

AGREEMENT

between the

CITY OF WATERBURY

and the

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

Nurse Supervisor Bargaining Unit

JULY 1, 2010 THROUGH 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 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 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 Nurse Supervisors (hereinafter referred to as "Supervisors" or "Employees"), who are regular full-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 Supervisor", as used herein, are the department head or designee, the Assistant Director of Health and any other non supervisory personnel in the nursing division of the Department of Public Health whose positions do not satisfy the statutory test of supervisor pursuant to Section 7-471(2) of the Connecticut General Statutes.
3. *Section 2. Definitions*
 - a. The term "regular full-time employee" as used in this Agreement shall refer only to those Supervisors who regularly work a thirty-five (35) hour work week for a full calendar year.
 4. All benefits will be calculated in hours.
 5. b. 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

6. *Section 1.* The Department of Human Resources shall forward 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.
7. *Section 2.* The City agrees to deduct from the paycheck of each Supervisor, 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.
 8. 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.

9. b. Supervisors 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.
10. c. The Union will notify the City of changes in union dues at least thirty (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 thirty (30) days notice.
11. *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 (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.
12. 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.
13. Employees who fail to comply with either of the requirements of this Section 3 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

14. *Section 1.* Seniority as used in this Agreement shall be defined as follows:
15. a. Seniority for all Supervisors shall start with the most recent date of hire

as a Supervisor in the Public Health Department.

16. b. For the purposes of layoffs or job openings, seniority for each year of service shall be computed as follows:
17. Supervisors working thirty-five (35) or more hours per week -1.0 year credit.
18. c. Seniority for all supervisors for the purposes of benefit accrual shall be based on one year credit for each year of service with the City.
19. 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

20. *Section 2. Seniority Lists*

21. a. Upon request by the Union, Department of Human Resources shall provide each January, the seniority, the salary and the longevity payments of all bargaining unit members.
22. b. The seniority lists shall be posted on the bulletin boards and any Supervisor, who feels there is an error in her seniority date as shown, must present her 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.

23. *Section 3. Probationary Period.*

24. a. Newly employed regular full-time Supervisors shall work a probationary period of six (6) months. 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.
25. b. During this probationary period, a Supervisor 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.
26. c. 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.

27. *Section 4.*

28. 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.
29. 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.

30. 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.

31. *Section 5. Workforce Reduction/Recall.*

32. 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:
33. 1. Length of service as an employee per the "regular full-time employees" seniority list as referenced in Section 2;
 34. 2. Length of service with the City;
 35. 3. Average rating on the performance evaluations for the last three (3) years of service or for the entire period of employment if the Supervisor's length of service as a regular full-time employee was less than three (3) years.
36. b. Supervisors shall be recalled from layoff on the basis of their seniority and qualifications on the regular full-time seniority list. All such Supervisors shall have recall rights for 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 of recall/rehire.
37. c. Prior to any layoff, per the provisions of Section 5(a) 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 discuss 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.
38. *Section 6. A Supervisor shall lose her seniority status in the event:*
39. a. She is discharged for cause.
 40. b. She is absent without valid reason for three (3) consecutive working days without notice to her supervisor.
 41. c. She is laid off for a period in excess of that during which she has recall rights as provided in Section 5(b).

**ARTICLE IV
HOURS OF WORK**

42. *Section 1.* The established work week for all regular full-time employees shall be not less than thirty-five (35) hours per week.
43. *Section 2.* 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 Supervisor from taking lunch during the regular lunch hours, the Supervisor shall notify the Assistant Director of Health as soon as possible in order that compensatory time off may be scheduled either that same day, if scheduling permits, or within the week.

**ARTICLE IV-A
ATTENDANCE POLICY**

44. Employees shall be subject to the City's attendance policy issued July 2005.

**ARTICLE V
HOLIDAYS**

45. *Section 1.* Under conditions set forth below, the following holidays shall be granted with pay for regular full-time employees only at the Supervisor's 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 | |
46. a. The Supervisor must receive compensation for the last scheduled working day prior to and the first scheduled working day subsequent to the holiday.
47. b. The holiday must fall on a regularly scheduled work day except:
48. 1. Any holiday falling on Sunday shall be observed on the following Monday.
49. 2. Any holiday falling on Saturday shall be observed on the Friday preceding the holiday.
50. *Section 2.* If a holiday occurs during a Supervisor'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.

51. *Section 3.* If a holiday occurs during a Supervisor's scheduled vacation, the day shall be treated as a holiday and not as a vacation day.
52. *Section 4.* Any Supervisor 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.
53. *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

54. *Section 1.* As used herein, the term "vacation" shall refer to paid annual leave, which annual leave shall be paid for at the Supervisor's normal rate of pay for one work day for each day of such leave.
55. *Section 2.* Regular full-time employees shall be entitled to vacation as follows:
 56. a. 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.*
 57. b. 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).
 58. c. 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 she will complete five (5) years of service.
 59. d. 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.
 60. e. 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.

61. *After completion of the probationary period, a regular full-time employee shall be eligible to receive vacation days in an amount prorated upon the number of work months remaining in the calendar year.
62. *Section 3.* The scheduling of the vacation, and the actual taking of time off during any calendar year, shall be subject to the approval of the department head or designee.
63. *Section 4.* Vacations maybe 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.
64. *Section 5.* Supervisors shall not be called back to work while on vacation except for emergency work or where she voluntarily agrees to work.
65. *Section 6.* If more than one Supervisor 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.
66. *Section 7.* Except where specifically modified under this Section of the Agreement, the annual vacation working days for regular full-time employees shall be granted terminally (which is defined to mean death, retirement, or resignation of the Supervisor). Such terminal vacation shall be reduced by any vacation time taken by the Supervisor during the terminal year. In the case of a resignation of a regularly appointed Supervisor 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. 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.
67. 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.
68. Accruals for the new/current year are not eligible for payout unless the employee has worked at least thirty (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.
69. 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

70. *Section 1. Professional Leave.*

71. Not more frequently than twice a year, time off with pay shall be granted to a Supervisor 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 no more than three (3) days of conferences per year if the total of the registration fees do not exceed five hundred dollars (\$500). However, if the registration fees for said conferences exceed five hundred dollars (\$500) in total per year, then the excess above five hundred dollars (\$500) shall be the responsibility of, and the obligation of, the Supervisor who was authorized to attend such conference(s).

72. *Section 2. Tuition Reimbursement.*

- a. If a Registered Professional Nurse Supervisor desires to enroll at an accredited educational institution in one or more courses leading to a Masters degree in Nursing or a health related field, she shall submit a tuition refund application in advance of commencing such course or courses.
- 73. b. Upon proof of satisfactory completion of such course or courses, the City will reimburse the Supervisor 100% of the tuition cost up to a \$1,000 per calendar year. Additionally, the City may reimburse the Supervisor up to an additional \$4,000 per calendar year, subject to the availability of grant funding, in the sole discretion of the Director of Public Health.

74. *Section 3. Paid Educational Leave.*

75. A regular full-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.

76. *Section 4. Unpaid Educational Leave.*

77. Educational 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 employee 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 or designee, the employee must agree, in writing, to

return to work with the City for a minimum period of one year subsequent to the expiration of said educational leave without pay.

78. During unpaid educational leave, employees are not eligible for health benefits and may elect to continue their elected health coverage through COBRA.
79. Upon return, if unpaid leave totals less than twelve (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 twelve (12) weeks from the date the employee returns from said unpaid leave.
80. *Section 5. Maternity Leave.*
81. The City shall comply with all applicable state and/or federal laws regarding maternity leave.
82. *Section 6. Unpaid Leaves of Absence (Non-FMLA).*
83. 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 her 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. Should such budgetary reduction occur, the affected employee(s) shall be notified within fourteen (14) calendar days of the decision to implement said reduction. 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.
84. 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.
85. 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.
86. FSA contributions must be continued by direct payment on a monthly basis.
87. 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.

88. *Section 7. FMLA Leaves of Absence.*

89. Leave of absence pursuant to the Family and Medical Leaves Act shall be granted in accordance with the City's FMLA policy, dated 11/2004.

90. *Section 8. Sick Leave.*

91. a. 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 Supervisor's non-working hours. Sick leave shall be granted without loss of the Supervisor's normal pay to the extent of the Supervisor's sick leave eligibility as prescribed by Section 8(b) hereof . Loss of time from work occasioned, or necessitated, by maternity shall be governed by the provisions of Section 5 hereof . Notwithstanding the preceding definitions, up to five (5) days in anyone calendar year of earned sick leave per year may be used for family (spouse, child, or parent) illness or injury.
92. b. Any regular full-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.
93. c. 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.
94. 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 Supervisor terminates her employment with the City. A Supervisor who is rehired by the City shall be eligible for and shall accrue sick leave as a new hire. Such rehired Supervisor shall not be entitled to utilize leave that may have accumulated in a prior period of employment.

95. *Section 9. Sick Leave Accumulation.*

96. The maximum amount of sick leave that may be accrued is one hundred eighty (180) days. An employee who has more than one hundred eighty (180) 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 eighty (180) days. It is understood that any sick days accumulated beyond one hundred fifty (150) are not eligible for payment under Section 8.

97. *Section 10. Sick Leave Termination Pay.*

98. a. In the event of the death or retirement of a Supervisor, 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.
99. b. 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.

100. *Section 11. Sick Leave Bank.*

101. 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.

102. *Section 12. Funeral Leave.*

103. a. 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.
104. b. 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.
105. c. 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.
106. d. The City has the right to require documentation in order to determine eligibility for funeral leave.

107. *Section 13. Personal Leave.*

108. After one (1) full year of continuous employment, each regular full-time employee, 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 Supervisor to the department head or designee at least one week prior to the date of the requested personal day.

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

110. *Section 14. Union Leave.*

111. The Union President will be allowed a maximum of three (3) 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.

ARTICLE VIII GRIEVANCE PROCEDURE

112. *Section 1.* Supervisors 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 Supervisor shall contravene the provision of this contract.
113. **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.
114. **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.
115. **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.
116. **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.
117. *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.

118. *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.
119. *Section 4.* Nothing in this Agreement shall prohibit the City from filing a grievance and processing same in accordance with the provisions hereof .
120. *Section 5.* Time limits specified in the preceding sections may be extended by written agreement of both parties.
121. *Section 6.* Any dispute involving discipline may be processed by the Supervisor 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 .
122. *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.
123. *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.
124. The procedure established in this Article shall be the sole remedy for grievances under this Agreement.

ARTICLE IX SAFETY AND HEALTH

125. *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.
126. *Section 2.* Should a Supervisor complain that her work requires her to be in unsafe or unhealthy situations, in violation of said accepted safety rules, the

matter shall be 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.

127. *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 xray will be required only if symptoms suggestive of tuberculosis are or become present.

ARTICLE X TRANSPORTATION AND PARKING

128. *Section 1.* The Supervisor agrees not to transport any student or patient while engaged on City business.
129. *Section 2. Mileage Reimbursement.*
130. a. The City shall reimburse any Supervisor 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.
131. b. 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

132. *Section 1.* 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. Longevity payments shall be made annually at the same time of

year as under the predecessor collective bargaining agreement.

133. *Section 2.* 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.
134. *Section 3.* The method of disbursement of longevity payments shall be determined by the City.

ARTICLE XII MANAGEMENT RIGHTS AND ENTIRE AGREEMENT

135. *Section 1. Management Rights.*
136. 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:
137. 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;
138. 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);
139. c. the right to create job descriptions and revise existing job descriptions as deemed necessary;
140. 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;
141. 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;
142. 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;
- 143. g. the right to layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons;
 - 144. h. the right to discontinue services, positions, operations or programs in whole or in part;
 - 145. 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;
 - 146. j. the right to schedule mandatory staff meetings whenever deemed necessary;
 - 147. k. 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.
148. 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.
149. *Section 2. Furlough Days.*
150. 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.
151. *Section 3. Entire Agreement.*
- 152. 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.
 - 153. 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.
 - 154. 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.

**ARTICLE XIII
NO STRIKE OR LOCKOUT**

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

**ARTICLE XIV
SEVERABILITY**

156. 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
SALARIES**

157. *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 .
158. Notwithstanding any provision of the City's Civil Service Rules and Regulations, as may be amended from time to time, the Personnel Director, upon recommendation of the Director of the Department of Public Health, shall in his or her sole and exclusive discretion, have the ability to hire in any applicant or person promoted into a position covered by this Agreement at any step, where such placement is appropriate (1) in view of the individual's experience or qualifications; (2) where market conditions warrant such placement; or (3) where other legitimate circumstances are demonstrated.
159. There shall be no step advancement for any employee for the duration of the Agreement.
161. *Section 2. General Wage Increases.*
162. Effective July 1, 2010, Nurse Supervisor salaries shall reflect an increase of zero percent (0%). Effective July 1, 2011, Nurse Supervisor salaries shall reflect an increase of two percent (2%). Effective July 1, 2012, Nurse Supervisor salaries shall reflect an increase of two percent (2%).
163. *Section 3. Master's Degree.*
- Regular full-time supervisors who have earned a Master's Degree related to Public Health Nursing shall be paid an additional one thousand dollars (\$1,000) annually above the base rate. All payments of such sum shall commence on the January 1st in following the achievement of such Master's Degree.
164. *Section 4. Acting Pay.*
165. If a Nurse Supervisor is assigned to the Acting Assistant Director of Public

165a. *Section 5. Public Health Emergency Clinic Work.*

Notwithstanding the fact Nurse Supervisors are exempt employees, Nurse Supervisors shall be paid at one and one-half (1½) times their base hourly rate for actual time working in clinics scheduled as the direct result of a public health emergency as officially declared by the Mayor and the Public Health Director.

**ARTICLE XVI
UNIFORMS AND CLOTHING**

166. *Section 1.* The City shall provide two (2) OSHA lab coats for each Supervisor.

**ARTICLE XVII
INSURANCE**

167. *Section 1. Health Insurance.*

168. Prior to July 1, 2012, the current medical, prescription and dental plans shall remain in effect. Effective July 1, 2012, the City shall provide and continue in full force and effect the insurance program described below:

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

170. 1. Effective July 1, 2012, the Century Preferred Managed Care Program with the following co-payments:

- \$25 for all office visits
- \$100 for emergency room/urgent care
- \$200 for outpatient surgery
- \$300 inpatient hospitalization

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

172. 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.

173. 2. Effective July 1, 2012, the Blue Care POS Plan with the following copayments:
- \$25 for all office visits
 - \$100 for emergency room/urgent care
 - \$200 for outpatient surgery
 - \$300 inpatient hospitalization
174. There is an unlimited lifetime maximum benefit for in-network providers.
175. 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.
176. 3. Effective July 1, 2012, the Blue Care POE Plan, with services limited to network providers; out-of-network services are not permitted. The following co-payments apply:
- \$15 for all office visits/\$25 for visit to a specialist
 - \$100 for emergency room/urgent care
 - \$200 for outpatient surgery
 - \$300 inpatient hospitalization
177. Prior authorization is required for certain services.
178. There is an unlimited lifetime maximum benefit for in-network providers.
179. b. Prescription Drug Benefits
180. 1. Effective July 1, 2012, employees who enroll in the Century Preferred Managed Care Program will also be enrolled in the City's integrated prescription drug program with copayments of \$15 for generic drugs, \$25 for listed brand name drugs, and \$40

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.

181. 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%.
182. 2. Effective July 1, 2012, 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 \$15 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs, and required generic substitution, for a 30-day supply. Mail order co-payments for a 90day 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%.
183. 3. Effective July 1, 2012, employees who enroll in Blue Care POE will also be enrolled in the City's integrated prescription drug program with co-payments of \$10 for generic drugs, \$15 for listed brand name drugs, and \$25 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.
184. c. Dental Plan
185. 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 Flex Dental Plan 2. 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.
186. Dental coverage may not be elected independent of the City's medical coverages.
187. *Section 2. Premium Cost Sharing.*

188. Employee premium cost sharing shall be by payroll deduction and shall be as follows:
189. 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%
190. b. Prescription: Each employee who is enrolled in the prescription plan shall pay 20% of the premium or premium equivalent.
191. c. Dental: Each employee who is enrolled in the dental plan shall pay 20% of the premium cost share or premium equivalent.
192. 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:
193. 1. A flexible spending account, with a five thousand dollar (\$5,000) per plan year limit on medical expense reimbursements; and/or
194. 2. A dependent care assistance plan with a five thousand dollar (\$5,000) per plan year limit.
195. These plans shall be established and administered in accordance with Internal Revenue Code requirements.
196. *Section 3. Life Insurance.*
- a. The City shall provide, without charge to the employee, life insurance coverage in the amount of two (2) times her annual base salary rounded up to the next thousand dollars.
197. b. In addition to the life insurance provided by the City, employees may purchase, at the employee's cost, supplemental life insurance coverage, subject to the following conditions:
198. 1. There must be a sufficient 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.

- The open enrollment period shall be determined by the City; and
199. 2. Supplemental life insurance shall equal the amount of the employee's annual base salary, rounded up to the next one thousand dollars (\$1,000).
200. 3. 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.
201. c. The total amount of insurance proved by the City or purchased by the employee under this Article of the Agreement shall not exceed five hundred thousand dollars (\$500,000).

202. *Section 4. Change of Carrier or Administrator of Plan(s).*

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 I, 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.

203. *Section 5.* 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.

204. *Section 6. Retiree Medical Benefits.*

205. 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, including disability retirement 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.
206. 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.
207. 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.

208. 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.
209. 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 Band 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.
210. 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, including disability retirement, 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.
211. 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 time of Agreement or any successor agreement, as such may change from time to time; provided, however, that the amount of premium cost sharing 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 cost in connection with the provision of such benefits.

212. *Section 7. Retiree Life Insurance.*

213. 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

214. *Section 1. Reimbursement for Nursing License.* The City shall reimburse each Supervisor at the rate of fifty dollars (\$50) annually for the State nursing license fee.

215. *Section 2. Training in Medical Procedures.* In the event that a Supervisor 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.

ARTICLE XIX PENSION

216. *Section 1.* Bargaining unit employees shall have sixty (60) days from the date of the issuance of the arbitration award to elect retirement under the terms of the Nurses' collective bargaining agreement effective through June 30, 2005. The provisions of this Section shall only apply to pension benefits, and specifically excludes retiree health benefits.

217. *Section 2.* 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 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.

218. The provisions of the Pension Ordinance notwithstanding, all employees covered by this Agreement shall not suffer any reduction in their accrued benefits as of the last date prior to the date of the issuance of the arbitration award.

219. *Section 3. Eligibility for Normal Retirement.*

220. Any provision of the said Charter of the City of Waterbury to the contrary notwithstanding eligibility for retirement shall be as follows:

A current participant as of the date of the issuance of the arbitration award and employed prior to December 7, 1995 shall be eligible to retire following twenty-five (25) years of service to the City, regardless of age.

221. *Section 4.* Deferred vested pensioners shall not be eligible for retiree medical insurance.

**ARTICLE XX
DURATION**

222. This Agreement shall be effective July 1, 2010 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.

IN WITNESS WHEREOF, the parties have caused their names and seals to be signed on this _____ day of June 2011.

Connecticut Health Care Associates
National Union of Hospital and
Health Care Employees, AFSCME,
AFL-CIO

The City of Waterbury

Mary Florio, Secretary/Treasurer

Michael J. Jarjura, Mayor

Date

Date

Appendix A
Wage Schedules for Nurse Supervisors

Step	CURRENT	2010	2011	2012
NS1	2009 Rates	Rate @ 0%	Rate @ 2%	Rate @ 2%
1	\$ 60,159.00	\$ 60,159.00	\$ 61,362.18	\$ 62,589.42
2	\$ 61,672.00	\$ 61,672.00	\$ 62,905.44	\$ 64,163.55
3	\$ 63,492.00	\$ 63,492.00	\$ 64,761.84	\$ 66,057.08
4	\$ 65,400.00	\$ 65,400.00	\$ 66,708.00	\$ 68,042.16
5	\$ 67,374.00	\$ 67,374.00	\$ 68,721.48	\$ 70,095.91
6	\$ 69,370.00	\$ 69,370.00	\$ 70,757.40	\$ 72,172.55
7	\$ 71,454.00	\$ 71,454.00	\$ 72,883.08	\$ 74,340.74

221. *Section 4.* Deferred vested pensioners shall not be eligible for retiree medical insurance.

**ARTICLE XX
DURATION**

222. This Agreement shall be effective July 1, 2010 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.

IN WITNESS WHEREOF, the parties have caused their names and seals to be signed on this 6 day of June 2011. *and 7/6/11/mf*

Connecticut Health Care Associates
National Union of Hospital and
Health Care Employees, AFSCME,
AFL-CIO

The City of Waterbury

Mary Florio

Mary Florio, Secretary/Treasurer

[Signature]

Michael J. Jarjara, Mayor

7/6/11

Date

6/14/11

Date