

AGREEMENT

between the

CITY OF WATERBURY

and the

**CONNECTICUT HEALTH CARE ASSOCIATES
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES,
AFSCME, AFL-CIO**

JULY 1, 2009– JUNE 30, 2013

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PREAMBLE

¶1 This Agreement is made by and between the CITY OF WATERBURY (hereinafter referred to as the City) and the WATERBURY PUBLIC HEALTH NURSES, CONNECTICUT HEALTHCARE ASSOCIATES, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO.

ARTICLE I
RECOGNITION

¶2 *Section 1.* The City hereby recognizes the WATERBURY PUBLIC HEALTH NURSES, CONNECTICUT HEALTH CARE ASSOCIATES, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO (hereinafter referred to as the CHCA or the Union) as the exclusive bargaining agent for all Registered Professional Public Health Nurses, who are full-time or regular part-time employees, as defined in Section 2 hereof, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment. Excluded from the coverage of this Agreement and excluded from the term "Registered Professional Nurse", as used herein, are the department head or designee and any other supervisory personnel in the nursing division of the Department of Public Health whose positions satisfy the statutory test of supervisor pursuant to Section 7-471(2) of the Connecticut General Statutes. It is further agreed that any public health nurse whose regular work schedule with the City is less than twenty (20) hours per week shall be excluded from the coverage and from the terms of this Agreement.

¶3 *Section 2(a).* The term "regular full-time employee" as used in this Agreement shall refer only to those Registered Professional Nurses who regularly work, a thirty-five (35) hour work week for a full calendar year.

¶4 *Section 2(b).* The term "regular part-time employee" as used in this Agreement shall refer only to those regular Registered Professional Nurses who work a work week of up to and including thirty-five (35) hours per week, and work less than the full calendar year. This includes School Nurses and Nurses who work up to and including thirty (35) hours per week and/or less than twelve (12) months per year.

¶5 *Section 2(c).* The term "School Nurse" includes nurses who regularly work in the school setting. School nurses assigned to the Children's Community School shall, when required, cover public health clinics and cover other school locations upon request.

¶6 *Section 2(d).* Any benefit which is pro-rated on the basis of part-time and/or school year employment shall be determined in accordance with the following formula:

¶7

Total Benefit for Full-Time Employees	X	$\frac{\text{Regular Part-Time Scheduled Annual Work Hours} + \text{Holiday Hours}}{\text{Regular Full-Time Scheduled Annual Work Hours} + \text{Holiday Hours}}$	= Total Benefit
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¶8 In the event a nurse transfers from a regular full-time to a regular part-time position, or transfers from a regular part-time to a regular full-time position, the benefits will be prorated to the nearest month by the following formula:

$$\frac{\text{Total yearly benefit (former status)}}{12} \times \text{No. months in position} + \frac{\text{Total yearly benefit (new status)}}{12} \times \text{No. months in position}$$

¶10. All benefits will be calculated in hours.

¶11. *Section 2(e)*. The term “party” or “parties” as used in this Agreement shall be defined to mean, unless the context clearly indicates otherwise, the City and CHCA.

ARTICLE II
DUES CHECK-OFF

¶12. *Section 1*. The Department of Human Resources shall forward the, CHCA membership/dues authorization card, job classification and rate of pay of all new hires to the Union within one (1) month of their employment.

¶13. *Section 2*. The City agrees to deduct from the paycheck of each Registered Professional Nurse who has signed an authorization payroll deduction card, a sum certified in writing, by the Secretary or the authorized official of CHCA, to be CHCA dues, or CHCA agency fees.

¶14. a) These deductions shall be made in accordance with the pay cycle commencing after receipt of the card by the appropriate payroll office and payment will be remitted to the union on the basis of the regular pay cycle.

¶15. b) Registered Professional Nurses who have authorized CHCA dues deductions and do not receive any pay on the payday in which dues are scheduled to be made shall be subject to arrearages for the outstanding past deductions. Arrearages shall be collected in the following pay cycle unless the Union and the City agree to an alternative repayment schedule. Upon returning from unpaid leave of absence of greater than thirty (30) days, one (1) pay cycle deduction shall be deducted each pay cycle in addition to the employee’s regular pay cycle deduction until such arrearage is paid in full.

¶16. c) The Union will notify the City of changes in union dues at least 30 days prior to the effective date of the change. The City will implement said change in the pay period following the expiration of the 30 days notice.

¶17. *Section 3*. All present employees within the bargaining unit covered by this Agreement shall be required, as a condition of employment, to become and/or remain members of CHCA in good standing by payment of their regular dues or, in lieu of membership in the CHCA, pay agency fees as determined by the CHCA for the duration of this Agreement or at the expiration of thirty

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(30) days after the date of signing of this Agreement or at the expiration of thirty (30) days of employment with the City, whichever date is later.

- ¶18. All future employees within the bargaining unit covered by this Agreement shall be required, as a condition of continued employment, to become and/or remain members of CHCA in good standing by the payment of their regular dues, or in lieu of becoming a CHCA member, pay agency fees as determined by the CHCA for the duration of this Agreement or at the expiration of thirty (30) days of employment with the City, whichever is later.
- ¶19. Employees who fail to comply with either of the requirements of this Section 2 shall be discharged by the Employer within thirty (30) days after receipt of written notice to the City from CHCA. CHCA agrees to defend and hold the City harmless as the result of any action the City is required to take as the result of any written notice given it by CHCA per the provisions of the preceding sentence. The City shall provide each new employee with the name of the Union President, who shall inform the employee of her obligations under this Article. The CHCA agrees to hold the City harmless from any claim by an employee arising from the calculation or collection of dues or agency fees.

ARTICLE III
SENIORITY

- ¶20. *Section 1.* Seniority as used in this Agreement shall be defined as follows:
- ¶21. A. Seniority for all registered professional nurses shall start with the most recent date of hire as a Registered Nurse in the Public Health Department.
- ¶22. B. For the purposes of layoffs or job openings, seniority for each year of service shall be computed as follows:
- ¶23. 1) nurses working twenty (20) to twenty-nine (29) hours per week – 0.8 year credit;
- ¶24. 2) nurses working thirty (30) or more but less than thirty-five (35) hours per week – 0.9 year credit;
- ¶25. 3) nurses working thirty-five (35) or more hours per week – 1.0 year credit.
- ¶26. C. Seniority for all nurses for the purposes of benefit accrual shall be based on one year credit for each year of service.
- ¶27. D. Seniority shall have no effect on the service requirements for the purpose of pension qualification, which shall be governed by the Pension Article of this Agreement.
- ¶28. *Section 2.*

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¶29. A. Upon request by the Union, Department of Human Resources shall provide each January, the seniority, the step status, the hourly wage and the longevity payments of all bargaining unit members.

¶30. B. The seniority lists shall be posted on the bulletin boards by January 15th each year and sent to the CHCA office. Any Registered Professional Nurse, who feels there is an error in her seniority date as shown must present facts substantiating her position to the City within thirty (30) days of the date of posting. If no objection is raised, the date on the list shall be presumed to be correct.

¶31. *Section 3.*

¶32. A. Newly employed regular full-time and part time Registered Professional Nurses shall work a probationary period of six (6) months. For School Nurses, the summer months during which school is not in session shall not be counted towards the probationary period. During the probationary period, new employees shall have no right to grieve termination of employment that occurs prior to the completion of their probationary period. Nor shall said employee have any a right of appeal under the City's Charter or Civil Service Rules and Regulations.

¶33. B. During this probationary period, a Registered Professional Nurse will have no seniority rating, but upon successful completion of the probationary period, her seniority shall date from the original date of hiring. This shall include any provisional time served prior to the probationary period.

¶34. The City may extend the probationary period in an amount up to the amount of lost time during the first 6 months of the probationary period. The City may unilaterally extend an employee's probation for up to an additional 3 months at its sole discretion.

¶35. *Section 4.*

¶36. A. The Civil Service Ordinance and Rules and Regulations, as amended from time to time, are hereby incorporated by reference unless otherwise specifically abridged by this agreement.

¶37. B. Vacancies in competitive divisions shall be filled in accordance with Civil Service Rules and Regulations, as amended from time to time. A copy of any proposed amendment of the Civil Service Rules and Regulations shall be forwarded to the President of the local unit of the Union by the City.

¶38. C. When the City determines that a vacancy exists and elects to fill such vacancy, or a new position becomes available, prior to submitting a requisition for such position to the personnel or equivalent department, the Department will post such vacancy or new position for a period of seven (7) working days within the Department and via fax followed by a mailed hard copy to each school site, in order that nurses currently within the department may apply. Prior to filling such vacancy or new position with an

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individual from outside the bargaining unit, the City will honor the transfer request of a qualified nurse applicant as determined in the sole discretion of the Director of Public Health and his or her designee, provided that if there is more than one (1) qualified nurse applicant, and such qualifications are relatively equal, the position will be awarded on the basis of seniority.

¶39. *Section 5.*

¶40. A. When it becomes necessary to reduce the working force of regular full-time employees, for lack of work or otherwise, regular full-time employees shall be laid off on the basis of the following three factors to be weighed equally:

¶41. (i) Length of service as an employee per the “regular full-time employees” seniority list as referenced in Section 2;

¶42. (ii) Length of service with the City;

¶43. (iii) Average rating on the Registered Professional Nurse’s Performance Evaluations for the last three (3) years of service or for the entire period of employment if the Registered Professional Nurse’s length of service as a regular full-time employee was less than three (3) years.

¶44. B. When it becomes necessary to reduce the working force for regular part-time employees for lack of work or otherwise, regular part-time employees shall be laid off on the basis of the following three factors to be weighed equally:

¶45. (i) Length of service as an employee per the “regular part-time employees” seniority list as referenced in Section 2;

¶46. (ii) Length of service with the City;

¶47. (iii) Average rating on the Registered Professional Nurse’s Performance Evaluations for the last three (3) years of service or for the entire period of employment if the Registered Professional Nurse’s length of service as a regular part-time or school year employee was less than three (3) years.

¶48. C. When a regular full-time or regular part-time employee is laid off in accordance with the above, that nurse will have the right to displace the least senior nurse in her classification (i.e., a full-time nurse may displace a full-time nurse and a part-time nurse may displace a part-time nurse) if the nurse who is displacing a nurse has higher seniority as established in Section 1 hereof, and she is in all other aspects qualified for the position.

¶49. D. Registered Professional Nurses shall be recalled from layoff on the basis of their seniority and qualifications on their respective seniority list, to wit: the regular full-time list or the regular part-time list. Generally, the City’s intent is to recall on the basis of last laid-off is first to be recalled. All such Registered Professional Nurses shall have recall rights for

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a period of two (2) years from the effective date of their layoff or for a period equal to the length of service with the City, whichever is shorter provided the employee meets the job and employment requirements at the time or recall/rehire.

- ¶50. E. Prior to any layoff, per the provisions of Section 5(a) or 5(b) hereof, the City will inform the President of the local unit and the Executive Director of CHCA at least thirty (30) days prior to the proposed effective date of the layoff. During this thirty day period, the City shall consult with CHCA officials concerning the details of the City's layoff plan. In the event of an unanticipated reduction in funds or change in operating needs, the thirty-day period may be reduced to three (3) weeks.
- ¶51. *Section 6.* When a regular part-time employee or job is to be eliminated in favor of a regular full-time employee or job, the incumbent regular part-time employee in that position shall be given the opportunity to work full-time, if she is in all other aspects qualified, before a regular full-time employee is hired from outside the bargaining unit.
- ¶52. *Section 7.* A Registered Professional Nurse shall lose her seniority status in the event:
- ¶53. a) She is discharged for cause.
- ¶54. b) She is absent without valid reason for three (3) consecutive working days without notice to her supervisor.
- ¶55. c) She is laid off for a period in excess of that during which she has recall rights as provided in Section 5D.

ARTICLE IV **HOURS OF WORK**

- ¶56. *Section 1.* The established work week for all regular full-time employees in the Nursing division shall be not less than thirty-five (35) hours and shall be the same for all persons occupying full-time positions.
- ¶57. *Section 2(a).* The regular work week schedule for regular full-time employees shall be seven (7) hours a day, Monday through Friday, for a total of thirty-five (35) hours a week. In addition, regular full-time employees shall be entitled to a duty free unpaid lunch hour to be taken between the hours of 11:30 a.m. and 1:30 p.m. In the event of an unforeseen event which prevents a nurse from taking lunch during the regular lunch hours, the nurse shall notify either her supervisor as soon as possible in order that compensatory time off may be scheduled either that same day, if scheduling permits, or within the week.
- ¶58. *Section 2(b).* On those days when a regular full-time employee is working within a school site on days when school is in session, the regular work schedule shall be those hours that the school is open, without a duty-free lunch break. Such employee shall receive a twenty (20) minute paid lunch period per day with the understanding that she shall be on call during this time. The

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beginning and ending times of the regular day shall be set so that the nurse covers the hours when school is open and works a full seven (7) hour day.

- ¶59. *Section 3.* The established work week for regular part-time employees represented by the bargaining unit shall be up to and including thirty-five (35) hours per week but not less than twenty (20) hours per week, and shall not be required to be the same, as to the number of hours between twenty (20) and up to and including thirty-five (35) hours per week, for each regular part-time employee.
- ¶60. *Section 4.* The regular work schedule for regular part-time employees shall be four (4) or more hours a day, for a total of between twenty (20) and up to and including thirty-five (35) hours a week.
- ¶61. *Section 5.* School Nurses who work a full day shall receive a twenty (20) minute paid lunch period per day with the understanding that they shall be on call during this time.
- ¶62. *Section 6.* In the event the hours of work for School Nurses needs to be permanently changed from those in effect on the effective date of this Agreement, the City shall give CHCA thirty (30) days prior notice, where practicable. School Nurses assigned to schools with student populations less than eight hundred (800) students shall work a ten (10) month year, which shall consist of a maximum of one hundred eighty five (185) days. School Nurses assigned to schools with student populations of eight hundred (800) or more students shall work a ten (10) month year, which shall consist of a maximum of one hundred ninety (190) days. City shall provide notice at least thirty (30) days prior to the start of any new school year of any change in the work year for School Nurses.
- ¶63. *Section 7.* Any assignment of work beyond an employee's normal regularly scheduled hours of any work day or work week, other than the case of an emergency condition or unanticipated operational need, shall be made at least four (4) hours in advance by authorized personnel.
- ¶64. *Section 8.* Extra work authorized for and performed by an employee and/or educational classes approved by the City shall be compensated by allowing equivalent compensatory time off. Compensatory time shall be granted at the discretion of the City, within one (1) year of the date of the extra work authorized. Use of compensatory time off may be requested when the Nurse's regular work site is not in session.
- ¶65. *Section 9.* All work assignments beyond the normal regularly scheduled hours of any work week shall be distributed equally among eligible regular Registered Professional Nurses in the Nursing Division as far as practicable. This shall not apply to those situations where a particular nurse is required to work additional hours in performing work that is related to her normal assignment (e.g., a school nurse staying beyond the end of a school day).
- ¶66. *Section 10.* All School Nurse summer work opportunities shall first be offered to regular full-time employees. School Nurses who actually work available summer work opportunities shall be paid the per diem rate.

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¶66a. *Section 11.* Nurses shall be notified in writing by August 1st of any known changes in assignment for the ensuing school year. In the event of changed circumstances after August 1st, changes in assignment shall be discussed between the Nurse involved and his or her Supervisor prior to any such change. Nurses may express interest in transfer to a vacant position for the ensuing school year in writing no later than the last day of school. Such request may be considered in filling vacancies.

ARTICLE IV-A
ATTENDANCE POLICY

¶67. The City or the Department of Public Health may institute the City's attendance policy, as may be amended from time-to-time. Upon written notice of the implementation of such attendance policy, there shall be a one month delay prior to the effective date of same.

ARTICLE V
HOLIDAYS

¶68. *Section 1.* Under conditions set forth below, the following holidays shall be granted with pay for regular full-time employees only at the Registered Professional Nurses' regular rate of pay (except as specifically provided below):

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

¶69. Labor Day shall be a paid holiday for nurses assigned to the position of "School Nurse" only if schools open prior to Labor Day in any given academic year.

¶70. a) The Registered Professional Nurse must receive compensation for the last scheduled working day prior to and the first scheduled working day subsequent to the holiday.

¶71. b) The holiday must fall on a regularly scheduled work day except:

¶72. 1. Any holiday falling on Sunday shall be observed on the following Monday.

¶73. 2. Any holiday falling on Saturday shall be observed on the Friday preceding the holiday.

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- ¶74. *Section 2.* If a holiday occurs during a Registered Professional Nurse's paid sick leave, she shall receive holiday pay for that day, and the day shall not be charged against her sick leave allowance. Employees who are on sick leave the day before or the day after a holiday are not eligible for holiday pay unless the employee has a medical certificate attesting to an illness or injury. Employees not working due to an authorized workers' compensation injury and receiving workers' compensation pay shall not be eligible for holiday pay.
- ¶75. *Section 3.* If a holiday occurs during a Registered Professional Nurse's scheduled vacation, the day shall be treated as a holiday and not as a vacation day.
- ¶76. *Section 4.* Any Registered Professional Nurse working on a holiday shall receive her regular rate of pay for the hours worked plus full holiday pay or compensatory time off at the discretion of the department head or designee.
- ¶77. *Section 5.* Holiday pay for a regular part-time employee shall be paid at the employee's regular hourly rate for the number of daily hours the employee is regularly scheduled to work.

ARTICLE VI
VACATIONS

- ¶78. *Section 1.* As used herein, the term "vacation" shall refer to paid annual leave; which annual leave shall be paid for at the Registered Professional Nurse's normal rate of pay for one work day for each day of such leave.
- ¶79. *Section 2(a).* Vacation for Employees Hired on or After July 1, 1996. A regular full-time employee hired on or after July 1, 1996, shall be entitled to vacation as follows:

¶80.	<u>Years of Service as of January 1</u>	<u>Vacation Days</u>
¶81.	6 months - 1 year*	5
¶82.	2 - 5 years**	10
¶83.	6 years	15
¶84.	10 or more years	one additional day per year to a maximum of 20

- ¶85. * After completion of the probationary period, a regular full-time employee shall be eligible to receive vacation days in an amount pro-rated upon the number of work months remaining in the calendar year.
- ¶86. ** No employee shall be entitled to three weeks of vacation in one calendar year due to the application of the first two vacation schedules.

¶87. The above schedule notwithstanding, an employee who was hired on or after July 1, 1996 and who was accruing vacation at the rate of fifteen (15) days per year prior to September 1, 2002,

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shall remain at the fifteen-day accrual level until she attains ten (10) years of service and is eligible for additional vacation according to the above schedule.

- ¶88. *Section 2(b)*. Vacation for Employees Hired Prior to July 1, 1996. A regular full-time employee hired prior to July 1, 1996 shall receive twenty (20) vacation days per year.
- ¶89. *Section 3*. Effective upon issuance of this award, regular part-time employees will no longer be provided with paid vacation. Rather, as reflected in the wage schedules set forth in this Agreement, vacation previously received by regular part-time employees has been built into the regular hourly wage effective January 1, 2006. Regular part-time employees will be permitted to use vacation leave accrued as of December 31, 2005 up to and including December 31, 2006. Regular part-time employees will receive no pay for any such accrued vacation leave not taken or used as provided above.
- ¶90. *Section 4*. The scheduling of the vacation, and the actual taking of the time off during any calendar year, shall be subject to the approval of the department head or designee.
- ¶91. *Section 5*. Vacations may be deferred and accumulated to a maximum of fifteen (15) days for regular full-time employees with the approval of the department head or designee and the Mayor or his designated representative. Such days shall be taken within the succeeding year.

In 2005 only, regular part-time employees may defer a maximum of fifteen (15) days of vacation with the approval of the department head or designee and the Mayor or his designated representative. Such days shall be taken within the succeeding year.

- ¶92. *Section 6*. The Registered Professional Nurse shall not be called back to work while on vacation except for emergency work or where she voluntarily agrees to work.
- ¶93. *Section 7*. If more than one nurse requests the same time off, time requests shall be granted on a first-come, first-serve basis. Seniority, on a fair rotating basis, shall be the deciding factor if two (2) or more requests are submitted simultaneously for the same time off.
- ¶94. *Section 8*. Except where specifically modified under this Section of the Agreement, the annual vacation working days for regular full-time employees and for regular part-time employees shall be granted terminally (which is defined to mean death, retirement, or resignation of the Registered Professional Nurse) to a regularly appointed Registered Professional Nurse. Such terminal vacation shall be reduced by any vacation time taken by the Registered Professional Nurse during the terminal year. In the case of a resignation of a regularly appointed registered nurse who has been an employee for less than five (5) years, the amount of terminal pay will be paid in accordance with the following formula: The number of working days between January 1 and the date of resignation shall be the numerator and 260 shall be the denominator. This fraction shall be applied to the vacation day entitlement of regular full-time employees or regular part-time employees. Subject to the Human Resource Department computer system, the City shall make the vacation payout no later than the second paycheck following the employee's date of separation from employment.

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- ¶95. The City may convert paid time off accruals to a unit consistent with the operation of the City's recordkeeping and/or payroll system, as the same may be revised from time to time. This provision shall not result in a loss of time to the employee.
- ¶96. Accruals for the new/current year are not eligible for payout unless the employee has worked at least 30 days in the new/current calendar or fiscal year, whichever applies, except in the case of the death of an employee, or as determined in the sole discretion of the Director of Human Resources.
- ¶97. Involuntary separations or voluntary separations when employees do not give at least two week's notice shall not be eligible for vacation payout, except as determined in the sole discretion of the Director of Human Resources.

ARTICLE VII
LEAVE PROVISIONS

- ¶98. *Section 1. Professional Leave.* Not more frequently than twice a year, time off with pay shall be granted to a Registered Professional Nurse in order to attend one-day professional meetings if the request for such attendance is first approved by the department head or designee. If such approval is obtained from the department head or designee, the City shall pay the registration fee in full for the two (2) one-day conferences if the total of the registration fees do not exceed one hundred dollars (\$100). However, if the registration fees for said conferences exceed one hundred dollars (\$100) in total, then the excess above one hundred dollars (\$100) shall be the responsibility of, and the obligation of, the Registered Professional Nurse who was authorized to attend such conference(s).
- ¶99. *Section 2(a). Paid Educational Leave.* A regular full-time or a regular part-time employee may be given educational leave with no loss of pay for the purpose of taking courses directly related to her work as determined by the Director of Human Resources in consultation with the department head or his/her designee. Requests for such leave must be approved, in advance, by the Director of Human Resources and his/her decision shall be final and binding. Such leave may not exceed a total of thirty (30) regularly scheduled working days or two hundred ten (210) regularly scheduled working hours in any one (1) calendar year. Where applicable, employees on paid educational leave shall receive full health insurance, life insurance, FSA benefits and pension service credit, as if the employee had remained actively employed, provided the employee makes all required health insurance, life insurance, FSA, and pension contributions while on leave.
- ¶100. *Section 2(b). Unpaid Educational Leave.* Education leave, without pay, may be granted to a regular full-time employee or to a regular part-time employee-up to one year in special cases of unusual merit and of great benefit to the City. In such cases, the said Registered Professional Nurse must make written request for such leave to the department head or designee who is empowered to approve or disapprove the same, and if the department head or designee approves the request the said educational leave without pay may be granted only with the subsequent approval of the Director of Human Resources. At the time of the request to the department head

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or designee, the Registered Professional Nurse must agree, in writing, to return to work with the City for a minimum period of one year subsequent to the expiration of the said educational leave without pay.

- ¶101. During unpaid educational leave, employees are not eligible for health benefits and may elect to continue their elected health coverage through COBRA.
- ¶102. Upon return, if unpaid leave totals less than 12 weeks, employees may pay any outstanding pension contributions for the unpaid period of time. If an employee does not elect pension coverage during such unpaid leave, the employee shall not receive pension credit for the length of the leave. Such pension credit shall be paid within the first 12 weeks from the date the employee returns from said unpaid leave.
- ¶103. *Section 3. Maternity Leave.* The City shall comply with all applicable state and/or federal laws regarding maternity leave.
- ¶104. *Section 4. Unpaid Leaves of Absence (Non-FMLA)*
- ¶105. A regular employee, upon proper application in writing to, and upon written approval by the Director of Human Resources in consultation with the Department Head, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months in the sole discretion of the City. At the expiration of such leave, the employee shall be reinstated in service and classification without loss of any of his rights, unless the position is no longer available due to a budgetary reduction in staff at which point the employee will be placed on a discretionary general re-employment list. The union agrees that the City has total discretion on the placement upon rehire and/or reinstatement. Failure on the part of an employee to report promptly at the expiration of the leave of absence, except for satisfactory reasons submitted in advance, shall be a cause for dismissal. Leaves of absence without pay, however, will not be granted until after all the employee's accumulated personal and vacation leave has been exhausted or if leave without pay is granted on account of sickness, until all his accumulated sick leave has been exhausted. Accrued benefits shall not be accumulated during a leave of absence without pay.
- ¶106. Extensions of leave for additional three (3) month periods may be granted by the Director of Human Resources, in his/her sole discretion, but in no case shall the total period of time exceed one (1) year.
- ¶107. During unpaid leaves of absence, employees are eligible for continuation of health benefits subject to payment of 102% of the applicable cost of the plan.
- ¶108. FSA contributions must be continued by direct payment on a monthly basis.
- ¶109. Upon return from any authorized unpaid leave that totals less than 12 weeks, employees may pay any outstanding pension contributions for the unpaid period of time. If an employee does not elect pension coverage during such unpaid leave, the employee shall not receive pension credit for the length of the leave. Such pension credit shall be paid within the first 12 weeks from the date the employee returns from said unpaid leave.

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- ¶110. *Section 5. FMLA Leaves of Absence.*
- ¶111. Leave of absence pursuant to the Family and Medical Leaves Act (“FMLA”) shall be granted in accordance with the City’s FMLA policy, as may be amended from time to time. For those employees working a ten (10) month schedule, the “minimum required hours of work” threshold shall be reduced from 1250 hours to 1000 hours. Those employees must have at least 1000 hours during the twelve-month period immediately before the date when the leave is requested to commence. The amount of such leave shall be prorated proportionally to the length of the work year. Hence, said employees shall be entitled to ten (10) weeks of leave under the City’s FMLA policy.
- ¶112. *Section 6. Sick Leave.* For the purposes of this Article, sick leave is defined as absence from work because of non work related illness or injury or absence from work for medical or dental treatment which cannot be scheduled during the Registered Professional Nurse’s non-working hours. Sick leave shall be granted without loss of the Registered Professional Nurse’s normal pay to the extent of the Registered Professional Nurse’s sick leave eligibility as prescribed by Section 5(b) hereof. Loss of time from work occasioned, or necessitated, by maternity shall be governed by the provisions of Section 3(a) hereof. Notwithstanding the preceding definitions, up to three (3) days of earned sick leave per year may be used for family (spouse, child, or parent) illness or injury.
- ¶113. *Section 6(a).* Any regular full-time or part-time employee absent as a result of a condition covered by the Workers’ Compensation Act, which absence does not exceed seven (7) days, may elect to receive full compensation for the first three (3) days of such absence and have these days charged against her sick leave eligibility.
- ¶114. *Section 6(b).* Regular full-time employees shall be granted sick leave eligibility at the rate of one and one quarter (1.25) days for each complete calendar month of service. For the purpose of this Article, the phrase “complete calendar month in pay status” shall mean that the employee is in pay status for at least four (4) hours each day for at least eighteen (18) days in that month. In the event, however, an employee is scheduled to work less than eighteen (18) working days in a given calendar month, then for that month, for the purpose of this Article, she must be in pay status for at least four (4) hours each day for at least thirteen (13) working days of that month.
- ¶115. *Section 6(c).* Regular part-time employees shall be granted sick leave eligibility on the basis of one and one quarter (1.25) days for each complete calendar month in pay status, with each day based on the number of daily hours the employee is regularly scheduled to work.
- ¶116. *Section 6(d).* Sick leave eligibility shall be credited on the basis of continuing service with the City, shall be accumulated monthly, beginning on the date of hire, and shall terminate if the Registered Professional Nurse terminates her employment with the City. A Registered Professional Nurse who is rehired by the City shall be eligible for and shall accrue sick leave as a new hire. Such rehired nurse shall not be entitled to utilize leave that may have accumulated in a prior period of employment.

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- ¶117. *Section 6(e). Sick Leave Accumulation.* The maximum amount of sick leave that may be accrued is one hundred fifty (150) days. An employee who has more than one hundred fifty (150) days accrued as of the implementation of this Agreement shall not have her bank reduced. However, such employee shall not accrue additional sick leave until her bank falls below the allowable maximum and, at such time, her maximum shall be one hundred fifty (150) days. It is understood that days beyond the maximum are not eligible for payment under Section 5(f).
- ¶118. *Section 6(f). Sick Leave Termination Pay.* In the event of the death or retirement of a Registered Professional Nurse, there shall be paid as terminal pay one-half (1/2) of her accumulated sick leave eligibility valued at the applicable rate in use at the time any of the above contingencies occur. However, in no event, is the dollar equivalent of one-half of the said accumulated sick leave to exceed seventy-five (75) seven-hour days for regular full-time employees and four hundred (400) hours for regular part-time employees. For the purpose of this Section, "retirement" shall mean full normal retirement of the employee pursuant to the City of Waterbury Retirement System provisions or retirement pursuant to Social Security for those employees who, while employed by the City, participated in the Social Security system and who had ten (10) or more years of employment with the City as of the date of her Social Security retirement. Terminal pay shall be granted upon retirement only if the employee has given the City written notice of her intent to retire at least twenty-one (21) days prior to the intended date of retirement.
- ¶119. *Section 6(g).* Unless otherwise agreed to by the City and the terminated employee, the Sick Leave Termination Payment shall be paid in three equal installments: the first in the retirement year; the second on the first anniversary of the initial payment, and the third on the second anniversary of the initial payment.
- ¶120. *Section 7. Sick Leave Bank.* An employee (Employee A) shall be permitted to contribute days from his/her sick leave accumulation to another employee (Employee B) who suffers prolonged illness and whose sick leave accumulation has been exhausted. The Union shall notify the Director of Human Resources when Employee B's sick leave accumulation has been, or in the immediate future will be, exhausted. Prior to Employee B being permitted to borrow sick days, he/she shall have exhausted and utilized all accrued paid leave in addition to exhausting his/her said sick leave accumulation. A "signup" sheet shall be provided for the purpose of permitting employees to donate sick leave accumulation days to the ill fellow employee as per the provisions of this Section. An individual employee may donate up to 20 of his/her "sick days" per calendar year. Donated sick leave days, which are not utilized by the intended donee, shall be returned to the donor.
- ¶121. *Section 8. Funeral Leave.* In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his immediate family. Such leave shall be taken between the day of death and day of burial, except that in no event shall such leave be more than three (3) work days commencing with the day of death. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, child, mother, father, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law, step parents, step children, or any foster parent/child or any relative domiciled in the employee's household.

¶122. In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the employee's home who shall be considered immediate family) of the employee, one (1) day of funeral leave with pay, if necessary to attend the funeral of such relative shall be granted to the employee. For purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

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

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

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

¶125. *Section 9. Personal Leave.* After one (1) full year of continuous employment, each regular full-time employee and School Nurse, and on a pro-rated basis for all other regular part-time employee, who is an employee on the date that the personal day is requested and granted shall be eligible for up to three (3) non-cumulative personal days per year, pro-rated on a calendar year basis. A personal day is a day off with pay within the calendar year subject to the demands of service as determined by the department head or designee. Except in an emergency situation, a request for the personal day shall be made by the Registered Professional Nurse to the department head or designee at least one week prior to the date of the requested personal day.

¶126. Personal leave shall be used in a minimum of one-hour increments up to a full day.

¶127. *Section 10.* In the instance of school being closed due to inclement weather, a School Nurse who has personal leave may use such personal leave to supplement their pay. If school is delayed or there is an early dismissal due to inclement weather, School Nurses shall receive a full days pay, should the School Nurse report to duty at the time designated for the start of any such school day.

¶128. *Section 11. Union Leave.* The Union President will be allowed a maximum of five (5) union leave days per year with pay to attend official Union conventions, conferences, workshops or seminars. This release time may be used for other types of official Union business not specified herein.

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ARTICLE VIII
GRIEVANCE PROCEDURE

- ¶129. *Section 1.* Registered Professional Nurses who feel aggrieved as a result of a dispute concerning a violation, misinterpretation, or misapplication of a specific provision of this Agreement may process this dispute in accordance with the procedure outlined herein. Only those items referred to above shall be defined as grievances for the purpose of this Agreement. No settlement of a grievance presented by a Registered Professional Nurse shall contravene the provision of this contract.
- ¶130. Step 1. The matter shall first be discussed orally with the employee's immediate supervisor within twenty (20) calendar days of the occurrence giving rise to the grievance. If such discussion does not resolve the grievance, the immediate supervisor shall provide the grievant with a written answer within five (5) days of the discussion between the employee and his/her immediate supervisor, and such answer may be processed to the next step.
- ¶131. Step 2. Within five (5) days, exclusive of Saturdays and Sundays, from receiving the final written answer from the employee's immediate supervisor, the grievance shall be presented in writing to the Director of Health, who shall arrange for such meeting to make such investigations as are necessary to give his answer, in writing, within five (5) days, exclusive of Saturdays and Sundays, of receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
- ¶132. Step 3. Within five (5) days exclusive of Saturdays and Sundays, after receipt of a written answer from the Director of Health, the grievance may be submitted to the Director of Human Resources or his/her designee. The Director of Human Resources or his/her designee shall arrange such meeting and make such investigation required to give a written answer within fifteen (15) calendar days after receipt of the written grievance. If this answer does not resolve the grievance, it may be processed to the next step.
- ¶133. Step 4. Within five (5) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Director of Human Resources or his/her designee, either party may request the Federal Mediation and Conciliation Service to provide mediation service. Should the grievance not be resolved at the mediation level, either party may request either the American Arbitration Association or the Alternative Dispute Resolution Center to provide arbitration service within seven (7) days of the receipt of notification from the mediator that he is unable to resolve the grievance.
- ¶134. *Section 2.* The authority of the arbitrator shall be limited to the interpretation and application of the provisions of this contract. The arbitrator shall have no right to add to, subtract from or delete or disregard any provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration, exclusive of attorney's fees, shall be borne equally by both parties.

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- ¶135. *Section 3.* Any grievance not filed or processed by the grieving party in accordance with the time periods set forth above shall be deemed to be resolved and shall not be subject to further processing or to arbitration. If the City fails to respond to a grievance in a timely fashion, the grievance shall be deemed to be denied at that particular step and the grieving party may proceed to the next step in accordance with its provisions. Prior to the expiration of any time period, the parties may mutually agree to extend the time period.
- ¶136. *Section 4.* Nothing in this Agreement shall prohibit the City from filing a grievance and processing same in accordance with the provisions hereof.
- ¶137. *Section 5.* Time limits specified in the preceding sections may be extended by written agreement of both parties.
- ¶138. *Section 6.* Any dispute involving discipline may be processed by the Registered Professional Nurse and/or her authorized representative including the Association, directly to Step 2 of the grievance procedure outlined above by submitting a written grievance in accordance therewith to the Director of Health and from that point forward the grievance shall be processed in accordance with the specified provisions of the grievance procedure hereof.
- ¶139. *Section 7.* Grievances may be processed directly with the party whose action resulted in the grievance and in such instances the previous steps of the Grievance Procedure may be omitted.
- ¶140. *Section 8.* Nothing in this Agreement or in this Article shall prohibit an individual employee from filing and processing, on her own, a grievance up through Step 3 in accordance with the procedures and mechanism prescribed by this Article. The phrase "filing a grievance on her own" means that the employee is not represented by CHCA during the grievance procedure. However, in such an instance, CHCA shall be fully informed of the filing of the grievance and of the results of all hearings in the grievance procedure. Settlements made between an individual employee and the City grievance in accordance with this Section shall not be contrary to the provisions of this Agreement, or establish a past practice or be recognized as a precedent which binds CHCA or the City.
- ¶141. The procedure established in this Article shall be the sole remedy for grievances under this Agreement.

ARTICLE IX
SAFETY AND HEALTH

- ¶142. *Section 1.* Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations which are commonly accepted in the nursing profession.
- ¶143. *Section 2.* Should a Registered Professional Nurse complain that her work requires her to be in unsafe or unhealthy situations, in violation of said accepted safety rules, the matter shall be

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presented immediately to the proper authorities. If the matter is not adjusted satisfactorily, it may be processed according to the grievance procedure of this Agreement.

- ¶144. *Section 3.* A yearly tuberculin test will be required of all employees. If a previously negative Mantoux tuberculin test is positive, a chest X-ray and medical assessment will be required. With a history of a positive Mantoux tuberculin test, there will be no further PPD testing. A chest X-ray will be required only if symptoms suggestive of tuberculosis are or become present.

Section 4. If a Nurse is absent due to pink eye, lice, ring worm, scabies or impetigo traceable to a recent occurrence at the Nurse's school work site, the absence shall not be counted against the Nurse's sick time.

ARTICLE X TRANSPORTATION AND PARKING

- ¶145. *Section 1.* The Registered Professional Nurse agrees not to transport any student or patient while engaged on City business.
- ¶146. *Section 2.* The City shall reimburse any nurse on the basis of the most current IRS rate per mile for the use of a private auto vehicle while engaged on City business. Each employee who receives reimbursement under the terms of this Section shall transmit to the City's Finance Department proof of insurance covering the said private automobile indicating the name of the insurance company and agent, and amounts of coverage for bodily liability in amounts of at least \$100,000-\$300,000 and property damage liability in amounts of at least \$20,000-\$20,000, or a combined single limit of \$300,000. Failure of the employee to transmit said proof of insurance to the City within thirty (30) calendar days of date of hire or within thirty (30) calendar days of renewal of the underlying liability insurance policy shall be grounds to terminate any right to reimbursement claimed and pending.
- ¶ 147. *Section 2a.* As a condition of employment, employees using a private automobile while engaged in City business, receiving mileage reimbursement pursuant to Section 2 above, or those employees operating a City vehicle in the course of their employment, shall be subject to annual motor vehicle background checks and shall maintain valid operating licenses at all times. Said employees shall execute all required authorizations necessary for the City to conduct such motor vehicle background checks.

ARTICLE XI LONGEVITY

- ¶148. *Section 1.* Employees Receiving Longevity Pay prior to Approval of this Agreement. Employees who were qualified to receive longevity pay prior to the date September 1, 2002 shall continue to receive longevity with the amount frozen at the last longevity amount received. Such longevity payments shall continue to be pro-rated for regular part-time employees. There shall be no further increases in any employee's longevity amount for the duration of her employment.

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Longevity payments shall be made annually at the same time of year as under the predecessor collective bargaining agreement.

- ¶149. *Section 2.* Employees Not qualified to Receive Longevity Pay prior to September 1, 2002. No current or future employee who was not qualified to receive longevity pay prior to September 1, 2002 shall become eligible for or receive any longevity pay.
- ¶150. *Section 3.* The method of disbursement of longevity payments shall be determined by the City.

ARTICLE XII
MANAGEMENT RIGHTS AND ENTIRE AGREEMENT

- ¶151. *Section 1.* Except as otherwise limited by an express provision of this Agreement, the City reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:
- ¶152. (a) the right to prescribe and enforce reasonable work rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the City shall meet with the Union to discuss them and shall give due consideration to the Union's recommendations concerning the same. The City shall bargain over the impact, if any, of the City's decision;
- ¶153. (b) the right to assign work to employees (including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification);
- ¶154. (c) the right to create job descriptions and revise existing job descriptions as deemed necessary;
- ¶155. (d) the right to determine work schedules including the right to change the regular workweek or work year, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized; provided that the City shall bargain with the Union over the impact of changes in the length of the work week or work year and shall give employees at least two (2) weeks notice of a change in their work hours, except in the case of an emergency;
- ¶156. (e) the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;

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- ¶157. (f) the right to establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any;
- ¶158. (g) the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- ¶159. (h) the right to discontinue services, positions, operations or programs in whole or in part;
- ¶160. (i) the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively or expeditiously as a result of such action;
- ¶161. (j) the right to schedule mandatory staff meetings whenever deemed necessary;
- ¶162. (m) the right to select and to determine the number and types of employees required to perform the City's operations, and to create, modify and/or eliminate positions, subject to the City's obligations to bargain over the impact, if any.
- ¶163. These rights, responsibilities and prerogatives are inherent in the City by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding.
- ¶164. *Section 2.* The Union agrees to bargain in good faith with the City in the event that the City determines furloughs may be needed to meet the fiscal exigencies of the City. If the parties cannot reach agreement, the dispute shall be subject to interest arbitration.
- ¶165. *Section 3.* (a) The parties recognize that the City retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.
- (b) The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.
- (c) This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not covered herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

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ARTICLE XIII
NO STRIKE OR LOCKOUT

¶166. During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the City's operations by any nurse, nor shall there be any lockout by the City in any part of the City's operation.

ARTICLE XIV
SEVERABILITY

¶167. Should any provision of this Agreement be contrary to law, statute, or ordinance, that provision only shall not be binding on either party; this, however, shall have no effect on any other provision of this Agreement, all of which shall remain in full force and effect for the term of the Agreement.

ARTICLE XV
WAGES AND CLASSIFICATION

¶168. *Section 1.* Wage schedules to be in effect during the term of this Agreement shall be set forth in Appendix A, attached hereto and made a part hereof.

¶169. *Section 2.* Wage Schedules beginning July 1, 2009:

¶170. a. Effective retroactive to July 1, 2009, all regular full-time and School Nurses shall be placed on the new wage scales in Appendix A and B, respectively, and shall be paid accordingly. Placement on the new scale:

1) Those nurses on Step 1 of the present scale who have been employed by the City for 18 months as of July 1, 2009 will be placed on Step 2. All other Step 1 nurses will remain on Step 1.

2) Those nurses on Step 4 of the present scale will be placed on Step 6.

3) Those nurses on Step 5 of the present scale will be placed on Step 7.

4) Those nurses on Step 6 and Step 7 of the present scale will be placed on Step 8.

¶171. *Section 3.* General Wage Increases for the Second and Third and Fourth Years of the Agreement.

¶172. a. Effective July 1, 2010, the wage schedules shall reflect an increase of two percent (2.0%). Effective July 1, 2011, the wage schedules shall reflect an increase of two percent (2.0%). Effective July 1, 2012, there shall be no general wage increase added to the step schedule.

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¶173. Employees' pay shall reflect general wage increases on such subsequent payday as is consistent with the City's prior practice for implementing wage increases.

¶174. *Section 4. Step Advancement During the Term of This Agreement.*

¶175. a. All new employees shall be hired on the first step of the applicable wage schedule set forth in Appendix A or Appendix B.

¶176. b. There shall be step advancement for all employees effective July 1, 2009, as referenced above in Article XV, Section 3a. and on July 1, 2012.

¶177. *Section 5.* An employee who is a PHN I and who obtains a B.S.N. degree as of January 1 of the applicable year and still employed as of May 31st of that year shall receive an annual stipend of \$750, payable on or about June 1st.

¶178. *Section 6.* The City shall have the right to establish and/or change the pay period and/or pay day for employees. The City shall notify the Union at least ninety (90) days in advance of changing the pay period or pay day for employees.

ARTICLE XVI
UNIFORMS AND CLOTHING

¶179. *Section 1.* The City shall provide two (2) OSHA lab coats for each nurse.

ARTICLE XVII
INSURANCE

¶180. *Section 1. Health Insurance.*

¶181. The City shall provide and continue in full force and effect the insurance program described below:

¶182. a. Each employee shall be eligible to the following healthcare options effective the first of the month following date of hire and during designated open enrollment periods

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

- \$20 for all office visits
- \$75 for emergency room/urgent care
- \$100 for outpatient surgery
- \$200 inpatient hospitalization

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

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

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2. Blue Care POS Plan with the following co-payments:
 - \$20 for all office visits
 - \$75 for emergency room/urgent care
 - \$100 for outpatient surgery
 - \$200 inpatient hospitalization

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

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

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3. Blue Care POE Plan, with services limited to network providers; out-of-network services are not permitted. The following co-payments apply:
 - \$10 for all office visits/\$20 for visit to a specialist
 - \$50 for emergency room/urgent care
 - \$100 for outpatient surgery
 - \$200 inpatient hospitalization

Prior authorization is required for certain services.

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

¶186. Prescription Drug Benefits

1. Employees who enroll in the Century Preferred Managed Care Program will also be enrolled in the City's integrated prescription drug program with co-payments of \$10 for generic drugs, \$20 for listed brand name drugs, and \$30 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. The annual maximum benefit is \$1,000.00. After the participant reaches the \$1,000.00 annual maximum benefit, all future claims are treated as an out-of-network benefit subject to the deductible and reimbursement at 70% of the provider allowance.

If a plan participant uses a non-participating pharmacy, the claim is subject to the out-of-network deductible and then the plan reimburses the participant at 70%.

2. Employees who enroll in the Blue Care POS Plan will also be enrolled in the City's integrated prescription drug program with co-payments of \$10 for generic drugs, \$20 for listed brand name drugs, and \$30 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. The annual maximum benefit is \$1,000.00. For non-participating pharmacies, the plan reimburses at 70%.
3. Employees who enroll in Blue Care POE will also be enrolled in the City's integrated prescription drug program with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs, and \$15 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90-day supply of maintenance medications are twice the co-pay for a 30-day supply. The annual maximum benefit is \$1,000.00.

¶187. Dental Plan

Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider). The following shall apply to this plan:

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

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

¶188. Premium Cost Sharing

Employee premium cost sharing shall be by payroll deduction and shall be as follows:

a. Medical. Each employee shall pay the following portion of the premium or premium equivalent for the above medical plans for the coverage of the employee and their eligible dependents. For the purposes of the benefit plans set forth in this Article, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

Century Preferred	20%
Blue Care POS	12.5%
Blue Care POE	5%

- b. Prescription. Each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent.
- c. Dental. Each employee who is enrolled in the dental plan shall pay 20% of the premium cost share or premium equivalent.

The City shall provide a premium cost sharing plan on a pre-tax basis. The City shall also establish such plan(s) as are required to allow employees to elect participation in:

- i. A flexible spending account, with a five thousand dollar (\$5,000) per plan year limit on medical expense reimbursements; and/or
- ii. A dependent care assistance plan with a five thousand dollar (\$5,000) per plan year limit.

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

¶189. *Section 2.* For the duration of this Agreement, the City shall provide, without charge to the employee, life insurance coverage in the face amount of two times (2X) the employee's annual base salary rounded up to the next \$1,000. In addition to life insurance, if a sufficient number of employees express an interest in exercising the following option for supplemental life insurance (a sufficient number so that the life insurance may be purchased at group rates), then, subject to the approval of the insurance company form which the group of employees wishes to purchase this life insurance, the City will allow an employee to purchase, at the employee's cost, an

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additional amount of life insurance. Deductions for the total cost of this additional coverage shall be made by appropriate monthly deductions from the employee's pay.

¶190. The City may elect to change insurance carrier(s)/administrator(s) during the life of this agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses ad minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not "comparable" to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties, but at no time shall the cost to the Union exceed \$5,000. The network of providers must be seventy-five percent (75%) of the network on July 1, 2005. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.

¶191. *Section 3.* Any question concerning payments or benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company or insurance administrator in accordance with the provisions of such policies.

¶192. *Section 4. Retiree Medical Benefits.*

a. Employees hired on or after September 1, 2002.

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a full normal retirement (as such term is defined in the City's retirement plan) or who retire directly into Social Security at age 62 or later with at least twenty-five (25) years of service or at age 65 or later with at least fifteen years of service, and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees, carrier permitting, provided the retiring employee pays 102% of the applicable cost of the plan. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 102% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

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

b. Employees hired after December 7, 1995, but prior to September 1, 2002.

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a full normal retirement (as such term is defined in the City's retirement plan) or who retire directly into Social Security at age 62 or later with at least twenty-five (25) years of service or at age 65 or later with at least fifteen years of service, and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

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

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

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c. Employees hired on or before December 7, 1995.

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a full normal retirement (as such term is defined in the City's retirement plan) or who retire directly into Social Security at age 62 or later with at least twenty-five (25) years of service or at age 65 or later with at least fifteen years of service, and who are not eligible for Medicare or medical insurance coverage from another employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

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

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

- ¶193. *Section 5.* Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouse, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.
- ¶194. *Section 6.* For the purposes of the benefit plans set forth in this Article, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges, and shall hold the City harmless from any costs in connection with the provision of such benefits.

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¶195. *Section 7. Retiree Life Insurance.* The City shall assume the full premium cost for three thousand dollars (\$3,000.00) life insurance coverage which is afforded to an employee at the time she ceases being an employee and becomes a retiree.

ARTICLE XVIII
MISCELLANEOUS

¶196. *Section 1.* School Nurses' offices shall be equipped with a direct wire phone.

¶197. *Section 2.* A schedule of immunization clinics to be held during the school year shall be filed with the department head or designee on or before September 1; clinics not so scheduled shall be conducted only with a prior notice of forty-eight (48) hours.

¶198. *Section 3. Reimbursement for Nursing License.* The City shall reimburse each Nurse annually for the State nursing license fee within three (3) months of submission to the Finance Department. Proof of payment shall be credit card statement, cancelled check, or a receipt from the state licensing agency.

¶199. *Section 4. Training in Medical Procedures.* In the event that a nurse will be required to perform a non-routine medical procedure that is new or that she has not performed in the recent past, the City shall provide appropriate orientation or training.

¶200. *Section 5. Staff Meetings.* There shall be at least three staff meetings per year for nurses – one on the work day prior to the start of school and one in each half of the school year. Such meetings shall be approximately one hour and shall be scheduled when students are not in school.

¶201. *Section 6.* When the employees covered by this bargaining agreement are at work for the City of Waterbury, there shall be supervision available to respond in a timely manner to questions and/or problems that may arise.

ARTICLE XIX
PENSION

¶202. *Section 1.* The City agrees to provide members of the bargaining unit a copy of the pension and/or written summary of pension benefits covering its members, as well as relevant information pertaining to each nurse as an individual under such pension. Employees participating in the pension plan prior to the effective date of this Agreement shall be entitled to retirement and survivor benefits pursuant to the terms and conditions of the ordinance entitled Final Amended Ordinance Regarding the Pension and Retirement System, Part II: Pensions and Retirement Provisions, and passed by the Board of Alderman on November 10, 2003 (the "Pension Ordinance") with the modifications provided herein. Notwithstanding the terms of said Pension Ordinance, employee contributions pursuant to said Pension Ordinance shall increase on January 1, 2006. The City shall provide a pre-tax basis for all contributions to the pension plan effective July, 2009. With the exception of those employees listed in Appendix C, regular part-

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time employees shall continue to be excluded from participating in the Waterbury Pension and Retirement System, but such employees shall continue to be participants in Social Security.

The provisions of the Pension Ordinance notwithstanding, all employees covered by this Agreement shall not suffer any reduction in their accrued benefits as of June 30, 2005.

- ¶203. *Section 2. Eligibility for Normal Retirement.* Any provision of the said Charter of the City of Waterbury to the contrary notwithstanding eligibility for retirement shall be as follows:
- ¶204. a. An employee employed prior to December 7, 1995 shall be eligible to retire following twenty-five (25) years of service to the City, regardless of age.
- ¶205. *Section 3.* Employees, who are or become eligible for “vesting rights” as defined in the City of Waterbury Pension Ordinance shall not be entitled to the retiree insurance program set forth in this Section. Deferred vested pensioners shall not be eligible for retiree medical insurance.

ARTICLE XX
DISCIPLINE OR DISCHARGE

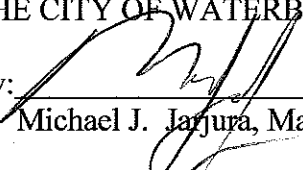
- ¶206. No Registered Professional Nurse shall be disciplined or discharged by the Department of Public Health or the City except for just cause. Each Registered Professional Nurse shall receive notice of any warning or disciplinary action placed in his or her personnel file.

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ARTICLE XXI
DURATION

¶207. This Agreement shall be effective upon execution, unless a different effective date is prescribed in this Agreement for any section or article or provision of this Agreement, and shall remain in effect through June 30, 2013.

THE CITY OF WATERBURY

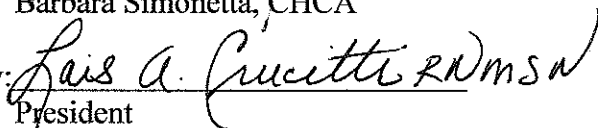
By: 

Michael J. Jarjura, Mayor

CONNECTICUT HEALTH CARE
ASSOCIATES, NUHHCE, AFSCME, AFL-CIO

By: 

Barbara Simonetta, CHCA

By: 

President
Waterbury Public Health
Nurses CHCA, NUHHCE, AFSCME,
AFL-CIO

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APPENDIX A
WAGE SCHEDULES FOR FULL-TIME NURSES

EFFECTIVE JULY 1, 2009

1	2	3	4	5	6	7	8
24.60	25.29	25.98	26.67	27.36	28.05	28.74	29.43

** The City will implement two (2) furlough days (14 hours) between July 1, 2009 and June 30, 2010, which days are to be served on November 25, 2009 (2 hours), December 9, 2009 (2 hours), December 23, 2009 (2 hours), January 13, 2009(1 hour), and February 11, 2010 (7 hours).*

EFFECTIVE JULY 1, 2010

1	2	3	4	5	6	7	8
25.09	25.80	26.50	27.20	27.91	28.61	29.31	30.02

EFFECTIVE JULY 1, 2011

1	2	3	4	5	6	7	8
25.59	26.32	27.03	27.74	27.47	29.18	29.90	30.62

EFFECTIVE JULY 1, 2012

1	2	3	4	5	6	7	8
25.59	26.32	27.03	27.74	28.47	29.76	29.90	30.62

** The City has the sole discretion to implement two (2) furlough days (14 hours) between July 1, 2012 and June 30, 2013, which days are to be served in the discretion of the Director of Public Health. Should the City exercise its rights in this regard, the Nurses shall be notified of same no later than the back-to-school meeting or the August staff meeting conducted August, 2012.*

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APPENDIX B
WAGE SCHEDULES FOR REGULAR PART-TIME EMPLOYEES
(INCLUDING SCHOOL NURSES)

EFFECTIVE JULY 1, 2009

1	2	3	4	5	6	7	8
26.86	27.86	28.86	29.86	30.86	31.86	32.86	33.86

** The City will implement two (2) furlough days (14 hours) between July 1, 2009 and June 30, 2010, which days are to be served on November 25, 2009 (2 hours), December 9, 2009 (2 hours), December 23, 2009 (2 hours), January 13, 2009(1hour), and February 11, 2010 (7 hours).*

EFFECTIVE JULY 1, 2010

1	2	3	4	5	6	7	8
27.40	28.42	29.44	30.46	31.48	32.50	33.52	34.54

EFFECTIVE JULY 1, 2011

1	2	3	4	5	6	7	8
27.95	28.99	30.03	31.07	32.11	33.15	34.19	35.23

EFFECTIVE JULY 1, 2012

1	2	3	4	5	6	7	8
27.95	28.99	30.03	31.07	32.11	33.15	34.19	35.23

** The City has the sole discretion to implement two (2) furlough days (14 hours) between July 1, 2012 and June 30, 2013, which days are to be served in the discretion of the Director of Public Health. Should the City exercise its rights in this regard, the Nurses shall be notified of same no later than the back-to-school meeting or the August staff meeting conducted August, 2012.*

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APPENDIX C
MEMORANDUM OF UNDERSTANDING

¶210. Re: Pension Plan Participation

¶211. The City and the Union acknowledge that, upon the issuance of the arbitration award for this Agreement, eight (8) regular part-time bargaining unit-employees are entitled to participate in the Pension Plan, as defined in the Pension Article of this Agreement as an exception to the general rule that Pension Plan participation is limited to regular full-time employees. These eight (8) employees are Nardozzi, Trudeau, Colligan, B. Gugliotti, Lodge, Owens, Gumpert and Ricciuti.

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