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AGREEMENT

between

**CITY OF NORWICH, CONNECTICUT  
BOARD OF PUBLIC UTILITIES COMMISSIONERS**

AND

**CITY OF NORWICH DEPARTMENT OF PUBLIC UTILITIES'  
SUPERVISORY EMPLOYEES' ASSOCIATION, INC.  
LOCAL 818, COUNCIL 4 AFSCME, AFL-CIO**

(JULY 1, 2021 - JUNE 30, 2022)

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## PREAMBLE

THIS AGREEMENT is made and entered into by and between the CITY OF NORWICH, DEPARTMENT OF PUBLIC UTILITIES' SUPERVISORY EMPLOYEES' ASSOCIATION, INC., LOCAL 818, COUNCIL 4 AFSCME, AFL-CIO, hereinafter referred to as "Union", and the CITY OF NORWICH, CONNECTICUT, BOARD OF PUBLIC UTILITIES COMMISSIONERS, hereinafter referred to as "Department", "Employer" or "Board".

The Board, as used in this Agreement, shall be deemed to include the General Manager of the Norwich Department of Public Utilities or his authorized representative where the context so permits. The Union, as used in this Agreement, shall be deemed to include the Union's authorized representative, all employees, with the exception of the General Manager, who are not affiliated or are ineligible to be affiliated with the recognized bargaining unions representing non-supervisory employees.

WITNESSETH:

### ARTICLE I: UNION RECOGNITION

The Board recognizes the Union as the exclusive representative and bargaining agent for all supervisory and administrative employees within job classifications listed in Appendix B of this Agreement.

### ARTICLE II: JOB CLASSIFICATIONS

- A. Initial Notice of New or Revised Job Descriptions and Classifications - Layoff/Meeting with Union Representatives If, during the term of this Agreement, the Board decides to create a new job classification, change, and/or combine duties and responsibilities of existing classifications, the Board agrees to give two (2) months' written notice of such change(s) to the Union. The Board further agrees to a joint Union/Management Committee to discuss the proposed changes and alternatives. The Committee shall consist of four (4) members; two (2) selected by the Union and two (2) selected by the Board.
- B. Final Notification to Union of New or Revised Job Descriptions and Classifications-Layoff When the Board selects the final alternative, the Board agrees to give ten (10) days written notice of such change to the Union, and to provide the Union with a job description of the job(s) involved, and the parties shall negotiate and agree in respect to rate(s) of pay, wages, hours of employment, or other conditions of employment.
- C. New or Revised Job Descriptions and Classifications - Non-Layoff If the Board creates a new job classification, changes and/or combines duties and/or responsibilities of existing job classifications which do not result in layoff(s), the Board agrees to give ten (10) days written notice of such change(s) to the Union, and to provide the Union with job descriptions of the jobs involved and the parties shall negotiate and agree with respect to rate of pay, wages, hours of employment, and/or other conditions of employment.
- D. Disputes Subject to Grievance Procedure Any disagreement regarding rates of pay, wages, hours of employment, or 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 procedures under Article V of this Agreement.
- E. Existing Job Descriptions/Notification to Union. The Board will provide to the Union, within thirty (30) days of the effective date of this Agreement, written Job Specifications for all positions listed in Appendices A-1, A-2, A-3 and B of this Agreement with appropriate pay grades and steps indicating the annual, biweekly and hourly wages that apply to each.

### **ARTICLE III: UNION MEMBERSHIP**

Provisions applicable to employees that are, or that are eligible to be, members of the Union as covered by this Agreement:

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary agency fees, the Board agrees, on the 180<sup>th</sup> calendar day, to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the Board is notified in writing by Council 4 that the employee has revoked such authorization. Council 4 reserves the right to modify and/or replace any such authorization form.

- A. Deduction of Dues. The Board agrees to deduct from the pay of each employee who authorizes such from his or her wages, the dues and fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or an extension thereof.

### **ARTICLE IV: FUNCTIONS OF MANAGEMENT**

In order that the Board may discharge its obligations as a public utility, and provide 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, promote, demote, transfer, and lay off employees subject to the provision of Chapter XIV of the Norwich City Charter and the Norwich Merit System Rules except as specified in this Agreement. In the exercising of these rights, the Board and the Union shall act in accordance with the provisions of this Agreement.

### **ARTICLE V: GRIEVANCES**

- A. Definition of Grievance/Grievance Procedure In the event that any dispute arises between the Board and the Union, on behalf of any member, concerning the interpretation or application of the provisions of this Agreement, such dispute shall be deemed to be a grievance, and shall be settled in accordance with the grievance procedure set forth herein.
1. STEP ONE: Any grievance shall first be presented, in writing to the members' immediate supervisor, in order that the supervisor may clearly ascertain the nature of the grievance, within five (5) working days after the date of occurrence. The supervisor shall meet with the member and the Union representative within five working days from receipt of the written grievance. The supervisor will answer the grievance, in writing, within five (5) working days of such meeting.
  2. STEP TWO: If not satisfactory, the grievance may be submitted in writing within five (5) working days thereafter to the Division Manager or his/her designee. The Division Manager or his/her designee shall meet with the member and the Union representative within five (5) working days from receipt. The Division Manager or his/her designee will answer the grievance, in writing, within five (5) working days of such meeting.

3. STEP THREE: If not satisfactory, the grievance may be submitted in writing within five (5) working days thereafter to the General Manager or his/her designee. The General Manager or his/her designee shall meet with the member and the Union representative within five (5) working days from receipt. The General Manager or his/her designee will answer the grievance, in writing, within five (5) working days of such meeting.
  4. ARBITRATION: If the Union is not satisfied with the General Manager's response, the Union may, within thirty (30) working days of receipt of the General Manager's response, submit in writing, the formal grievance to the Connecticut State Board of Mediation and Arbitration. The decision of said Board shall be binding on all parties unless either party, within ten (10) days of receipt of the written decision, shall notify the other, in writing, that such decision is unacceptable and shall proceed with legal action. The ruling of the Court shall be final and binding on all parties concerned.
- B. Abandonment of Grievance If the Union or the member fails to comply with the terms of the grievance procedure, the grievance shall be presumed to be abandoned.
  - C. Meetings on Grievances Meetings on grievances shall be held at times mutually agreed to by the Board and the Union.
  - D. Arbitration Expenses The expenses of the arbitration, should it be necessary, shall be equally shared by the Board and the Union.
  - E. Arbitration Board Hearing-Time Off with Pay The Union Representative and the member shall be given time off with pay (not to exceed eight (8) hours pay in any given day) to attend the Arbitration Board hearing relative to the grievance, when necessary.
  - F. Waiver of Time Limits Any of the time limitations specified in this Article and the steps provided herein may be waived by written mutual agreement of the parties.

#### **ARTICLE VI: SENIORITY/UPGRADING/LAYOFF**

- A. Seniority
  1. Definition. An employee's seniority shall be determined by the length of permanent, uninterrupted employment with the City of Norwich to present.
  2. Military Service/Prolonged Injury/Authorized Leave of Absence. Time served in active service in the Armed Forces of the United States, prolonged illness or injury up to one (1) year, or an authorized leave of absence will not be considered as an interruption of employment for the purpose of seniority.
- B. Upgrading
  1. Promotions. Permanent upgrading (promotions) will be accomplished through the examination procedure as defined in the Merit System Rules of the City of Norwich as provided by and under the supervision of the Director of Human Resources and Labor Relations of the City of Norwich.
  2. Temporary Upgrades. Temporary upgrading will be made on the basis of:
    - a. ability
    - b. qualifications
- C. Layoffs
  1. Order of Layoffs. In the event it is deemed necessary by the Board to implement layoffs in any work unit, as defined in Appendix C, the most qualified, senior employee(s) in the work unit (qualifications being the primary factor) will be retained.
  2. Bumping Rights. Any employee scheduled for layoff may bump others in lower or equal classifications only within their own work unit, as stated in Section C., Subsection 1. above.



3. Transfer to Lower Classification - Salary. Any employee transferred into a lower classification will be paid consistent with the job pay grade being filled, at the highest step, but not higher than he/she was receiving.
4. Severance Benefits. In the event a permanent employee is laid off, said employee shall receive the following severance package:
  - a. Severance pay in the amount of one (1) week of base pay times the years of service, or payment of total accumulated sick leave to date, whichever is greater.
  - b. Out placement counseling designed to provide the employee with assistance in securing new employment.
  - c. All insurance benefits in effect and paid by the Board for six (6) months from the last working day.
5. Transfer of Laid Off Employee. The Board may transfer a laid off employee to any position in another work unit.
6. Order of Recall. In the event of a recall, employees shall be recalled in the reverse order of layoff.
7. Wage of Recalled Employee. If an employee is recalled to the position he/she previously held, he/she shall receive wages equal to those he/she received prior to layoff or demotion.
8. Temporary Demotion Due to Layoff/Reinstatement Pay. Employees temporarily demoted during a layoff will be reinstated to the position previously held and the pay grade and step they previously received will be restored upon reinstatement.
9. Recall Period for Laid Off or Demoted Employees. All movement of employees as the result of a layoff shall be considered temporary for a period of one (1) year from the date of movement and/or layoff. Employees not recalled, for a period of one (1) year from the date of layoff shall be notified by the Board, in writing, that they are no longer eligible for recall and employment is terminated. Employees who were temporarily demoted for a period of one (1) year shall be informed by the Board, in writing, their position is no longer considered temporary and they are permanently assigned to the position they presently occupy and shall be paid in accordance with the pay grade and step associated with the position occupied.
10. Sick Leave Restoration. Restoration of sick leave for individuals who leave Norwich Public Utilities, do not elect a deferred pension and return to their original position under the provision outlined in the Merit System Rules: Rule VII, Section A. Employment Lists, 1. Re-employment lists: *“Permanent employees who have resigned may, within one year, request in writing that the resignation be withdrawn. They may then be placed on appropriate lists and considered for re-employment in the same or a comparable class from which they resigned.”* Employees who return under these circumstances will earn vacation time based on their total completed years of employment and their seniority will be consistent with the contract.

## ARTICLE VII: WORKING HOURS AND OVERTIME

- A. Normal Work Hours/Workweek  
Employees occupying positions listed in Appendix B shall be scheduled for a normal work day of eight (8) hours per day, exclusive of a lunch period, between the hours of 7:00 AM and 5:30 PM, Monday through Friday, recognized holidays excluded.
  1. Pay Rates. All changes to employee rates will become effective the beginning of the work week (Sunday) in which the change is scheduled to occur.

B. Overtime

1. a. Form/Rate of Compensation. Effective as of the signing date of this contract; Employees in Comp classifications listed in Appendix B, who are required to work in excess of eight (8) hours in a work day, or forty (40) hours in a workweek shall receive compensatory time based on one-and-one-half (1 1/2) hours off for each hour worked and two (2) hours off for each hour worked for all time worked in excess of sixteen (16) consecutive hours during any twenty four (24) hour period without eight (8) consecutive hours rest. Employees in OT classifications listed in Appendix B, who are required to work in excess of eight (8) hours in a work day, or forty (40) hours in a workweek, shall receive wages equal to one and one-half (1 1/2) times his/her regular hourly wage, and wages equal to two (2) times his/her regular hourly wage for all time worked in excess of sixteen (16) hours during any twenty-four (24) hour period without eight (8) consecutive hours rest.
- b. Use of Compensatory Time. Employees entitled to compensatory time under Article VII, Section B (1)(a) above may use compensatory time in half hour intervals at any one time, and the same must be used within twelve (12) months of the date on which it is earned. Failure on the part of the employee to use compensatory time within said period will result in the loss of said time. Notwithstanding the aforesaid, upon written request of the employee, the General Manager, at his sole discretion, may allow an extension as to when compensatory time must be taken.
2. Impact of Earned Leave on Compensatory Time/Overtime. Authorized time off for recognized holidays, earned vacation, earned sick leave, compensatory time off and other authorized time off, shall be considered as time worked and inclusive to complete eight (8) hours during any given day and forty (40) hours during any given week.
3. Compensation for Work on Sundays. Employees in OT classifications listed in Appendix B of this Agreement, who are required to work between the hours of 12:01 AM and 12:00 Midnight on any Sunday shall receive wages equal to two (2) times their regular hourly wage for all time worked during this period. Employees in Comp classifications listed in Appendix B shall receive Compensatory time equal to two hours for each hour worked between the hours of 12:01 AM and 12:00 Midnight on any Sunday.
4. Compensation for Work on Holidays. Employees in OT classifications listed in Appendix B of this Agreement, who are required to work on any recognized holiday as designated in Article VIII of this Agreement, shall receive wages equal to two and one-half (2 1/2) times their regular hourly wage for the first eight (8) hours worked, or any part thereof, and wages equal to two (2) times their regular hourly wage for all time worked in excess of eight (8) hours. Employees in Comp classifications in Appendix B shall receive compensatory time equal to 2 hours for each hour worked on any municipal holiday as designated in Article VIII.

C. Call Time

1. Rate of Compensation for Call Time. Any employee in a OT classification listed in Appendix B, called upon to perform work outside his/her normal schedule shall be paid for the time worked at the applicable rates, but not less than 2.5 hours for each time called out.

**ARTICLE VIII: HOLIDAYS**

A. Paid Holidays. The following shall be recognized as holidays for all employees affected by this Agreement. Employees will not normally be required to report for work on a recognized holiday, but will receive wages equal to eight (8) hours at their prevailing straight time wage.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Memorial Day
Independence Day	Veteran's Day
	Christmas Day

- B. Pay for Work on Holidays Employees required to work on any recognized holiday will receive wages as specified within Article VII of this Agreement.
- C. Holidays that Fall on Saturdays/Sundays If the date of any of the recognized holidays falls on a Saturday, the holiday will be observed, for work purpose, on the Friday immediately prior to the date of the holiday. If the date of any of the recognized holiday's falls on a Sunday, the holiday will be observed, for work purpose, on the Monday immediately following the date of the holiday.
- D. Eligibility for Holiday Pay Employees, to receive holiday pay, are required to work the day prior to and the day following a recognized holiday. Exceptions to this requirement are when the holiday is observed within a period of an employee's vacation or while employee is out due to illness or injury and using earned sick leave.

**ARTICLE IX: VACATION**

- A. Vacation Leave Prior to One (1) Year
1. Earned Vacation: Employees with less than one (1) year employment shall earn vacation leave, with pay, of one (1) day for each calendar month of employment during the calendar year in which they are employed, not to exceed ten (10) days of vacation leave per calendar year. Probationary employees will not be credited with vacation leave until they have successfully completed their probationary period, employees will receive credit for vacation leave earned from the initial date of employment.
  2. Minimum Vacation Allotment: In addition to the leave earned during the first calendar year of employment (for use in the second calendar year), employees who satisfactorily complete their probation in the months of July through September, shall be granted 5 days of available leave for use during the first calendar year. Employees who are hired during the months of August through December will earn leave as stated in number 1 above and will receive an additional allotment to provide a minimum of 5 days of leave for use in the second calendar year of employment. Employees who leave NPU prior to using the additional unearned allotments provided in this paragraph will not be paid for the leave upon termination.
- B. Use of Vacation Leave Vacation leave earned during any calendar year may be used between January 1 and December 31 of the following calendar year.
- C. Vacation Leave after One (1) Year Employees with greater than one (1) full calendar year of employment shall earn a minimum of ten (10) vacation days per calendar year.

- D. Vacation Leave after Three (3) Years or More Employees shall be awarded additional vacation leave per calendar year based upon the following schedule:
1. Three (3) completed years of employment, twelve (12) days of vacation leave.
  2. Five (5) completed years of employment, three (3) weeks, fifteen (15) days, of vacation leave.
  3. Thirteen (13) completed years of employment, eighteen (18) days of vacation leave.
  4. Fifteen (15) completed years of employment, four (4) weeks, twenty (20) days, of vacation leave.
  5. Eighteen (18) completed years of employment, (21) twenty-one days, of vacation leave.
  6. Twenty (20) completed years of employment, five (5) weeks, twenty-five (25) days, of vacation leave.
  7. Twenty-five (25) completed years of employment, six (6) weeks, thirty (30) days, of vacation leave.
- E. Effective Date of Additional Vacation Leave Additional weeks of vacation leave shall be available for use by the employee on the anniversary date of employment and during the calendar year such anniversary is reached as specified in the previous section and then during each calendar year thereafter until the next anniversary date of the designated number of years is reached.
- F. Vacation Leave between May 1 - September 1 Each eligible employee shall be entitled to at least two (2) weeks, ten (10) days, of vacation leave during the basic vacation period of May 1 through September 1.
- G. Illness During Vacation In the event of illness during an employees' vacation period, the employee may elect to use earned sick leave providing the employee can verify the illness and the period thereof by means of an acceptable doctor's certificate.
- H. Vacation Accumulation Vacation leave must be used during the calendar year designated and may not be carried forward from one year to the next without authorization from the General Manager. The General Manager will consider such request on a case-by-case basis evaluating the merit of the employee's request.
- I. 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.
- J. Additional Vacation Hours In addition to Article IX: Vacation, each Employee shall receive sixteen (16) hours of additional vacation time per calendar year.
- K. Retirement. Upon retirement, the Union member shall be credited with earned vacation leave for the calendar year in which he or she retires equal to 1/12th of his or her eligible vacation leave for each full month worked during the calendar year in which he or she retires.

## ARTICLE X: BENEFITS

### A. Medical Insurance

1. Blue Cross Coverage. The Board shall provide and pay 90% of the cost of coverage for employees and their families for the Century Preferred medical insurance benefit plan so long as this plan is offered by Anthem Blue Cross. Employees currently on the Century 96 plan will be enrolled in the Century preferred plan during the 2005 open enrollment period. The Century 96 plan will no longer be available.
2. Oral Contraceptives shall be covered as part of the prescription plan.
3. Dental. The Board shall provide and pay ninety percent (90%) of the cost of individual coverage for the dental insurance plan in effect as of June 30, 2002, namely the Anthem Blue Cross Dental Plan with Riders A and B. The Board shall provide the existing Dental plan at the current co-pay and coverage limits for dependent children to the age of 25. Employees who choose to add eligible family members shall pay the full additional cost of family coverage.
4. Withdrawal of Plans. 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.
5. Premium Cost Sharing. The Board shall be authorized to deduct biweekly from a participating employee's pay ten (10%) percent of the cost of the insurance coverage specified in 1 and 2 above and the full cost of family dental coverage referred to in 2 above.
6. Pre-tax of Employee Portion of Premium Cost Sharing on Medical and Dental Insurance. 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.
7. 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.
8. New Plans. 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 1 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.
9. Retiree Medical Insurance. The Board shall pay 95% 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.

10. Medical Insurance Retiree's Spouse. The Board will allow the retiree to pay the full additional premium amount for his/her spouse for the group plan until the employee's spouse is eligible for Medicare or, becomes covered under another plan, whichever occurs first. A retiree spouse that does not exist at the time of the employee's retirement is limited to no more than 20 year's coverage under the plan. 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.
11. Waiver of Medical Insurance Coverage's.
  - a. Employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined in this Agreement applicable to them and, in lieu thereof, shall receive an annual payment of: 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 and will be based on the COBRA rates in effect during the previous quarter rounded to the nearest dollar. 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.
  - b. 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 an 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 the Section.
  - c. 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 employee has provided the Department with proof of alternative insurance coverage.
  - d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

B. Life Insurance

The Board will pay the total cost of life insurance equal to the Union members' annual base salary, rounded up to the nearest thousand, but not less than twenty-five thousand dollars (\$25,000.00). The amount of life insurance shall be increased on the first (1st) day of the month following a change in the members' salary. The Board will, as soon as possible after the effective date of this Agreement, pay the total cost of life insurance for Union members retiring after July 1, 2015, excepting those who have retired on disability or a deferred pension, in the amount of twenty five thousand dollars (\$25,000.00).

- C. Lasik Surgery  
The Board will reimburse seventy-five (75) percent of the lowest established discounted Lasik eye surgery rate available through Century Preferred for Lasik eye surgery (as of July 2005: 75% of \$875 per eye). This benefit is for employees only.
- D. Clothing  
The Board will provide suitable rain gear to all Union members that are required to perform duties outside under normal circumstances.
- E. Vehicles  
Certain management employees may be required to take a company vehicle home in order to effectively perform their job in the most timely and cost effective manner. Those employees who are provided with a vehicle for this purpose shall be at the sole discretion of the General Manager and may change from time to time.
- F. Mileage Allowance  
When an employee is authorized by the General Manager, or when circumstances so require, to use his or her private vehicle for the purpose of conducting Department business, he or she will receive compensation for such use at the 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.
- G. Retirement
1. The Board and the Union agree to abide by the provisions of the City of Norwich Employees' Retirement Fund now in effect and the Union further agrees to abide by the commitment not to negotiate pension matters earlier than 120 days prior to the agreed upon re-opening date of January 1, 2028.
  2. Members of the Union retiring after twenty-five (25) or more years of service will receive an additional week's, forty (40) hours, pay computed at the members' hourly rate on the date of retirement.
  3. Upon retirement, members shall receive payment for all accumulated sick leave up to a maximum of one hundred twenty (120) days. Payment shall be computed at the members' hourly rate on the date of retirement.
- H. Bereavement Leave
1. 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.
  2. In the event of the death of a 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.

#### **ARTICLE XI: SICK LEAVE/PERSONAL LEAVE**

- A. Rate of Accumulation of Sick Leave Members of the Union, permanent and probationary, shall earn one (1) day of paid sick leave for each calendar month worked which will be available for use as accrued on a monthly basis.
- B. Maximum Accumulation of Sick Leave The members' unused, earned sick leave will be accumulative to a limit of one hundred twenty (120) days.

- C. Additional Sick Leave Thirty (30) days (6 weeks) paid sick leave will be authorized, if required, after the employee has exhausted his or her accumulated sick leave. This provision will apply only when the employee is totally and continuously disabled as the result of sickness or accidental injury.
- D. Death - Accumulated Sick Leave Should a member become deceased prior to retirement, his/her beneficiary as indicated on his/her life insurance policy shall receive payment for all accumulated sick leave computed at the members' hourly rate on the date deceased.
- E. Confirmation of Sickness The Board may require confirmation of sickness of any Union member when frequent use of sick leave occurs. Frequent use of sick leave will be for any period of absence due to illness or injury consisting of three (3) or more consecutive working days occurring more than once in any six (6) month period.
- F. Illness of Immediate Family Member Members shall be permitted use of accumulated earned sick leave, up to three (3) consecutive working days, when the serious illness of the members' immediate family requires his or her personal attendance, providing such illness is substantiated by a medical certificate provided to the Board by the member.
- G. Personal Leave Effective 7/1/15 no new personal leave benefit hours will be earned. All Personal Leave hours earned between 1/1/14 – 6/30/15 will be available for use from 7/1/15 – 6/30/16, at which time they will expire and no longer be available. Employees who have Personal Leave balances as of June 30, 2002 may continue to be carried over.
- H. Sick Leave Usage Employees taking twenty-four (24) sick leave hours or less in a calendar year will be paid a \$1,000.00 pensionable payment.

#### **ARTICLE XII: DISCRIMINATION**

- A. Union Membership. The Board shall not discriminate in respect to hire, tenure of employment, any term or condition of employment, restrain, or coerce any member of the Union.
- B. Union Activities The Board shall not discourage or attempt to discourage membership in the Union, nor interfere with activities on behalf of the Union.
- C. Union Officers/Members The Board shall not discriminate, in any form, against any officer, committee person and/or member of the Union due to his/her membership in the Union.
- D. Nondiscrimination There shall be no discrimination on the part of either the Board of the Union in respect to race, color, gender, age, national origin, religious belief, marital status, ancestry, present or past, history of mental disorder, mental retardation, learning disability or physical disability including but not limited to blindness or membership in the Union of any employee except in the case of a bona fide occupational qualification or need.

#### **ARTICLE XIII: MERIT SYSTEM RULES**

The Merit System Rules of the City of Norwich, as presently written, excluding, Rule X, Paragraph J2b, unless specifically in conflict with this Agreement, shall become part of this Agreement.

#### **ARTICLE XIV: SALARIES/WAGES**

- A. Pay Grades During the term of this Agreement, Union members in job classifications listed in Appendix A-1 of this Agreement shall receive wages as indicated for the pay grade and step in which they are presently positioned for the period July 1, 2021 through June 30, 2022.
- B. Salaries/Wages 7/1/21 - 6/30/22. The salary and wage schedule for 2021-2022 shall be increased by two and one quarter (2.25%) percent, effective July 1, 2021. (See Appendix A-1, attached hereto and made a part hereof.)
- C. Management Supplement. The attached description of supplemental duties titled General Management Supplement outlines the responsibilities for technical or professional employees who



may be formally assigned management accountability for a work unit. Following are the circumstances under which such responsibilities may be assigned and the procedures to administer the assignment.

**CRITERIA FOR USING THE GENERAL MANAGEMENT SUPPLEMENT:**

- When the daily operations of a work unit, including supervision of personnel, are added to a technical or professional job. A technical or professional job is defined as a job classification that does not include responsibility for supervising other employees.
- AND
- When the assignment of supervisory/management duties described in the supplement is temporary, or when it is unclear whether or not the assignment is temporary.
  - The supplement does not apply to matrix management situations (that is, when an employee temporarily oversees the work of members of a project team who report directly to someone else).
  - The supplement does not apply to job classifications that already include responsibility for a work unit including the supervision of other employees even if additional employees or work units are added to the duties of the job classification.

**PROCEDURE:**

1. Management will identify the need for temporary unit leadership and the technical or professional employee who could perform the additional duties.
2. Management will assign the technical or professional employee the duties described in the General Management Supplement and will authorize the minimum pay supplement (5% of base pay) as the date of the assignment. The employee will be given a copy of the General Management Supplement, which shall be considered a part of their job classification as long as the assignment is in effect. The base job classification description will not change.
3. Management will notify the Union of the assignment and will negotiate a 5% - 10% base pay supplement on a case-by-case basis. If negotiations result in a pay supplement greater than 5%, the employee will receive the difference retroactive to the assignment date.
4. Management will notify the City of Norwich Board of Public Utilities' Commissioners at their next Board Meeting of the action taken.
5. When a General Management Supplement assignment lasts more than nine (9) months, management or the Union may request a new job classification to make the job a formal part of the structure.
6. When the duties are removed from the technical or professional position, the employee will revert to his or her original grade.

D. Competitive Market Salary Adjustment. The General Manager, for the life of this contract, can unilaterally make an increased salary adjustment to certain Union members. In the event that this

provision is exercised, all Union members will receive a 1% increase effective the date of the competitive market salary adjustment.

#### **ARTICLE XV: NO LOCKOUT - NO STRIKE**

- A. Lockouts. The Board agrees that it will not lock out the employees covered by this Agreement during the duration of the Agreement.
- B. Strikes, Slowdowns, Work Stoppages and Mass Absenteeism.
  - 1. The Union and the employees expressly agree that during the duration of this Agreement, there will be no strikes, slowdowns, work stoppages, mass absenteeism or other similar forms of interference with the operation of the Department. Informative picketing shall not hinder the proper conduct of the official Department business.
  - 2. Any or all employees, participating in such strike or other prohibited activity described above, shall be subject to disciplinary action by the Board, and any such measures imposed on an employee by the Board shall be subject to the grievance and arbitration procedures of this Agreement only as to the question of whether or not the employee participated in the prohibited activity.

#### **ARTICLE XVI: SUBSTANCE ABUSE POLICY**

- A. Purposes. The purposes of this policy are as follows:
  - 1. to establish and maintain a safe, healthy working environment for all employees and to protect the public;
  - 2. to insure the reputation of the Department and its employees as good, responsible citizens worthy of public trust;
  - 3. to reduce the incidents of accidental injury to person or property;
  - 4. to reduce absenteeism, tardiness and indifferent job performance; and
  - 5. 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.
- B. Definitions.
  - 1. Alcohol or Alcoholic Beverages - means any beverage that has an alcoholic content.
  - 2. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
  - 3. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
  - 4. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal.
  - 5. Supervisor - means the employee's immediate superior in the chain of command or the General Manager or their designee.
  - 6. Employee Assistance Program - means Employee Assistance Program provided by the Department or any agency/entity the Department has contracted with to provide said program.
- C. Employee Assistance Program.
  - 1. 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.
  - 2. 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.

3. Employee progress will be monitored by the General Manager or his designee.
4. 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.
5. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section C (4) 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.
6. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

D. Alcoholic Beverages.

1. No alcoholic beverages will be brought to work or consumed while on duty. The Department shall invoke appropriate disciplinary action for any violations.
2. No alcoholic beverages will be brought on to or consumed by an employee who is off duty on 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.
3. Drinking or being under the influence of alcoholic beverages while on duty shall be cause for suspension or termination.
4. 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.

E. Prescription Drugs.

1. 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.
2. Any employee whose use of prescription drugs is either in violation of Section E (1) 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.

F. Illegal Drugs.

1. The use of an illegal drug or controlled substance or the possession of them shall be cause for suspension or termination.
2. 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.

- G. Procedures. The procedures of the Department in regards to employees using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

1. 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 form, the hospital or testing facility will perform a drug and/or alcohol test.

- a. 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.
- b. 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.

- a. 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.
- b. 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.
- c. Rejection of treatment or failure to complete the program will be cause for suspension or termination.
- d. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.
- e. Notwithstanding any other provision of this Agreement, no employee will be eligible for the Employee Assistance Program more than one (1) time.

2. Any employee driving any Department apparatus or vehicle involved in an accident may be tested for drugs and alcohol.
3. 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.
4. Random drug tests of employees shall not be performed unless the same is required or permissible by law.

- H. Effective Date - Notice to Employees - Federal/State Law.
1. 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.
  2. These policies will be implemented in a manner that will comply with all applicable federal and state laws.
- I. 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.
- J. 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 XVII: 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.

I. 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 XVIII: DURATION**

- A. Length of Agreement/Future Negotiations This Agreement shall cover the one (1) year period July 1, 2021 through June 30, 2022. Either party wishing to terminate, amend or modify this Agreement shall notify the other party in writing no more than one hundred fifty (150) days and no less than one hundred twenty (120) days prior to the expiration date of this Agreement. Within twenty-five (25) days of receipt of such notification by either party, a conference will be held between the Board and the Union to consider the merits of the request.
- B. Effective Date of Changes in Agreement Unless otherwise specified, all changes delineated herein shall become effective the date of the execution of this Agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 19 day of April 2021.

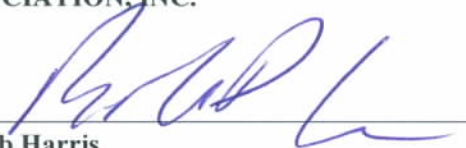
**THE CITY OF NORWICH  
BOARD OF PUBLIC UTILITIES  
COMMISSIONERS**

By:   
**Christopher LaRose  
General Manager**

  
Witness

  
Witness

**CITY OF NORWICH DEPARTMENT OF PUBLIC  
UTILITIES SUPERVISORY EMPLOYEES'  
ASSOCIATION, INC.**

By:   
**Rob Harris  
President  
Local 818, Council 4 AFSCME, AFL-CIO**

  
Witness

  
Witness

By:   
**Scott Soares  
Staff Representative**

<b>Appendix A-1</b>							
<b>07/01/2021-06/30/2022</b>	<b>2.25%</b>						
<b>Classification</b>	<b>Grade</b>		<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Accounting Analyst	11	Annual	\$71,032.00	\$74,609.60	\$78,332.80	\$82,388.80	\$86,465.60
		Biweekly	\$2,732.00	\$2,869.60	\$3,012.80	\$3,168.80	\$3,325.60
		Hourly	\$34.15	\$35.87	\$37.66	\$39.61	\$41.57
Executive Assistant	19	Annual	\$88,441.60	\$92,830.40	\$97,489.60	\$102,336.00	\$107,473.60
		Biweekly	\$3,401.60	\$3,570.40	\$3,749.60	\$3,936.00	\$4,133.60
		Hourly	\$42.52	\$44.63	\$46.87	\$49.20	\$51.67
Applications Support Specialist	20	Annual	\$76,814.40	\$80,932.80	\$85,176.00	\$89,668.80	\$94,411.20
		Biweekly	\$2,954.40	\$3,112.80	\$3,276.00	\$3,448.80	\$3,631.20
		Hourly	\$36.93	\$38.91	\$40.95	\$43.11	\$45.39
GIS Analyst Senior Accounting Analyst	21	Annual	\$81,286.40	\$85,259.20	\$89,606.40	\$94,016.00	\$98,758.40
		Biweekly	\$3,126.40	\$3,279.20	\$3,446.40	\$3,616.00	\$3,798.40
		Hourly	\$39.08	\$40.99	\$43.08	\$45.20	\$47.48
Chief Plant Operator Apprentice	22	Annual	\$95,160.00	\$99,860.80	\$104,873.60	\$110,094.40	\$115,585.60
		Biweekly	\$3,660.00	\$3,840.80	\$4,033.60	\$4,234.40	\$4,445.60
		Hourly	\$45.75	\$48.01	\$50.42	\$52.93	\$55.57
Associate Engineer GIS Analyst II GIS Analyst Supervisor Laboratory Director Project Coordinator Utility Records & Inspections Supervisor	23-1	Annual	\$96,345.60	\$101,275.20	\$106,308.80	\$111,737.60	\$117,249.60
		Biweekly	\$3,705.60	\$3,895.20	\$4,088.80	\$4,297.60	\$4,509.60
		Hourly	\$46.32	\$48.69	\$51.11	\$53.72	\$56.37
Energy Efficiency Programs Coordinator Programs Coordinator Project Coordinator Team Leader Technical Specialist	23-2	Annual	\$99,860.80	\$104,873.60	\$110,094.40	\$115,585.60	\$121,388.80
		Biweekly	\$3,840.80	\$4,033.60	\$4,234.40	\$4,445.60	\$4,668.80
		Hourly	\$48.01	\$50.42	\$52.93	\$55.57	\$58.36
Information Technology Specialist Purchasing & Inventory Supervisor Utility Inspector	23-3	Annual	\$88,400.00	\$92,768.00	\$97,364.80	\$102,252.80	\$107,369.60
		Biweekly	\$3,400.00	\$3,568.00	\$3,744.80	\$3,932.80	\$4,129.60
		Hourly	\$42.50	\$44.60	\$46.81	\$49.16	\$51.62

<b>07/01/2021-06/30/2022</b>	<b>2.25%</b>						
<b>Classification</b>	<b>Grade</b>		<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Accounting Manager	25-2	Annual	\$107,265.60	\$112,528.00	\$117,998.40	\$123,801.60	\$129,937.60
Business Intelligence Analytics Projects Manager		Biweekly	\$4,125.60	\$4,328.00	\$4,538.40	\$4,761.60	\$4,997.60
Chief Plant Operator - Wastewater		Hourly	\$51.57	\$54.10	\$56.73	\$59.52	\$62.47
Chief Plant Operator - Water							
Control Room Foreman							
Customer Service Center Manager							
Executive Assistant/Human Resource Coordinator							
Field Services General Foreman							
Gas/Water/Sewer General Foreman							
Maintenance General Foreman							
Materials Manager							
Metering & Revenue Asset Manager							
Personnel Coordinator							
Senior Information Technology Specialist							
Utility Purchasing & Inventory Manager							
Utility Engineer	27-1	Annual	\$108,784.00	\$114,358.40	\$120,057.60	\$126,027.20	\$132,392.00
Utility Project Engineer		Biweekly	\$4,184.00	\$4,398.40	\$4,617.60	\$4,847.20	\$5,092.00
		Hourly	\$52.30	\$54.98	\$57.72	\$60.59	\$63.65
General Line Foreman	27-2	Annual	\$111,716.80	\$117,083.20	\$122,803.20	\$128,752.00	\$135,116.80
		Biweekly	\$4,296.80	\$4,503.20	\$4,723.20	\$4,952.00	\$5,196.80
		Hourly	\$53.71	\$56.29	\$59.04	\$61.90	\$64.96
External Affairs Manager	28-1	Annual	\$114,358.40	\$120,057.60	\$126,027.20	\$132,392.00	\$138,985.60
Utility Electrical Engineer		Biweekly	\$4,398.40	\$4,617.60	\$4,847.20	\$5,092.00	\$5,345.60
		Hourly	\$54.98	\$57.72	\$60.59	\$63.65	\$66.82
Manager Communications & Community Outreach	28-2	Annual	\$112,819.20	\$118,372.80	\$124,363.20	\$130,582.40	\$137,051.20
		Biweekly	\$4,339.20	\$4,552.80	\$4,783.20	\$5,022.40	\$5,271.20
		Hourly	\$54.24	\$56.91	\$59.79	\$62.78	\$65.89
Business Intelligence Systems Architect	29-1	Annual	\$120,057.60	\$126,027.20	\$132,392.00	\$138,985.60	\$145,912.00
Construction Manager		Biweekly	\$4,617.60	\$4,847.20	\$5,092.00	\$5,345.60	\$5,612.00
		Hourly	\$57.72	\$60.59	\$63.65	\$66.82	\$70.15

<b>07/01/2021-06/30/2022</b>	<b>2.25%</b>						
<b>Classification</b>	<b>Grade</b>		<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Communications and Public Affairs Manager	29-2	Annual	\$124,113.60	\$130,208.00	\$136,780.80	\$143,644.80	\$150,758.40
		Biweekly	\$4,773.60	\$5,008.00	\$5,260.80	\$5,524.80	\$5,798.40
		Hourly	\$59.67	\$62.60	\$65.76	\$69.06	\$72.48
Electric Integrity Manager	30	Annual	\$137,030.40	\$143,832.00	\$151,070.40	\$158,620.80	\$166,504.00
Financial Planning Manager		Biweekly	\$5,270.40	\$5,532.00	\$5,810.40	\$6,100.80	\$6,404.00
Gas Integrity Manager		Hourly	\$65.88	\$69.15	\$72.63	\$76.26	\$80.05
GIS Manager							
Information Technology Manager							
Operations Integrity Manager							
Program Office Manager							
Wastewater Integrity Manager							
Water & Wastewater Integrity Manager							
Water Integrity Manager							
Manager Business Services Division	34	Annual	\$141,793.60	\$148,928.00	\$156,395.20	\$164,216.00	\$172,452.80
Manager Customer Service		Biweekly	\$5,453.60	\$5,728.00	\$6,015.20	\$6,316.00	\$6,632.80
Utility Operations Division Manager		Hourly	\$68.17	\$71.60	\$75.19	\$78.95	\$82.91
Division Manager	34-1	Annual	\$147,368.00	\$154,752.00	\$162,489.60	\$170,601.60	\$179,150.40
		Biweekly	\$5,668.00	\$5,952.00	\$6,249.60	\$6,561.60	\$6,890.40
		Hourly	\$70.85	\$74.40	\$78.12	\$82.02	\$86.13
Division Manager (2)	34-2	Annual	\$152,817.60	\$160,492.80	\$168,500.80	\$176,883.20	\$185,764.80
		Biweekly	\$5,877.60	\$6,172.80	\$6,480.80	\$6,803.20	\$7,144.80
		Hourly	\$73.47	\$77.16	\$81.01	\$85.04	\$89.31
Assistant General Manager	35	Annual	\$168,563.20	\$176,924.80	\$185,827.20	\$195,104.00	\$204,880.00
		Biweekly	\$6,483.20	\$6,804.80	\$7,147.20	\$7,504.00	\$7,880.00
		Hourly	\$81.04	\$85.06	\$89.34	\$93.80	\$98.50

**APPENDIX B: JOB TITLES/PAY GRADES /CLASSIFICATIONS**

\*Employees entitled to **OVERTIME PAY FOR THE TIME WORKED (OT) / COMPENSATORY TIME OFF (COMP)** as defined in Article VII, Section B, of this Agreement.

<u>JOB TITLE</u>	<u>GRADE</u>	<u>CLASSIFICATIONS</u>
Accounting Analyst	11	Comp
Executive Assistant	19	Comp
Applications Support Specialist	20	OT
GIS Analyst	21	Comp
Senior Accounting Analyst	21	Comp
Chief Plant Operator Apprentice	22	OT
Associate Utility Engineer	23-1	Comp
GIS Analyst II	23-1	Comp
GIS Analyst Supervisor	23-1	Comp
Laboratory Director	23-1	OT
Project Coordinator	23-1	OT
Utility Records & Inspection Supervisor	23-1	OT
Energy Efficiency Programs Coordinator	23-2	Comp
Programs Coordinator	23-2	Comp
Project Coordinator Team Leader	23-2	Comp
Technical Specialist	23-2	OT
Information Technology Specialist	23-3	Comp
Utility Purchasing & Inventory Supervisor	23-3	Comp
Utility Inspector	23-3	Comp
Accounting Manager	25-2	Comp
Business Intelligence Analytics Projects Manager	25-2	Comp
Chief Plant Operator – Wastewater	25-2	OT
Chief Plant Operator - Water	25-2	OT
Control Room Foreman	25-2	OT
Customer Service Center Manager	25-2	OT
Executive Assistant/Human Resources Coordinator	25-2	Comp
Field Services General Foreman	25-2	OT
Gas/Water/Sewer General Foreman	25-2	OT
Maintenance General Foreman	25-2	OT
Materials Manager	25-2	Comp
Metering & Revenue Asset Manager	25-2	Comp
Personnel Coordinator	25-2	Comp
Senior Information Technology Specialist	25-2	Comp
Utility Purchasing & Inventory Manager	25-2	Comp
Utility Engineer	27-1	Comp
Utility Project Engineer	27-1	Comp
General Line Foreman	27-2	OT
External Affairs Manager	28-1	Comp
Utility Electrical Engineer	28-1	Comp
Manager Communications and Community Outreach	28-2	Comp
Construction Manager	29-1	Comp
Business Intelligence Systems Architect	29-1	Comp

**APPENDIX B: JOB TITLES/PAY GRADES /CLASSIFICATIONS**

\*Employees entitled to **OVERTIME PAY FOR THE TIME WORKED (OT) / COMPENSATORY TIME OFF (COMP)** as defined in Article VII, Section B, of this Agreement.

<u>JOB TITLE</u>	<u>GRADE</u>	<u>CLASSIFICATIONS</u>
Communications and Public Affairs Manager	29-2	Comp
Electric Integrity Manager	30	Comp
Financial Planning Manager	30	Comp
Gas Integrity Manager	30	Comp
GIS Manager	30	Comp
Information Technology Manager	30	Comp
Operations Integrity Manager	30	Comp
Program Office Manager	30	Comp
Wastewater Integrity Manager	30	Comp
Water and Wastewater Integrity Manager	30	Comp
Water Integrity Manager	30	Comp
Manager--Business Services Division	34	Comp
Manager--Customer Service Division	34	Comp
Utility Operations Division Manager	34	Comp
Division Manager	34-1, 34-2	Comp
Assistant General Manager	35	Comp

**APPENDIX C**

**WORK UNITS**

The Divisions and/or sections listed herein shall be defined as WORK UNITS as referred to in Article VI, Section C, Sub-Section 1 of this Agreement.

**WORK UNIT**

Accounting

Administration

GIS

IT

Operations Management



**APPENDIX D**  
**ACTIVE MEMORANDUMS OF AGREEMENT**

13-01 UTILITY EMERGENCY PAYROLL LANGUAGE

The following payroll procedures go into effect when the General Manager or his designee declares a Utility Emergency:

Affected Personnel

- All work groups falling under this policy will be identified prior to the Emergency

Standby

- Additional employees may be assigned to be on standby. Standby rates will be 1-hour straight time per shift on call
- Employees assigned to standby prior to the storm will continue to be paid for their standby time as long as they are capable of responding to an emergency

Work Hours

- The General Manager will designate the Emergency work hours. Typically they will be:
  - Operational Support
    - 6 a.m. to 10 p.m.
    - 10 p.m. to 2 p.m.
  - Plant coverage
    - 7 a.m. to 7 p.m.
    - 7 p.m. to 7 a.m.
  - Control Room
    - Normal hours for primary CRO
    - Secondary CRO
      - 7 a.m. to 7 p.m.
      - 7 p.m. to 7 a.m.

### Breaks and Lunches

- NPU will provide all meals. Employees will be paid for all hours worked including meal times.

### Pay Rules

- 1 ½ time for all hours worked
- 2x time for Sundays and for all hours worked over 16 hours
- Employees stay on double time until 8 hours rest obtained

### Reporting Rules

- All employees will be assigned an Emergency Supervisor
  - Employees will report at the time designated by the supervisor – deviations must be authorized
  - Employees will leave at the time designated by the supervisor – deviations must be authorized
  - Employees will be reassigned to different supervisors as needed

### Other

- Payroll rules apply to Storm Mutual Aid. They do not apply to planned assistance to other utilities
- Sick or vacation will be paid straight time
- Special pay codes that no longer apply under storm conditions:
  - Rest time
  - Rest time not taken
  - Prearranged overtime pay

---END OF CONTRACT---