

AGREEMENT
BETWEEN
THE CITY OF WATERBURY, CONNECTICUT
AND
LOCAL 2090 OF COUNCIL 4, AFSCME, AFL-CIO

July 1, 2009 through June 30, 2011

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ARTICLE I RECOGNITION

Section 1.

The City of Waterbury (City) recognizes Local 2090 of Council 4, AFSCME, AFL-CIO (Union) as the sole and exclusive bargaining agent for the regular full-time and regular part-time administrative and supervisory employees who are covered by this Agreement, as listed in Schedule A for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment.

Section 2. Definitions

The following definitions are applicable to this Agreement unless the context of the usage in any given Article or Section indicates otherwise.

The term "parties" shall mean the City and the Union.

The term "employee" shall refer to those people who are considered either regular full time or regular part time.

The term "regular full-time employee" shall mean those scheduled to work 35 or more hours per week.

The term "regular part-time employee" shall mean those scheduled to work between 20 to 35 hours per week.

The term "regular employee" shall mean those employees having successfully completed the probationary period. New employees shall work a probationary period of six (6) months. Promoted employees shall work a probationary period of six (6) months.

The City may extend the probationary period in an amount up to the amount of lost time during the first six (6) months for new hires and six (6) months for promotions. The City may extend an employee's initial probation for up to an additional three (3) months with advance notification to the employee and the Union president at least thirty (30) days prior to the expiration of the six (6) month period.

The term "in pay status" shall mean and describe the situation that occurs when an employee is receiving compensation provided for in this Agreement, including Workers' Compensation from the City.

The pronoun "His" may be defined to include the pronoun "Her."

The pronoun "Her" may be defined to include the profound "His."

“Work Week” is defined to mean equal to the time scheduled to be worked as outlined in Sections 2(c) and 2(d) above.

“Work Day” is defined to be equal to one-fifth (1/5) the scheduled work week as outlined in Sections 2(c) and 2(d) above.

The term “days” shall mean calendar days unless otherwise indicated.

Section 3.

Prior to the announcement of the adoption of any new or changed job or classification in the management group, the City, through the Department of Human Resources, will notify the Union, in writing of such and supply the Union with a copy of the proposed classification specification in order to facilitate compliance of such statutes, including the establishment of salary ranges for new positions and for revised salary ranges for jobs for which duties have been substantially and materially revised.

Section 4.

The Civil Service Ordinance and Rules and Regulations, as may be amended from time to time, are hereby incorporated by reference unless otherwise specifically abridged by this Agreement. If the Civil Service Rules and Regulations are changed or modified, the Union shall be notified of any such changes.

ARTICLE II UNION SECURITY AND DUES CHECK-OFF

Section 1.

All employees covered by this Agreement shall as a condition of employment, become and remain members of the Union in good standing. All future members shall be required to become and remain Union members within thirty (30) days after being employed. Employees who fail to comply with this requirement shall be discharged by the City within thirty (30) days after receipt of written notice to the City from the Union. The Union agrees to defend and hold the City completely harmless from any and all claims arising from or out of the operation of this Article II. Sections 1 and 2, including, but not limited to, court costs and attorney fees as a result of any written notice given the City by the Union hereunder.

Section 2.

The City of Waterbury agrees to deduct from the paycheck of each employee who has signed a payroll deduction card authorized by the Union and the City, a sum certified in writing, by the Secretary, or other authorized official of the Union, to be Union dues. The Union will notify the City of changes in union dues at least thirty (30) calendar days prior to the effective date of the

change. The City will implement said change in the pay period following the expiration of the thirty (30) days notice.

These deductions shall be made in accordance with the pay cycle after receipt of the card by the appropriate payroll office, and payment will be remitted to the Union on a monthly basis.

Employees who 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.

ARTICLE III CONDITIONS OF EMPLOYMENT (HOURS OF WORK)

Section 1.

Both the City as employer and the Union recognize the responsibilities vested by the City with each employee holding a position covered by this Agreement. Each employee shall render honest, efficient, economical management service.

The Union recognizes that the City may from time to time require the employee to work at various tasks, for the benefit of the City, which may not be found in the description of the duties normally performed by the employee. Likewise, the Union and the City recognize that the managerial nature of the covered position requires the employee to devote substantially all of the employee's working effort to the tasks assigned him by the City without regard to the hours per day, week or month required to effectively perform the aforesaid duties. The right and authority to make work schedules and work assignments is vested exclusively in the City, its Mayor and/or the various administrative officials and/or Department Heads of the Departments involved.

It is expected that the employee covered by this Agreement will, when working in his own job classification, without the need for specific direction, schedule his own work, but remain prepared to fulfill schedules and tasks as assigned to him generally within the parameters of the job specification. The agreed working Motto of the City and the Union is "Professionalism First." The City may utilize a once per day electronic data accumulation system.

Section 2.

Notwithstanding the above, an employee assigned to a higher classification may be entitled to a 10% increase in his current salary during the time he is assigned to the higher classification or the minimum rate of the higher classification, whichever is greater, (but in no instance shall the pay differential exceed 15% of the employee's current salary) provided that: (a) the employee performs the work required by the job specifications of the higher classification during the entire period of time that he is assigned to said higher classification; and (b) the assignment to the higher classification is requested by the employee's Department Head, in writing, and approved in writing by the Mayor. Such request for approval must specify the nature of the assignment

and its expected duration. Extensions must also be approved, in writing, by the Mayor. No pay differentials will be awarded for assignments of less than five consecutive days. Additional compensation awarded under this section will not be credited for the purpose of pension benefit calculation. This section will not apply to situations where work in the higher classification is specifically required by the employee's regular job classification. A Department Head's decision whether or not to request a pay differential and the Mayor's decision whether or not to approve a request for a pay differential shall not be subject to the grievance procedure.

The normal, basic work day for regular full-time employees (with the exception of Librarian IV and Superintendent of Golf Courses who all work more than 35 hours a week) is seven (7) hours per day excluding a lunch break, bearing in mind, however, at all times, the aforesaid working Motto of the City and the Union that the concept of "Professional First" is of paramount importance.

Section 3.

Employees shall be subject to the City's Attendance Policy issued September 13, 2005, as may be amended from time to time. Active and newly hired employees shall be provided with and sign for receipt of a copy of the City's Attendance Policy.

ARTICLE IV NO STRIKE OR LOCKOUT

Section 1.

Any managerial employee and the Union which represents him, and the City, agree, that since the benefit of the City is the objective of the work efforts of the employee, the employee shall perform the tasks assigned him by the City so as to promote the interests of the City.

Since a spirit of cooperation between the City and its Management employees is essential to the efficient, economical and productive operation of the City Government, it is hereby agreed that all parties to this Agreement will so conduct themselves so as to promote this spirit.

Therefore, during the life of this Agreement, there shall be no strikes, slowdowns, suspensions or stoppage of work in any part of the City's operations by any employee or employees and there shall not be any lockout by the City in any part of its operations. The Union agrees that during the life of the Agreement it will not promote, sponsor or encourage any picketing of City facilities, or any other demonstrations of labor unrest at, near or by such facilities.

ARTICLE V GRIEVANCE PROCEDURE

Section 1.

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee and employer grievances. It is the desire of the City and the Union to address grievances informally, and both parties are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review process.

Section 2.

A grievance is defined as a dispute between the City and the Union or City and any employee or group of employees concerning any and all of the following:

Alleged misapplication or misinterpretation of contract.

Any condition affecting the employee's health and safety.

Section 3.

Neither the Union nor the City will propose or agree to a settlement of a grievance presented by an employee which shall contravene the provisions of this contract.

Section 4.

Step 1. Within seven (7) working days of the date of the occurrence giving rise to the grievance (or the date the grievant had or should have had, actual or constructive knowledge of the alleged occurrence), the grievant shall present his grievance in writing to his Department Head, who shall make careful inquiry into the facts and circumstances of the grievant's complaint. The Department Head shall attempt to resolve the problem promptly and, in any event, shall inform the employee in writing of his decision and reasons therefore within seven (7) working days subsequent to the receipt of said written grievance from the employee.

Section 5.

Step 2. If a grievant claims to be still aggrieved, he or his authorized representative may present his grievance to the Director of Human Resources or his designee, who shall serve as a representative of the City, in writing within ten (10) working days of the receipt by the grievant of the decision of the Department Head in Step 1 hereof. The grievant shall send copies of his Step 2 appeal to his Department Head and the City's Corporation Counsel. The Director of Human Resources or his designee shall, within fifteen (15) working days after the receipt of the grievance, hold a meeting and consider the complaint. At the meeting before the Director of Human Resources or his designee rules of evidence shall not apply. The Director of Human

Resources or his designee may conduct more than one (1) meeting session if necessary to hear all the facts pertinent to the grievance. Said meeting, shall, in any event, be concluded within ten (10) calendar days excluding Sundays and Legal Holidays. The Director of Human Resources or his designee shall forward to the grievant, with a copy to the Department Head, his written decision including his findings, within seven (7) working days of the conclusion of the meeting.

Section 6.

Step 3. In the event a satisfactory solution to a grievance does not result by following the procedure established hereinbefore, the Union or the City, within ten (10) working days of the receipt of the decision of the Director of Human Resources or his designee, may request the State Board of Mediation and Arbitration to provide mediation service.

Section 7.

Step 4. In the event that grievance is not resolved, then the Union or the City may request the State Board of Mediation and Arbitration or the American Arbitration Association or the Alternative Dispute Resolution Center to provide arbitration services.

All requests for arbitration services shall be made to the State Board of Mediation and Arbitration or the American Arbitration Association or the Alternative Dispute Resolution Center in writing, with copies to the City or the Union by certified mail, return receipt requested, within ten (10) working days subsequent to the written or verbal statement by the Mediator that he is unable to resolve the grievance through mediation mechanism. If the party which initially requests arbitration selects the State Board of Mediation and Arbitration, the other party may opt to have the issue arbitrated before the American Arbitration Association or the Alternative Dispute Resolution Center, provided written request for arbitration is made to the American Arbitration Association or the Alternative Dispute Resolution Center within thirty (30) calendar days of receipt of the initial request for arbitration by the State Board of Mediation and Arbitration. A copy of the request to the American Arbitration Association or the Alternative Dispute Resolution Center shall be simultaneously sent by certified mail, return receipt requested, to the party which initially sought arbitration.

Section 8.

Each party shall be responsible for its own legal fees associated with mediation and/or arbitration. However, in the event either the Union or the City exercises its option under Section 7 to use the American Arbitration Association or the Alternative Dispute Resolution Center, the filing and Arbitrator fees shall be borne by such party.

Section 9.

The authority of the arbitrator shall be limited to the interpretation and application of the provisions of this Agreement. The said arbitrator shall have no authority to add to or subtract from this Agreement. The arbitrator shall hear and decide only one (1) grievance in each case.

The arbitrator shall not commence the hearing concerning the substantive issues in any case until the parties have submitted to the Arbitrator a written Submission of Issue or Issues, which submission is to govern the Arbitrator's award in that case. The said Arbitrator shall be bound by, and must comply with, all the terms of this Agreement. He shall have no powers to add to, delete from or modify in any way, any of the provisions of this Agreement. The decision of the arbitrator shall be final binding on both parties.

Section 10.

Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the City's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is denied and may be processed to the next step. The time limits specified herein for proceeding from one step to the next in the grievance procedure may be extended by mutual consent, in writing, at any step in the procedure. This extension of the time limits shall not be construed to jeopardize the substantive rights of either party.

Section 11.

Nothing in this Agreement shall be construed as compelling the Union or the City to submit a grievance to arbitration.

Section 12.

The procedure hereby established in this Article shall be the sole remedy for grievances under this Agreement.

Section 13.

No regular employee shall be disciplined except for just cause. Any regular employee demoted, suspended or discharged may process a grievance by commencing the procedure at Step 2 of the grievance procedure. However, the regular employee must file said grievance in writing within seven (7) working days of the date of demotion, suspension or discharge.

Section 14.

Without limiting the foregoing Section 13, the conviction of an employee by any court of any felony offense shall constitute just cause for disciplinary action (e.g. dismissal, suspension, demotion or warning). The conviction of an employee by any court of any misdemeanor or unclassified offense, which misdemeanor or unclassified offense involves bribery, larceny, narcotics, indecent liberties with a minor, risk of injury to a minor, child abuse or sex-related offenses, shall constitute just cause for disciplinary action (e.g. dismissal, suspension, demotion or warnings).

**ARTICLE VI
SENIORITY**

Section 1.

Seniority shall be City Seniority. City seniority shall consist of the total accumulated service of the employee with the City as a classified service employee.

Section 2.

An employee's length of service shall not be reduced by time lost due to sick injury leave or authorized leave of absence.

Section 3.

Should the City decide to reduce the work force represented by the Union, the following procedures shall apply:

- (a) The City will inform the President of the Union in writing at least forty-five (45) days prior to laying off Union members.
- (b) The City and the Union will discuss the proposed layoffs and the City will consider proposals presented by the Union which will result in monetary savings equivalent to that achieved through the proposed layoffs.

Section 4.

In the event layoffs are still considered by the City to be necessary after the application of 3(a) and 3(b) above, the following order shall prevail:

Positions filled on a temporary, provisional, and/or by non civil service employees performing bargaining unit work in the classification of which the lay off will occur.

- (a) Should a Union position in a department be held by two or more individuals, those with the least length of service with the City shall be laid off first.
- (b) No substantial portion of the duties that are exclusively within the job description of a member of the Union who is laid off shall be performed by any employee of the City who is not a member of the Union.
- (c) The City may decide not to comply with the provisions of Sections 4(a) or 4(b) above with respect to the layoff of any individual member of the Union, provided that if it so decides, the City must negotiate upon request over the impact of its decision on such employee.

Section 5.

Should layoffs take place, the following shall apply:

The laid off employee, based on seniority and qualifications, shall have the right to bump the least senior employee within his or her classification series.

(a) A laid off employee shall be offered a demotion to a lower class, if qualified, and if a suitable vacancy exists. He will, thereafter, receive the rate of pay for the classification to which he is transferred that is closest to, but not greater than, his previous rate of pay.

(b) If further training will make a laid off employee qualified for a vacant position which may exist within the bargaining unit, the City may offer, but is not required to offer, such position to the laid off employee. The provisions of this subsection shall not be subject to the grievance and arbitration provisions of this Agreement.

(c) Laid-off employees shall have first priority recall rights for a period of two (2) years or for a period equal to an employee's seniority at the time of layoff, whichever is shorter, from the date of layoff should the position formerly held be reestablished during that period if he meets the job and employment requirements at time of recall/rehire. In addition, should another position become available in any bargaining unit for which the laid off employee is qualified, as determined by the Office of Civil Service, and for which another laid-off employee does not have prior recall rights, then that position shall be offered to qualified laid-off employees.

(d) An employee restored to his original position shall receive either (1) the same salary earned at the time of layoff or (2) the minimum of the salary range, whichever is greater. In addition, the employee shall have restored all longevity and seniority accrued as of the date of layoff.

**ARTICLE VII
SICK LEAVE**

Section 1.

For purposes of this article, sick leave is defined as absence from work because of non work-related illness or injury, absence from work for medical or dental or ocular treatment which cannot be scheduled during the employee's non-working hours, or the illness or injury of a member of the employee's immediate family (defined as spouse, child, stepchild, parent, stepparent, or any family relation domiciled with an employee as a member of his/her family who is listed as a dependent for income tax purposes) that requires the employee's personal care and attention. Sick leave for the illness or injury of a member of the employee's immediate family shall not exceed five (5) sick days in any one (1) calendar year. The City shall have the right to require the employee to reschedule such appointment, if the appointment is of a non-emergency nature. Sick leave shall be granted without loss of the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 2 hereof.

If an employee is absent and is receiving Worker's Compensation for an injury incurred on non-City employment then the absence is charged to sick leave.

Section 2.

The sick leave credit for each employee shall be one and one-quarter (1¼) work-day for each complete calendar month in pay status. For purposes of this section, "complete calendar month in pay status" shall mean that the employee is receiving remuneration at least four (4) hours each day for eighteen (18) working days in that month. If the employee is scheduled to work less than eighteen (18) days per month, he must work at least thirteen (13) days in that calendar month.

Sick leave may not, for payout purposes, be accumulated in excess of one hundred fifty (150) days. For use purposes only (and not for sick leave payout), employees may accumulate up to a maximum of one hundred and eighty (180) days.

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.

Section 3.

The City shall comply with all applicable state and/or federal laws regarding maternity leave.

Section 4.

Whenever an employee is absent from work as a result of injury arising out of and in the course of his employment with the City, he shall be paid, in addition to any workers' compensation payment, the difference between 75% of the employee's gross pay minus the amount he received as weekly compensation pursuant to the said Workers' Compensation Act for a period of one year from the date of the injury. Employees will not accrue any additional benefits while on workers' compensation.

If at any time during the either during the period of an employee's injury leave or thereafter, the City receives a medical report from a treating physician which states that the employee is permanently unable to perform the essential functions of his/her position, the City may terminate the employee from service following a pre-termination hearing. The Union may appeal such decision subject to an arbitrary and capricious standard.

If, twenty-four (24) months from the date of the work related illness or injury, the employee is unable to return to full duty, the City may separate the employee from employment. The Union may appeal such decision subject to arbitrary and capricious standard.

Section 5.

Upon the full normal retirement or death of an employee, said employee or his estate, shall be paid, as terminal pay, the equivalent of fifty percent (50%) of his then accumulated sick leave, but in no event to exceed seventy-five (75) days valued at the applicable rates in use on the date of retirement or death. If an employee hired on or after March 10, 2000 dies while an active employee, his or her spouse or estate shall be paid in accordance with this Section of the Agreement.

Notwithstanding Section 5 of this Article, employees newly hired by the City on or after March 10, 2000 are not entitled to the benefits provided in Section 5 and Section 6 of this Article and shall accrue sick days from year to year for use only. Employees newly hired by the City on or after March 10, 2000 are not entitled to any payments for unused sick days referred to as "terminal pay" above. Employees coming into the bargaining unit from another City bargaining unit shall be able to utilize their hire date with the City for purposes of determining eligibility for sick leave payout under this Agreement, provided that they have been in continuous service with the City since that date.

Section 6.

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.

**ARTICLE VIII
PERSONAL DAYS**

Section 1.

Each employee, who was an employee on each January 1st of the pertinent year shall be granted three (3) Personal Days, as a day off with pay, within the calendar year subject to the demands of service as determined by the department head, provided the employee is an employee on the date of the Personal Day and provided further that he has satisfactorily completed his probationary period as a new employee. Employees hired after January 1st of any calendar year will receive a pro-rated amount of personal time. Except in an emergency situation, a request for the personal day shall be made by the employee to the department head at least one week prior to the date of the requested personal day. New hire probationary employees may utilize personal time at the sole discretion of the department head. Personal leave shall be used in one (1) hour increments, up to a full day.

Such Personal Days cannot be carried over to the next calendar year.

Section 2.

The City may convert paid time off 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.

**ARTICLE IX
FUNERAL LEAVE**

Section 1.

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.

Section 2.

If, more than three (3) working days elapse between the day of death and the day of the funeral, additional time may be granted without loss of pay.

Section 3.

One (1) day of special leave with pay, if necessary to attend the funeral of such relative, will be granted an employee to attend the funeral 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. 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.

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

The employee must notify the City as to the date or dates he or she will be on Funeral Leave. The City may require verification for Funeral Leave upon the employee's return to work.

**ARTICLE X
SABBATICAL LEAVE**

Section 1.

An employee who wishes to improve upon his professional performance and engage in independent research and achievement, may, with approval of his Department Head and the Director of Human Resources, take a sabbatical leave under the following conditions:

(No more than one (1) member of the bargaining unit is absent on sabbatical leave at one time.

The employee's written request must include a statement of the course of study to be pursued and the benefits to be derived froth such courses of study by the City, time required, educational institution.

(c) The employee has completed at least seven (7) consecutive years of service in the City and at least seven (7) consecutive years in City service since the last sabbatical leave.

(d) The granting or denial of sabbatical leave is not subject to the grievance procedure.

Section 2.

Employees on sabbatical leave shall not be paid, but 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 employee on sabbatical leave pays 102% of the applicable cost of the plan during such leave. No other benefits shall be paid or accrued during such leave, but service shall accrue for purposes of computation of benefits based on length of service except for pension service.

Section 3.

Upon the employee's return to City service from sabbatical leave, he shall receive the same salary, per the terms of this Agreement, as though he had not been on such sabbatical leave.

Section 4.

Any employee granted such sabbatical leave shall agree, by formal written agreement, to return to his employment for two (2) years subsequent to the conclusion of such sabbatical leave.

**ARTICLE XI
MILITARY LEAVE**

Section 1.

The City will abide by all applicable State and Federal Laws regarding military leaves of absence.

**ARTICLE XII
LEGAL LEAVE**

Section 1.

An employee shall be given leave without loss of pay when performing jury duty, or when subpoenaed to appear before a court, public body or commission in connection with City business, except in cases where the employee is the Plaintiff.

Section 2.

In the case of jury duty, the amount of statutory juror's fee received by the employee shall be deducted from the pay due from the City.

The City may require documentation in order to determine eligibility for jury duty pay.

**ARTICLE XIII
UNPAID LEAVE OF ABSENCE (NON FMLA)**

Section 1.

A regular employee, upon proper application in writing to, and upon written approval by the Department Head and Director of Human Resources, may obtain a continuous leave of absence without pay for period not to exceed three (3) months. At the expiration of such leave, the employee shall be reinstated in service 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 retains his or her rights under Article IV, Section 4 of this Agreement. 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.

Extensions of leave for additional three (3) month periods may be granted by the Director of Human Resources, but in no case shall the total period of time exceed one (1) year.

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.

FSA contributions shall be made in accordance with Section 125 of the Internal Revenue Code.

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. Such pension credit shall be paid within the first 12 weeks from the date the employee returns from said unpaid leave. If the employee fails to make such contributions, the employee shall not receive service credit for purposes of pension eligibility or calculation for the unpaid period of leave.

Section 2.

Leave of absence pursuant to the Family and Medical Leave Act shall be granted in accordance with the City's FMLA policy dated November 2004.

ARTICLE XIV PROFESSIONAL LEAVE

Section 1.

An employee shall be given educational leave with full pay for the purpose of attending short term special courses, seminars or workshops relating to his work when approved by Director of Human Resources in consultation with the department head, provided any leave in excess of five (5) consecutive working days must also be approved by the Mayor. The decision to grant or deny a request for professional leave shall not be subject to the grievance procedure.

**ARTICLE XV
PROFESSIONAL DEVELOPMENT**

Section 1.

Regular full-time employees shall be reimbursed for tuition costs at the rate of not greater than five hundred (\$500.00) dollars per course for up to four (4) courses per year in which the permanent full-time employee receives a grade of "B" or better from an accredited college or university. In order to receive such reimbursement, the employee must receive written approval from the Director of Human Resources prior to taking the course. The Director of Human Resources' approval or denial shall be solely within his discretion. The courses must be directly related to the employee's work and be considered essential to maintain and/or improve skills for the employee's position. The total amount paid by the City to members of the Union for professional development in each fiscal year shall not exceed seven thousand five hundred dollars (\$7,500) in fiscal year 2005-2006; ten thousand dollars (\$10,000) in fiscal year 2006-2007; and ten thousand dollars (\$10,000) in fiscal year 2007-2008; and ten thousand dollars (\$10,000) in fiscal year 2008-2009.

Section 2.

Employees in positions that require mandatory professional certification or licensure and maintenance of such certification or licensure shall be reimbursed an amount up to five hundred dollars per year (\$500.00) for fees directly connected to the maintenance of such certification or licensure. Employee's must submit an expense voucher to their Department Head with supporting documentation for approval.

**ARTICLE XVI
HOLIDAYS**

Section 1.

The following Holidays shall be paid, at an employee's regular rate of pay for one work day, under the following conditions when not worked:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

(a) The holiday must fall on a regularly scheduled work day except any holiday falling on Sunday shall be observed on the following Monday and a holiday falling on a Saturday shall be observed on the preceding Friday. The employee must receive compensation for the last

scheduled working day prior to and the first scheduled working day subsequent to the holiday to be eligible for pay on the holiday. Employees who are on sick leave the day before or the day after a holiday are not eligible for holiday pay, subject to the provision of subsection (b) below. Employees not working due to an authorized workers' compensation injury and receiving workers' compensation pay shall not be eligible for holiday pay.

(b) When an employee is on sick leave, on the scheduled work day prior to or after the holiday and has a medical certificate attesting to an injury or illness shall be eligible for holiday pay.

Section 2.

If a holiday is observed during an employee's scheduled vacation, he shall receive holiday pay for that day and the day shall not be charged against his accrued vacation.

Section 3.

In the instance when an employee must be present at the work place or work site to supervise employees within his department or bureau that are working on a holiday, he shall receive his full holiday pay prescribed by Section 1 hereof, plus one (1) times his regular rate for hours so worked.

ARTICLE XVII VACATION LEAVE

Section 1.

Time off with pay for vacation shall be granted to regular employees according to the following schedule:

An employee who has completed six (6) months of service from the date of hire but less than one (1) year shall be entitled to a vacation equivalent to one work week.

An employee who has completed one (1) year of service, but less than five (5) years of continuous service shall be entitled to the equivalent of two (2) work weeks of vacation, however, no employee shall be entitled to three (3) weeks of vacation in one calendar year because of the application of (a) and (b).

An employee who has completed or will complete within the year five (5) years of continuous service shall be entitled to the equivalent of three (3) work weeks of vacation time during the calendar year he will complete five (5) years of service.

An employee who has completed six (6) years of continuous employment shall be entitled to one (1) day, in addition to the provisions of subsection (c) above for each completed year of continuous service subsequent to the fifth (5th) year until a maximum of the equivalent of four

(4) work weeks of vacation is attained. Such additional entitlement will be effective during the calendar year of the pertinent anniversary date.

An employee who was entitled to more than four (4) weeks of vacation as of January 1, 2002 shall continue to be entitled to such additional vacation.

Section 2.

Employees on the payroll as of June 30, 2002 who are in the classifications of Librarian IV and Superintendent of Golf Courses will receive twenty-two (22) vacation days, or the number of vacation days to which they are entitled under Section 1 above plus two (2), whichever is greater, regardless of the above provisions concerning vacation eligibility.

Section 3.

Employees, with the approval of the Department Head or the Mayor, may defer up to one (1) week of vacation time from one calendar year to another. Vacation weeks which are deferred must be used within the next twelve (12) month period or they will be lost.

Section 4.

If an employee is not able to use any or all of his vacation leave, due to City constraints as set forth by the Department Head and the Mayor, the employee shall carry over any unused vacation leave to the next year.

Section 5.

An employee laid off and re-hired within the recall period shall be credited with all City service time that he had accrued at time of layoff for vacation eligibility purposes.

The City may convert paid time off 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.

Vacation entitlement 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.

**ARTICLE XVIII
LONGEVITY**

Section 1.

Employees who were receiving longevity payments prior to the date of this Agreement shall continue to receive longevity payments with the amount frozen at the longevity amount for which the employee was eligible as of July 1, 2002. There shall be no further increases in any employee's longevity amount for the duration of his/her employment.

Section 2.

No current or future employee who was not receiving longevity pay prior to the date of this Agreement shall become eligible or receive any longevity pay.

Section 3.

Longevity payments, as hereinbefore prescribed, shall be paid to bargaining unit employees in their regular paycheck on the first pay period of the month of December in each calendar year. The parties agree that inclusion of the longevity payment in the employee's regular pay shall be subject to the normal withholdings and deductions and shall not be treated as a bonus.

**ARTICLE XIX
LIFE INSURANCE**

Section 1.

The City shall provide, without charge to the employee, life insurance equal to two time (2X) the annual base salary of the employee rounded up to the next one thousand dollars (\$1,000), provided that this amount does not exceed the rules of the City's designated life insurance carrier and plan. The City reserves the right to change carriers or plans, provided that the coverage amounts remain the same.

Section 2.

In addition to the life insurance provided in Section 1, employees may purchase, at the employee's cost, supplemental life insurance coverage, subject to the following conditions:

There must be a sufficient number of number of employees showing interest in purchasing supplemental life insurance, as determined by the City's designated life insurance carrier. Such employee interest shall be determined during an open enrollment period; and

Supplemental life insurance shall equal the amount of the employee's annual base salary, rounded up to the next one thousand dollars (\$1,000).

Employees participating in supplemental life insurance coverage prior to the issuance of the interest arbitration award for this Agreement, shall have the right to continue such coverage throughout the life if this Agreement. Deductions from the employee's pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee's pay cycle.

Section 3.

The City shall provide for and pay for accidental death and dismemberment coverage in the same amount as Section 1 above.

Section 4.

The total amount of insurance provided by the City and purchased by the employee under this Article of the Agreement shall not exceed five hundred thousand dollars (\$500,000).

Section 5.

The City shall provide and pay for three thousand (\$3,000) life insurance for all employees who retire with at least twenty-five (25) years of service and attaining at least age fifty-five (55), or retire with at least fifteen (15) years of service and attaining at least the age of sixty-five (65), or employees hired prior to or on September 30, 1996 upon the completion of twenty-five (25) years of service regardless of age.

**ARTICLE XX
MEDICAL BENEFITS**

Section 1.

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

Medical Plans. Each employee shall be eligible to elect the following healthcare options effective the first of the month following date of hire and during the City's designated open enrollment period(s):

1. The 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

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 benefit for in-network providers.

2. The 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 benefit for in-network providers.

3. The Blue Care POE Plan, with services limited to network providers; out-of-network services are not permitted. The following co-payments apply:

- \$10 for 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.

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

b. Prescription Drug Benefits.

1. Employees who enroll in the Century Preferred Managed Care Program or the Blue Care POS Plan shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan 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. For non-

participating pharmacies, the plan pays 70% of the Anthem allowance. The annual maximum benefit is \$1,000.00.

2. Employees who enroll in Blue Care POE shall enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan 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.
- c. **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.

Section 2.

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 the eligible dependents of the employee:

Century Preferred	20%
BlueCare POS	12.5%
BlueCare POE	5%

- b. **Prescription.** Each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent for the coverage of the employee and the eligible dependents of the employee.
- c. **Dental.** Each employee who is enrolled in the dental plan shall pay 20% of the premium cost share or premium equivalent for the coverage of the employee and the eligible dependents of the employee.
- d. 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:

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

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

Employee premium cost sharing shall be by payroll deduction. If two employees of the City are married to each other, one of the two may waive participation in the medical insurance program and be covered as a dependent under the other's plan, subject to execution of a waiver that is satisfactory to the City and its insurance plan administrator, and subject to such conditions on re-enrollment as the administrator requires and are permitted by law.

Section 3.

Change of Carrier or Administrator of Plan(s). The City may elect to change insurance carrier(s)/administrator(s) 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 and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice 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. The network of providers must be seventy-five percent (75%) of the current network. 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; payment methods; plan documents, definitions and wording.

The City may change a carrier or administrator of a plan (medical, dental, prescription) once each contract year.

Section 4.

Any questions concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insurance company in accordance with the provisions of such policies.

Section 5.

a. Employees hired on or after March 10, 2000.

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) 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.

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.

Employees hired after December 22, 1995, but prior to March 10, 2000.

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) 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.

Employees hired on or before December 22, 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) 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.

Employees coming into the bargaining unit from another City bargaining unit shall be able to utilize their hire date with the City for purposes of determining eligibility for retiree health benefits under this Agreement, provided that they have been in continuous service with the City since that date.

Section 6

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 spouses, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

Section 7.

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.

**ARTICLE XXI
UNION ACTIVITIES**

Section 1.

The City of Waterbury agrees that reasonable time-off with pay shall be granted to Union officers and Directors for the negotiations, the conduct of Union activities, investigation of alleged contract violations and/or the processing of grievances as called for in the Grievance Procedure.

Section 2.

The Union shall notify the Mayor and the City Clerk, the name and addresses of all the Union officers and Directors.

Section 3.

The City agrees to provide a meeting place for Union meetings, allow use of interoffice mailings and provide space for posting notices of Union activities at all City facilities, where Union members work, for any union activity other than partisan political activity.

Section 4.

To further the understanding of the rights and obligations of Union members under this Agreement, the City agrees to provide each member a copy of this Agreement. Further, ten (10) additional copies shall be provided to the Association President.

**ARTICLE XXII
PARKING FACILITIES**

Section 1.

The City shall provide free parking to employees at the closest available parking area, as determined by the City.

Section 2.

The Union shall retain sixteen (16) parking spaces in the Chase Building parking lot for employees whose regular place of work is in the Chase Building. An employee currently assigned to park in the Chase Building parking lot shall retain his or her right to park in said lot. Vacancies in the Union's sixteen (16) parking spaces shall be assigned to the most senior employee whose regular place of work is the Chase Building. The City has the sole discretion to determine the specific parking spaces in the Chase Building parking lot assigned to employees.

**ARTICLE XXIII
TRAVEL ALLOWANCE**

Section 1.

The City shall reimburse any employee, whose department head has authorized, in writing, the employee to use a private automobile while engaged in City business, in accordance with the most current IRS mileage reimbursement rate.

Section 2.

Each employee, whose job requires the operation of a private vehicle during the majority of working days of the work year and who is reimbursed for auto usage pursuant to Section One of this Article shall transmit to the Corporation Counsel a copy of a Certificate of Insurance covering the said private automobile indicating the name of the insurance company and agent, and amounts of coverage for Bodily Injury in the amount of at least one hundred thousand and 00/100 (\$100,000.00) dollars per person, and three hundred thousand and 00/100 (\$300,000.00) dollars per occurrence, and Property Damage Liability in an amount of at least twenty thousand and 00/100 (\$20,000.00) dollars, per occurrence or a combined single limit of \$300,000, which Insurance Certificate shall indicate that the automobile is being used in employment and/or business. Failure of the employee to transmit said Certificate to the Finance Office within thirty

(30) calendar days of receipt by the employee of written authorization to receive reimbursement pursuant to Section 1 or within thirty (30) calendar days of the renewal of the underlying insurance policy shall be grounds to terminate authorization to utilize private auto and any right to reimbursement claimed and pending. In addition, to receive reimbursement under this Section of the Agreement, an employee may be required to execute a release for motor vehicle background checks.

Section 3.

Any employee not covered by Section 1 above who must use a private automobile on infrequent occasions shall be reimbursed by the City at the most current Internal Revenue Service (IRS) mileage reimbursement rate.

**ARTICLE XXIV
PERSONNEL FILES**

Section 1.

No disciplinary or evaluative material shall be placed in an employee's file unless the employee has had an opportunity to read and sign the material. In the event the employee chooses not to sign, a Union official shall be required to sign such material acknowledging receipt. Such signature merely signifies that he has read the material and does not necessarily indicate agreement with its content.

Section 2.

An employee shall have the right to add any material he wishes to his personnel file as long as said material is not obscene, slanderous, libelous and is relevant to his employment. It must be signed by the employee.

**ARTICLE XXV
VACANCIES**

Section 1.

As used in this Article, "vacancy" shall mean a position not occupied due to the death, retirement, resignation, transfer, dismissal, etc., of an incumbent or an unfilled, newly created position.

Section 2.

If an eligibility list for the position is in existence and a requisition is on file, the Director of Human Resources shall certify the names of eligible candidates in accordance with the Civil Service Rules, as may be amended from time to time, within ten (10) days of the occurrence of said vacancy. The appropriate Appointing Authority shall appoint the person so certified to fill

such vacancy. If a vacancy occurs during the last ten (10) days of the appropriate eligibility list, the Director of Human Resources shall immediately certify the name of such eligible individual.

Section 3.

Whenever such vacancy occurs, and there is no appropriate eligibility list in existence and a requisition is on file, the Director of Human Resources, within ninety (90) days of the date of such vacancy, shall conduct an examination in accordance with Civil Service Rules and Regulations, as may be amended from time to time. Within ten (10) days after the list is established, the Director of Human Resources shall certify the individual standing highest on the list and the appropriate Appointing Authority shall appoint such person to fill the vacancy.

Nothing in Section 1, 2 or 3 above shall be construed to require the City to file a requisition.

Section 4.

If the City wishes to abolish a position, then it may do so only after notification and consultation with the Union, at least forty-five (45) days prior to the date of the proposed abolition of the position.

ARTICLE XXVI PENSIONS

Section 1.

Employees 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 Aldermen on November 10, 2003, (the "Pension Ordinance") with the modifications provided herein.

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.

Section 2

The definition of "Spouse," under Section 35.01 (X) of the Pension Ordinance shall be modified to read as follows:

"Spouse" shall mean the Participant's legal spouse, as evidenced by a valid marriage certificate or valid civil union certificate, at the earlier of the time of the Participant's death or the Participant's Normal Retirement Date.

Section 3.

Notwithstanding Section 35.08 and Section 35.04 of the Pension ordinance, effective September 1, 2002 pension payments shall be computed on the basis of two percent (2%) for each year of service. This percentage shall be multiplied by the employee's "Final Average Base Pay" as defined in Section 35.01 (E) of the Pension Ordinance. An employee's benefit per year of credited service completed prior to September 1, 2002 shall be two and one-half percent (2½%) for each year of service.

Section 4.

Notwithstanding the Pension Ordinance, an employee who has attained ten (10) or more years of service and is therefore vested in the pension plan on or before December 22, 2005, shall be eligible for normal retirement after twenty-five (25) years of service to the City, regardless of age. Employees hired after December 22, 1995, but prior to or on March 10, 2000, may retire under the Pension Ordinance, effective September 1, 2002. Employees hired after March 10, 2000 shall participate in the City's Defined Contribution Retirement Plan ("401(a) Plan"), as adopted in November, 2003.

Section 5.

(a.) Employees hired or re-hired after March 10, 2000 ("Participants"), are not eligible to participate in the City Pension System and must participate in the City's "401(a) Plan" as adopted in November, 2003, and modified as follows:

The City shall amend Article IV (Contributions), Sections 4.1(a) and 4.3(a) of the current 401(a) Plan to provide for an employee contribution of five percent (5%) of his or her compensation and a City contribution of five percent (5%) of an employee's compensation, effective January 1, 2006.

Effective January 1, 2006, the City shall amend Article VI (Vesting), Section 6.1 of the current 401(a) plan to provide for a vesting schedule for participants as follows:

<u>Years of Service Completed</u>	<u>Percent Vested</u>
Less than one	0%
1 Year	20%
2 Years	40%
3 Years	60%
4 Years	80%
5 years	100%

ARTICLE XXVII
PRESERVATION OF EMPLOYEE AND MANAGEMENT RIGHTS

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:

- (a) The right to prescribe and enforce reasonable work rules, establish and/or change the pay period for employees, 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 same. The City shall bargain over the impact, if any, of the City's decision;
- (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);
- (c) The right to create job descriptions and revise existing job descriptions as deemed necessary, with such procedures for the applicable rate of pay as are required by Article I, Section 3 of this Agreement;
- (d) 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;
- (e) 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;
- (f) The right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons, subject to the provisions of Article VI;
- (g) The right to discontinue services, positions, operations or programs in whole or in part;
- (h) 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.

Section 2.

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.

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 herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement.

**ARTICLE XXVIII
MISCELLANEOUS**

Section 1.

If any Section or Article of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

Section 2.

No prior side agreements, memoranda of understanding, or settlement agreements shall be binding on the City unless they are referenced herein and attached hereto. This provision shall not apply to arbitration awards or other decisions by third parties, including courts and administrative agencies.

**ARTICLE XXIX
WAGES**

Section 1.

The pay scales shall increase in accordance with the general wage increases, and any other amounts agreed to by the parties.

Section 2.

The Mayor shall designate Union snow plowing operation personnel by November 1st of each year.

Section 3.

Those persons so designated by the Mayor as working in the snow plowing operations shall an annual stipend of \$2046.47 for fiscal year 2009-2010, and 2097.64 for fiscal year 2010-2011. Annual stipends shall be paid in equal installments twice yearly in January and April of each fiscal year.

Section 4.

Employees required to attend Board meetings may apply to the Director of Human Resources for compensatory time off in situations where the time commitments are unreasonable or beyond the normal expectations of their position. The request may be granted or denied by the Director of Human Resources in his discretion, which shall not be subject to the grievance procedure if exercised in good faith.

Section 5.

Effective retroactive to July 1, 2009, employees shall receive a general wage increase of two and one-half percent (2.5%).

Section 6.

Effective July 1, 2010, employees shall receive a general wage increase of two and one-half percent (2.5%).

Section 7

Effective October 1, 2010, employees shall receive a \$1,000 increase to their base salary.

**ARTICLE XXX
DURATION**

Section 1.

This agreement shall be effective beginning on July 1, 2009 unless a different effective date is prescribed in this Agreement for any Section or Article, and shall remain in effect through June 30, 2011, unless any given Section or Article prescribes a duration date for said Section or Article beyond June 30, 2011.

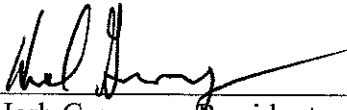
Section 2.

Negotiations for a successor agreement shall commence in accordance with applicable law.

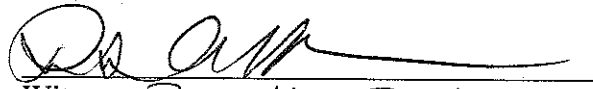
This Agreement shall remain in full force and effect during negotiations for a successor agreement, in accordance with applicable law.

Dated at Waterbury, Connecticut this ____ day of February 2010.

**Local 2090, American Federation of State,
County and Municipal Employees**

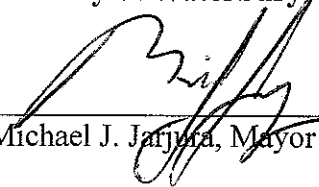


Herb Greengas, President




Witness Peter Abare-Brown
02102110

The City of Waterbury



Michael J. Jaruga, Mayor



Witness Peter Abare-Brown
02102110

LIST OF COVERED POSITIONS

Accountant III
Administrative Officer
Assistant Assessor
Assistant Budget Director
Assistant City Auditor
Assistant City Planner
Assistant Director of Finance
Assistant Director Parks and Recreation
Assistant Director of Public Health
Assistant Personnel Director
Assistant Superintendent of Streets
Assistant Superintendent of Waste Disposal
Assistant Town Clerk
Billing and Collections Supervisor
Business Analyst
Buyer
Collections System Supervisor
Crime Lab Supervisor
Delinquent Tax Collector
Deputy Tax Collector
Director Food Service
Director of Public Health Nurses
Education Grants Writer
Environmental Reservoir and Water Quality Manager
Fleet Maintenance Supervisor
Grants Manager
Hazardous Materials Coordinator
Human Resources Generalist
Manager of Accounting and Financial Reporting
Network Manager
Payroll Manager
Payroll Supervisor
Pension and Benefits Manager
Pupil Transportation Coordinator
Revenue Collections Manager
Risk Manager
Sanitary Engineer
School Business Administrator
School/Community Relations Coordinator
School Inspector
Senior Human Resources Generalist

LIST OF COVERED POSITIONS

Accountant III
Administrative Officer
Assistant Assessor
Assistant Budget Director
Assistant City Auditor
Assistant City Planner
Assistant Director of Finance
Assistant Director Parks and Recreation
Assistant Director of Public Health
Assistant Personnel Director
Assistant Superintendent of Streets
Assistant Superintendent of Waste Disposal
Assistant Town Clerk
Billing and Collections Supervisor
Business Analyst
Buyer
Collections System Supervisor
Crime Lab Supervisor
Delinquent Tax Collector
Deputy Tax Collector
Director Food Service
Director of Public Health Nurses
Education Grants Writer
Environmental Reservoir and Water Quality Manager
Fleet Maintenance Supervisor
Grants Manager
Hazardous Materials Coordinator
Human Resources Generalist
Manager of Accounting and Financial Reporting
Network Manager
Payroll Manager
Payroll Supervisor
Pension and Benefits Manager
Pupil Transportation Coordinator
Revenue Collections Manager
Risk Manager
Sanitary Engineer
School Business Administrator
School/Community Relations Coordinator
School Inspector
Senior Human Resources Generalist