$ 86,944.00	\$ 91,270.40
Senior Utility Construction Pipefitter		Biweekly	\$ 2,888.80	\$ 3,032.80	\$ 3,187.20	\$ 3,344.00	\$ 3,510.40
Utility Construction Pipefitter Welder		Hourly	\$ 36.11	\$ 37.91	\$ 39.84	\$ 41.80	\$ 43.88

07/01/2018-06/30/2019		3.00%					
Classification	Grade		Probation	Step 1	Step 2	Step 3	Step 4
Electric Meterman A	22-1	Annual	\$ 78,561.60	\$ 82,451.20	\$ 86,590.40	\$ 90,916.80	\$ 95,534.40
Electrician		Biweekly	\$ 3,021.60	\$ 3,171.20	\$ 3,330.40	\$ 3,496.80	\$ 3,674.40
Gas Serviceman		Hourly	\$ 37.77	\$ 39.64	\$ 41.63	\$ 43.71	\$ 45.93
Maintenance Mechanic							
Utility Construction Inspector							
Field Services Technician	22-2	Annual	\$ 80,558.40	\$ 84,510.40	\$ 88,774.40	\$ 93,267.20	\$ 97,926.40
Sewer Treatment/Collections Operator IV		Biweekly	\$ 3,098.40	\$ 3,250.40	\$ 3,414.40	\$ 3,587.20	\$ 3,766.40
		Hourly	\$ 38.73	\$ 40.63	\$ 42.68	\$ 44.84	\$ 47.08
Control Room Operator	23-1	Annual	\$ 82,451.20	\$ 86,590.40	\$ 90,916.80	\$ 95,534.40	\$100,318.40
		Biweekly	\$ 3,171.20	\$ 3,330.40	\$ 3,496.80	\$ 3,674.40	\$ 3,858.40
		Hourly	\$ 39.64	\$ 41.63	\$ 43.71	\$ 45.93	\$ 48.23
Chief Control Room Operator	24	Annual	\$ 86,590.40	\$ 90,916.80	\$ 95,534.40	\$100,318.40	\$105,289.60
Chief Field Services Technician		Biweekly	\$ 3,330.40	\$ 3,496.80	\$ 3,674.40	\$ 3,858.40	\$ 4,049.60
Chief Utility Construction Pipefitter		Hourly	\$ 41.63	\$ 43.71	\$ 45.93	\$ 48.23	\$ 50.62
Senior Maintenance Mechanic							
Sewer Collection System Maintenance Chief							
Electrician Foreman	25-1	Annual	\$ 91,457.60	\$ 96,033.60	\$ 100,776.00	\$105,851.20	\$111,155.20
		Biweekly	\$ 3,517.60	\$ 3,693.60	\$ 3,876.00	\$ 4,071.20	\$ 4,275.20
		Hourly	\$ 43.97	\$ 46.17	\$ 48.45	\$ 50.89	\$ 53.44
Line Division Operations							
Apprentice Lineworker	18-2	Annual	\$ 66,081.60	\$ 69,305.60	\$ 72,696.00	\$ 76,211.20	\$ 79,996.80
		Biweekly	\$ 2,541.60	\$ 2,665.60	\$ 2,796.00	\$ 2,931.20	\$ 3,076.80
		Hourly	\$ 31.77	\$ 33.32	\$ 34.95	\$ 36.64	\$ 38.46
Lineman B	20-3	Annual	\$ 73,174.40	\$ 76,731.20	\$ 80,516.80	\$ 84,364.80	\$ 88,483.20
		Biweekly	\$ 2,814.40	\$ 2,951.20	\$ 3,096.80	\$ 3,244.80	\$ 3,403.20
		Hourly	\$ 35.18	\$ 36.89	\$ 38.71	\$ 40.56	\$ 42.54
Lineman A	23-2	Annual	\$ 84,427.20	\$ 88,524.80	\$ 92,955.20	\$ 97,489.60	\$102,252.80
		Biweekly	\$ 3,247.20	\$ 3,404.80	\$ 3,575.20	\$ 3,749.60	\$ 3,932.80
		Hourly	\$ 40.59	\$ 42.56	\$ 44.69	\$ 46.87	\$ 49.16
Chief Lineman	25-2	Annual	\$ 93,059.20	\$ 97,572.80	\$ 102,336.00	\$107,369.60	\$112,673.60
		Biweekly	\$ 3,579.20	\$ 3,752.80	\$ 3,936.00	\$ 4,129.60	\$ 4,333.60
		Hourly	\$ 44.74	\$ 46.91	\$ 49.20	\$ 51.62	\$ 54.17

07/01/2018-06/30/2019		3.00%					
Classification	Grade		Probation	Step 1	Step 2	Step 3	Step 4
Sewer Division							
Laboratory Aide	14	Annual	\$ 50,294.40	\$ 52,769.60	\$ 55,411.20	\$ 58,136.00	\$ 61,089.60
		Biweekly	\$ 1,934.40	\$ 2,029.60	\$ 2,131.20	\$ 2,236.00	\$ 2,349.60
		Hourly	\$ 24.18	\$ 25.37	\$ 26.64	\$ 27.95	\$ 29.37
Sewer Division Maintenance Operator	16-3	Annual	\$ 55,411.20	\$ 58,136.00	\$ 61,089.60	\$ 64,147.20	\$ 67,329.60
		Biweekly	\$ 2,131.20	\$ 2,236.00	\$ 2,349.60	\$ 2,467.20	\$ 2,589.60
		Hourly	\$ 26.64	\$ 27.95	\$ 29.37	\$ 30.84	\$ 32.37
Apprentice Sewage Treatment/Collections Operator Laboratory Technician	17-2	Annual	\$ 58,136.00	\$ 61,089.60	\$ 64,147.20	\$ 67,329.60	\$ 70,720.00
		Biweekly	\$ 2,236.00	\$ 2,349.60	\$ 2,467.20	\$ 2,589.60	\$ 2,720.00
		Hourly	\$ 27.95	\$ 29.37	\$ 30.84	\$ 32.37	\$ 34.00
Sewage Treatment Plant Operator I							
Sewage Treatment Plant Operator II Sewer Division Maintenance Foreman	20-4	Annual	\$ 67,329.60	\$ 70,720.00	\$ 74,214.40	\$ 77,875.20	\$ 81,806.40
		Biweekly	\$ 2,589.60	\$ 2,720.00	\$ 2,854.40	\$ 2,995.20	\$ 3,146.40
		Hourly	\$ 32.37	\$ 34.00	\$ 35.68	\$ 37.44	\$ 39.33

Appendix A-2								
07/01/2019-06/30/2020		3.00%						
Classification	Grade		Probation	Step 1	Step 2	Step 3	Step 4	
Clerical Division								
Customer Account Rep Cashier	9	Annual	\$ 48,297.60	\$ 50,689.60	\$ 53,268.80	\$ 55,868.80	\$ 58,656.00	
Customer Account Rep I		Biweekly	\$ 1,857.60	\$ 1,949.60	\$ 2,048.80	\$ 2,148.80	\$ 2,256.00	
Payroll Clerk		Hourly	\$ 23.22	\$ 24.37	\$ 25.61	\$ 26.86	\$ 28.20	
Account Clerk II	12	Annual	\$ 55,868.80	\$ 58,656.00	\$ 61,651.20	\$ 64,688.00	\$ 68,016.00	
Customer Account Rep II		Biweekly	\$ 2,148.80	\$ 2,256.00	\$ 2,371.20	\$ 2,488.00	\$ 2,616.00	
Dispatcher		Hourly	\$ 26.86	\$ 28.20	\$ 29.64	\$ 31.10	\$ 32.70	
Management Group Secretary								
Principal Clerk Stenographer								
Purchasing & Inventory Associate								
Computer Support Specialist	16-1	Annual	\$ 68,016.00	\$ 71,385.60	\$ 74,942.40	\$ 78,624.00	\$ 82,555.20	
Senior Customer Service Specialist		Biweekly	\$ 2,616.00	\$ 2,745.60	\$ 2,882.40	\$ 3,024.00	\$ 3,175.20	
		Hourly	\$ 32.70	\$ 34.32	\$ 36.03	\$ 37.80	\$ 39.69	
Gas & Electric Divisions								
Sewage Treatment/Collections Operator I	17-1	Annual	\$ 63,377.60	\$ 66,539.20	\$ 69,950.40	\$ 73,382.40	\$ 77,105.60	
Technician		Biweekly	\$ 2,437.60	\$ 2,559.20	\$ 2,690.40	\$ 2,822.40	\$ 2,965.60	
Utility Meter Reader		Hourly	\$ 30.47	\$ 31.99	\$ 33.63	\$ 35.28	\$ 37.07	
Utility Storekeeper								
Sewage Treatment/Collections Operator II	18-1	Annual	\$ 66,539.20	\$ 69,950.40	\$ 73,382.40	\$ 77,105.60	\$ 80,912.00	
Utility Construction Pipefitter Apprentice		Biweekly	\$ 2,559.20	\$ 2,690.40	\$ 2,822.40	\$ 2,965.60	\$ 3,112.00	
		Hourly	\$ 31.99	\$ 33.63	\$ 35.28	\$ 37.07	\$ 38.90	
Apprentice Control Room Operator	19	Annual	\$ 69,950.40	\$ 73,382.40	\$ 77,105.60	\$ 80,912.00	\$ 84,926.40	
Apprentice Electrician		Biweekly	\$ 2,690.40	\$ 2,822.40	\$ 2,965.60	\$ 3,112.00	\$ 3,266.40	
Apprentice Maintenance Mechanic		Hourly	\$ 33.63	\$ 35.28	\$ 37.07	\$ 38.90	\$ 40.83	
Utility Collector/Installer								
Customer Service Team Leader	19-1	Annual	\$ 73,382.40	\$ 77,105.60	\$ 80,912.00	\$ 84,926.40	\$ 89,190.40	
Sewage Treatment/Collections Operator III		Biweekly	\$ 2,822.40	\$ 2,965.60	\$ 3,112.00	\$ 3,266.40	\$ 3,430.40	
Utility Construction Pipefitter		Hourly	\$ 35.28	\$ 37.07	\$ 38.90	\$ 40.83	\$ 42.88	
Electric Distribution Shop Electrician	21-2	Annual	\$ 77,355.20	\$ 81,224.00	\$ 85,363.20	\$ 89,544.00	\$ 94,016.00	
Senior Utility Construction Pipefitter		Biweekly	\$ 2,975.20	\$ 3,124.00	\$ 3,283.20	\$ 3,444.00	\$ 3,616.00	
Utility Construction Pipefitter Welder		Hourly	\$ 37.19	\$ 39.05	\$ 41.04	\$ 43.05	\$ 45.20	

07/01/2019-06/30/2020		3.00%					
Classification	Grade		Probation	Step 1	Step 2	Step 3	Step 4
Electric Meterman A	22-1	Annual	\$ 80,912.00	\$ 84,926.40	\$ 89,190.40	\$ 93,641.60	\$ 98,404.80
Electrician		Biweekly	\$ 3,112.00	\$ 3,266.40	\$ 3,430.40	\$ 3,601.60	\$ 3,784.80
Gas Serviceman		Hourly	\$ 38.90	\$ 40.83	\$ 42.88	\$ 45.02	\$ 47.31
Maintenance Mechanic Utility Construction Inspector							
Field Services Technician	22-2	Annual	\$ 82,971.20	\$ 87,048.00	\$ 91,436.80	\$ 96,075.20	\$100,859.20
Sewer Treatment/Collections Operator IV		Biweekly	\$ 3,191.20	\$ 3,348.00	\$ 3,516.80	\$ 3,695.20	\$ 3,879.20
		Hourly	\$ 39.89	\$ 41.85	\$ 43.96	\$ 46.19	\$ 48.49
Control Room Operator	23-1	Annual	\$ 84,926.40	\$ 89,190.40	\$ 93,641.60	\$ 98,404.80	\$103,334.40
		Biweekly	\$ 3,266.40	\$ 3,430.40	\$ 3,601.60	\$ 3,784.80	\$ 3,974.40
		Hourly	\$ 40.83	\$ 42.88	\$ 45.02	\$ 47.31	\$ 49.68
Chief Control Room Operator	24	Annual	\$ 89,190.40	\$ 93,641.60	\$ 98,404.80	\$ 103,334.40	\$ 108,451.20
Chief Field Services Technician		Biweekly	\$ 3,430.40	\$ 3,601.60	\$ 3,784.80	\$ 3,974.40	\$ 4,171.20
Chief Utility Construction Pipefitter		Hourly	\$ 42.88	\$ 45.02	\$ 47.31	\$ 49.68	\$ 52.14
Senior Maintenance Mechanic Sewer Collection System Maintenance Chief							
Electrician Foreman	25-1	Annual	\$ 94,203.20	\$ 98,924.80	\$ 103,792.00	\$109,033.60	\$ 114,483.20
		Biweekly	\$ 3,623.20	\$ 3,804.80	\$ 3,992.00	\$ 4,193.60	\$ 4,403.20
		Hourly	\$ 45.29	\$ 47.56	\$ 49.90	\$ 52.42	\$ 55.04
Line Division Operations							
Apprentice Lineworker	18-2	Annual	\$ 68,057.60	\$ 71,385.60	\$ 74,880.00	\$ 78,499.20	\$ 82,388.80
		Biweekly	\$ 2,617.60	\$ 2,745.60	\$ 2,880.00	\$ 3,019.20	\$ 3,168.80
		Hourly	\$ 32.72	\$ 34.32	\$ 36.00	\$ 37.74	\$ 39.61
Lineman B	20-3	Annual	\$ 75,379.20	\$ 79,040.00	\$ 82,929.60	\$ 86,902.40	\$ 91,145.60
		Biweekly	\$ 2,899.20	\$ 3,040.00	\$ 3,189.60	\$ 3,342.40	\$ 3,505.60
		Hourly	\$ 36.24	\$ 38.00	\$ 39.87	\$ 41.78	\$ 43.82
Lineman A	23-2	Annual	\$ 86,964.80	\$ 91,187.20	\$ 95,742.40	\$100,422.40	\$105,310.40
		Biweekly	\$ 3,344.80	\$ 3,507.20	\$ 3,682.40	\$ 3,862.40	\$ 4,050.40
		Hourly	\$ 41.81	\$ 43.84	\$ 46.03	\$ 48.28	\$ 50.63
Chief Lineman	25-2	Annual	\$ 95,846.40	\$100,505.60	\$ 105,414.40	\$110,593.60	\$116,064.00
		Biweekly	\$ 3,686.40	\$ 3,865.60	\$ 4,054.40	\$ 4,253.60	\$ 4,464.00
		Hourly	\$ 46.08	\$ 48.32	\$ 50.68	\$ 53.17	\$ 55.80

07/01/2019-06/30/2020		3.00%					
Classification	Grade		Probation	Step 1	Step 2	Step 3	Step 4
Sewer Division							
Laboratory Aide	14	Annual	\$ 51,812.80	\$ 54,350.40	\$ 57,075.20	\$ 59,883.20	\$ 62,920.00
		Biweekly	\$ 1,992.80	\$ 2,090.40	\$ 2,195.20	\$ 2,303.20	\$ 2,420.00
		Hourly	\$ 24.91	\$ 26.13	\$ 27.44	\$ 28.79	\$ 30.25
Sewer Division Maintenance Operator	16-3	Annual	\$ 57,075.20	\$ 59,883.20	\$ 62,920.00	\$ 66,081.60	\$ 69,347.20
		Biweekly	\$ 2,195.20	\$ 2,303.20	\$ 2,420.00	\$ 2,541.60	\$ 2,667.20
		Hourly	\$ 27.44	\$ 28.79	\$ 30.25	\$ 31.77	\$ 33.34
Apprentice Sewage Treatment/Collections Operator Laboratory Technician	17-2	Annual	\$ 59,883.20	\$ 62,920.00	\$ 66,081.60	\$ 69,347.20	\$ 72,841.60
		Biweekly	\$ 2,303.20	\$ 2,420.00	\$ 2,541.60	\$ 2,667.20	\$ 2,801.60
		Hourly	\$ 28.79	\$ 30.25	\$ 31.77	\$ 33.34	\$ 35.02
Sewage Treatment Plant Operator I							
Sewage Treatment Plant Operator II Sewer Division Maintenance Foreman	20-4	Annual	\$ 69,347.20	\$ 72,841.60	\$ 76,440.00	\$ 80,204.80	\$ 84,260.80
		Biweekly	\$ 2,667.20	\$ 2,801.60	\$ 2,940.00	\$ 3,084.80	\$ 3,240.80
		Hourly	\$ 33.34	\$ 35.02	\$ 36.75	\$ 38.56	\$ 40.51

Appendix A-3							
07/01/2020-06/30/2021							
Classification	3.00% Grade		Probation	Step 1	Step 2	Step 3	Step 4
Clerical Division							
Customer Account Rep Cashier	9	Annual	\$ 49,753.60	\$ 52,208.00	\$ 54,870.40	\$ 57,553.60	\$ 60,424.00
Customer Account Rep I		Biweekly	\$ 1,913.60	\$ 2,008.00	\$ 2,110.40	\$ 2,213.60	\$ 2,324.00
Payroll Clerk		Hourly	\$ 23.92	\$ 25.10	\$ 26.38	\$ 27.67	\$ 29.05
Account Clerk II	12	Annual	\$ 57,553.60	\$ 60,424.00	\$ 63,502.40	\$ 66,622.40	\$ 70,054.40
Customer Account Rep II		Biweekly	\$ 2,213.60	\$ 2,324.00	\$ 2,442.40	\$ 2,562.40	\$ 2,694.40
Dispatcher		Hourly	\$ 27.67	\$ 29.05	\$ 30.53	\$ 32.03	\$ 33.68
Management Group Secretary							
Principal Clerk Stenographer							
Purchasing & Inventory Associate							
Computer Support Specialist	16-1	Annual	\$ 70,054.40	\$ 73,528.00	\$ 77,188.80	\$ 80,974.40	\$ 85,030.40
Senior Customer Service Specialist		Biweekly	\$ 2,694.40	\$ 2,828.00	\$ 2,968.80	\$ 3,114.40	\$ 3,270.40
		Hourly	\$ 33.68	\$ 35.35	\$ 37.11	\$ 38.93	\$ 40.88
Gas & Electric Divisions							
Sewage Treatment/Collections Operator I	17-1	Annual	\$ 65,270.40	\$ 68,536.00	\$ 72,051.20	\$ 75,587.20	\$ 79,414.40
Technician		Biweekly	\$ 2,510.40	\$ 2,636.00	\$ 2,771.20	\$ 2,907.20	\$ 3,054.40
Utility Meter Reader		Hourly	\$ 31.38	\$ 32.95	\$ 34.64	\$ 36.34	\$ 38.18
Utility Storekeeper							
Sewage Treatment/Collections Operator II	18-1	Annual	\$ 68,536.00	\$ 72,051.20	\$ 75,587.20	\$ 79,414.40	\$ 83,345.60
Utility Construction Pipefitter Apprentice		Biweekly	\$ 2,636.00	\$ 2,771.20	\$ 2,907.20	\$ 3,054.40	\$ 3,205.60
		Hourly	\$ 32.95	\$ 34.64	\$ 36.34	\$ 38.18	\$ 40.07
Apprentice Control Room Operator	19	Annual	\$ 72,051.20	\$ 75,587.20	\$ 79,414.40	\$ 83,345.60	\$ 87,464.00
Apprentice Electrician		Biweekly	\$ 2,771.20	\$ 2,907.20	\$ 3,054.40	\$ 3,205.60	\$ 3,364.00
Apprentice Maintenance Mechanic		Hourly	\$ 34.64	\$ 36.34	\$ 38.18	\$ 40.07	\$ 42.05
Utility Collector/Installer							
Customer Service Team Leader	19-1	Annual	\$ 75,587.20	\$ 79,414.40	\$ 83,345.60	\$ 87,464.00	\$ 91,873.60
Sewage Treatment/Collections Operator III		Biweekly	\$ 2,907.20	\$ 3,054.40	\$ 3,205.60	\$ 3,364.00	\$ 3,533.60
Utility Construction Pipefitter		Hourly	\$ 36.34	\$ 38.18	\$ 40.07	\$ 42.05	\$ 44.17
Electric Distribution Shop Electrician	21-2	Annual	\$ 79,684.80	\$ 83,657.60	\$ 87,921.60	\$ 92,227.20	\$ 96,844.80
Senior Utility Construction Pipefitter		Biweekly	\$ 3,064.80	\$ 3,217.60	\$ 3,381.60	\$ 3,547.20	\$ 3,724.80
Utility Construction Pipefitter Welder		Hourly	\$ 38.31	\$ 40.22	\$ 42.27	\$ 44.34	\$ 46.56

07/01/2020-06/30/2021		3.00%					
Classification	Grade		Probation	Step 1	Step 2	Step 3	Step 4
Electric Meterman A	22-1	Annual	\$ 83,345.60	\$ 87,464.00	\$ 91,873.60	\$ 96,449.60	\$101,358.40
Electrician		Biweekly	\$ 3,205.60	\$ 3,364.00	\$ 3,533.60	\$ 3,709.60	\$ 3,898.40
Gas Serviceman		Hourly	\$ 40.07	\$ 42.05	\$ 44.17	\$ 46.37	\$ 48.73
Maintenance Mechanic							
Utility Construction Inspector							
Field Services Technician	22-2	Annual	\$ 85,467.20	\$ 89,668.80	\$ 94,182.40	\$ 98,966.40	\$103,875.20
Sewer Treatment/Collections Operator IV		Biweekly	\$ 3,287.20	\$ 3,448.80	\$ 3,622.40	\$ 3,806.40	\$ 3,995.20
		Hourly	\$ 41.09	\$ 43.11	\$ 45.28	\$ 47.58	\$ 49.94
Control Room Operator	23-1	Annual	\$ 87,464.00	\$ 91,873.60	\$ 96,449.60	\$101,358.40	\$106,433.60
		Biweekly	\$ 3,364.00	\$ 3,533.60	\$ 3,709.60	\$ 3,898.40	\$ 4,093.60
		Hourly	\$ 42.05	\$ 44.17	\$ 46.37	\$ 48.73	\$ 51.17
Chief Control Room Operator	24	Annual	\$ 91,873.60	\$ 96,449.60	\$ 101,358.40	\$106,433.60	\$111,696.00
Chief Field Services Technician		Biweekly	\$ 3,533.60	\$ 3,709.60	\$ 3,898.40	\$ 4,093.60	\$ 4,296.00
Chief Utility Construction Pipefitter		Hourly	\$ 44.17	\$ 46.37	\$ 48.73	\$ 51.17	\$ 53.70
Senior Maintenance Mechanic							
Sewer Collection System Maintenance Chief							
Electrician Foreman	25-1	Annual	\$ 97,032.00	\$101,899.20	\$ 106,912.00	\$112,299.20	\$117,915.20
		Biweekly	\$ 3,732.00	\$ 3,919.20	\$ 4,112.00	\$ 4,319.20	\$ 4,535.20
		Hourly	\$ 46.65	\$ 48.99	\$ 51.40	\$ 53.99	\$ 56.69
Line Division Operations							
Apprentice Lineworker	18-2	Annual	\$ 70,096.00	\$ 73,528.00	\$ 77,126.40	\$ 80,849.60	\$ 84,864.00
		Biweekly	\$ 2,696.00	\$ 2,828.00	\$ 2,966.40	\$ 3,109.60	\$ 3,264.00
		Hourly	\$ 33.70	\$ 35.35	\$ 37.08	\$ 38.87	\$ 40.80
Lineman B	20-3	Annual	\$ 77,646.40	\$ 81,411.20	\$ 85,425.60	\$ 89,502.40	\$ 93,870.40
		Biweekly	\$ 2,986.40	\$ 3,131.20	\$ 3,285.60	\$ 3,442.40	\$ 3,610.40
		Hourly	\$ 37.33	\$ 39.14	\$ 41.07	\$ 43.03	\$ 45.13
Lineman A	23-2	Annual	\$ 89,564.80	\$ 93,932.80	\$ 98,612.80	\$103,438.40	\$108,472.00
		Biweekly	\$ 3,444.80	\$ 3,612.80	\$ 3,792.80	\$ 3,978.40	\$ 4,172.00
		Hourly	\$ 43.06	\$ 45.16	\$ 47.41	\$ 49.73	\$ 52.15
Chief Lineman	25-2	Annual	\$ 98,716.80	\$103,521.60	\$ 108,576.00	\$113,921.60	\$119,537.60
		Biweekly	\$ 3,796.80	\$ 3,981.60	\$ 4,176.00	\$ 4,381.60	\$ 4,597.60
		Hourly	\$ 47.46	\$ 49.77	\$ 52.20	\$ 54.77	\$ 57.47

07/01/2020-06/30/2021		3.00%					
Classification	Grade		Probation	Step 1	Step 2	Step 3	Step 4
Sewer Division							
Laboratory Aide	14	Annual	\$ 53,372.80	\$ 55,972.80	\$ 58,780.80	\$ 61,672.00	\$ 64,812.80
		Biweekly	\$ 2,052.80	\$ 2,152.80	\$ 2,260.80	\$ 2,372.00	\$ 2,492.80
		Hourly	\$ 25.66	\$ 26.91	\$ 28.26	\$ 29.65	\$ 31.16
Sewer Division Maintenance Operator	16-3	Annual	\$ 58,780.80	\$ 61,672.00	\$ 64,812.80	\$ 68,057.60	\$ 71,427.20
		Biweekly	\$ 2,260.80	\$ 2,372.00	\$ 2,492.80	\$ 2,617.60	\$ 2,747.20
		Hourly	\$ 28.26	\$ 29.65	\$ 31.16	\$ 32.72	\$ 34.34
Apprentice Sewage Treatment/Collections Operator Laboratory Technician	17-2	Annual	\$ 61,672.00	\$ 64,812.80	\$ 68,057.60	\$ 71,427.20	\$ 75,025.60
		Biweekly	\$ 2,372.00	\$ 2,492.80	\$ 2,617.60	\$ 2,747.20	\$ 2,885.60
		Hourly	\$ 29.65	\$ 31.16	\$ 32.72	\$ 34.34	\$ 36.07
Sewage Treatment Plant Operator I	20-4	Annual	\$ 71,427.20	\$ 75,025.60	\$ 78,728.00	\$ 82,617.60	\$ 86,798.40
		Biweekly	\$ 2,747.20	\$ 2,885.60	\$ 3,028.00	\$ 3,177.60	\$ 3,338.40
		Hourly	\$ 34.34	\$ 36.07	\$ 37.85	\$ 39.72	\$ 41.73

APPENDIX B

Norwich Public Utilities Policy for Call Quality Monitoring

In keeping with Norwich Public Utilities goal of creating loyal customers, the framework for a call quality-monitoring program was completed by members of the management team and members of the IBEW on April 26, 2000.

Definitions:

Silent Monitoring - Refers to the feature in most phone systems that allows for inbound or outbound calls to be listened to by a third party without the immediate knowledge of the participating parties (that is, the caller and the individual receiving the call).

Call Quality Monitoring - The process of being able to listen to customer contacts via silent monitoring or the tape recording of calls.

Self-Monitoring - The process of an individual recording and evaluating his/her own calls according to specific criteria.

Customer Contact Employee - Any individual who interacts with external customers on a regular basis in person or over the telephone.

Call Quality Coach - Individual authorized by a Division Manager to monitor and provide feedback to employees regarding their telephone customer contacts.

The Purpose of Call Quality Monitoring:

The two primary purposes for the implementation of call quality monitoring are identified as:

1. A means to provide coaching for individual employee development.
2. A tool to identify training needs for the group or individuals within the department.

Methodology – Silent Monitoring

1. Silent Monitoring is used in compliment with self-monitoring to insure that customers are receiving a consistent quality of service.
2. Prior to a full scale implementation of silent monitoring (see definitions) within the department or to an individual, employees will be required to record, listen to, and evaluate their own calls based on predetermined guidelines for a period of at least one-week.
3. A designated Call Quality Coach (see definitions) will make a best effort to silent monitor each customer contact employee with a predetermined frequency each month.
4. Employees will be given the option of advance (day/week of – not specific call) notification prior to being silent monitored. In addition, employees will be informed of who will be monitoring their calls.
5. Employees will be given feedback on their calls that have been silent monitored within one day of the customer interaction. If this is not possible, the Call Quality Coach will notify the employee so that s/he may prepare adequate notes about the monitored call

Methodology – Self-Monitoring

1. So that employees may have the most accurate perception of their own customer service style and so that they may self-develop, employees will be required to record and evaluate their own conversations with customers.
2. Each employee will utilize recording technology provided by Norwich Public Utilities to record a predetermined number of customer telephone calls.
3. Employees may select their best calls by keeping or deleting whichever calls they choose. However, on a due date specified by their supervisor, each employee will be required to submit a predetermined number of customer calls for review and discussion with a Call Quality Coach.
4. Employees and their Call Quality Coach will review their tapes within seven calendar days of submission.

Privacy, Fairness, Legal & Security Concerns

1. Call quality monitoring is not intended to cause any employee to feel threatened or harassed. Employees are supported and encouraged to see their manager, division manager or human resources, in the event

they feel call quality monitoring is not being administered according to the primary purpose identified in this policy.

2. The number of times each individual will be monitored will be consistent across each workgroup. However, should a supervisor determine that an employee requires additional call quality development, that supervisor must inform the employee that s/he (the employee) will be monitored more frequently.
3. Written call quality guidelines will be created and provided to each employee before his/her calls are monitored. (New hires will receive a copy of these guidelines at the start of their employment.)
4. Part of these call quality guidelines will include a brief statement asking the customer for permission to record their call for training purposes. This statement is required by state and federal law and may not be omitted from the beginning of any recorded call.
5. Telephones within the workplace that are capable of being silent monitored will be designated as such with a color sticker. In addition, management will insure that adequate access is provided to non-monitored phones in each and every department building.
6. Call Quality Coaches will make a best effort not to intercept personal calls. Should this inadvertently occur, the Call Quality Coach is required to immediately terminate his/her connection to that call.
7. To insure that the "whole story" is heard, Call Quality Coaches will make a best effort to monitor whole entire calls. Partial calls will not be used exclusively for discipline purposes.
8. Only an individual is authorized to record his/her own calls. Call Quality Coaches will not record any employee calls.
9. Some recorded calls (good or bad) may be used for training purposes within the department or workgroup. This, however, will not occur without permission of the employee whose performance exists on the tape.
10. Division Managers only may designate call Quality Coaches. In addition, access codes that enable silent monitoring via the phone system will be regularly changed to insure security.
11. So that employees have assurance that they are not being "singled out," the average number of calls monitored will be provided to the work group. Confidentially, employees will also be provided with the number of times that they were individually monitored so that they may compare the two.

END OF CONTRACT