

THE CITY OF WATERBURY, CONNECTICUT

-and-

WATERBURY CITY EMPLOYEES
LOCAL 353, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

BLUE COLLAR UNIT

July 1, 2022-June 30, 2026

TABLE OF CONTENTS

	PAGE
PREAMBLE	2
ARTICLE I RECOGNITION.....	2
ARTICLE II MANAGEMENT RIGHTS.....	4
ARTICLE III UNION SECURITY AND DUES CHECK-OFF	5
ARTICLE IV TRANSFERS, WORK-FORCE REDUCTIONS, PERIODS AND SENIORITY	6
ARTICLE V HOURS OF WORK.....	9
ARTICLE VI MEAL ALLOWANCE.....	18
ARTICLE VII LONGEVITY	18
ARTICLE VIII WORK ASSIGNMENTS.....	19
ARTICLE IX HOLIDAYS	21
ARTICLE X VACATIONS.....	23
ARTICLE XI LEAVE PROVISIONS.....	25
ARTICLE XII GRIEVANCE PROCEDURE	29
ARTICLE XIII SAFETY AND HEALTH.....	32
ARTICLE XIV COMPLETE AGREEMENT.....	33
ARTICLE XV UNION ACTIVITIES	33
ARTICLE XVI NO STRIKE OR LOCKOUT	34
ARTICLE XVII WAGES.....	34
ARTICLE XVIII INSURANCE.....	38
ARTICLE XIX PENSION.....	46
ARTICLE XX DURATION.....	47
APPENDIX A PAY SCHEDULES.....	49
APPENDIX B RESIDENCY INCENTIVE PAYMENT.....	56

PREAMBLE

This Agreement is made by and between the City of Waterbury (hereinafter referred to as the City), and the Waterbury City Employees Local 353 of Council No. 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

ARTICLE I RECOGNITION

¶1 *Section 1.* The City hereby recognizes the Union as the sole and the exclusive bargaining agent for regular, full-time employees and regular, part-time employees in the Blue Collar Division of the City employment for the purposes of collective bargaining with respect to wages, hours and other conditions of employment. Blue Collar Division supervisors, as the term “supervisor” is designated in Section 7-471(2) of the Connecticut General Statutes shall be excluded from the provisions of this Agreement, and in addition, all City employees who are excepted from the definition of “employees” in Section 7-476(2) of the Connecticut General Statutes are also excluded from the terms of this Agreement. The term “employees” or “employee” as used in this Agreement shall refer only to those regular full-time employees, or regular part-time employees who are covered by the bargaining unit referred to herein.

¶2 *Section 2.* The following definitions are applicable to this Agreement:

¶3 a. The phrase “regular, full-time employees” means those employees who are regularly scheduled to work 40 or more hours per week.

¶4 b. The phrase “regular, part-time employees” means those employees who are regularly scheduled to work between 20 and 40 hours per week.

¶5 c. The term “employee” as used in this Agreement shall not include personnel hired only for a specific project, temporary or seasonal personnel. Temporary or seasonal personnel are those employed for not more than six (6) consecutive months, with the exception that golf course personnel may work up to eight (8) consecutive months. The Union shall be notified of the hiring of any temporary or seasonal personnel. A temporary employee(s) shall be let go prior to the layoff of a regular bargaining unit employee doing the same type of work.

¶6 d. The term “Blue Collar Division” as used in this Agreement shall refer to the positions (and the employees who occupy the positions) enumerated in Appendix A attached hereto and made a part hereof.

¶7 The Appendix A List of existing positions, which are included in the Blue Collar Division does not comprehend a method of determining whether or not the following types of position should be included in the Blue Collar Division: (a) new positions or (b) positions which were either seasonal, temporary, or were not regularly scheduled for at least 20 hours per week but which have become occupied by either regular part-time or regular full-time employees. Therefore, the parties agree to the following procedure:

- ¶8 Whenever the City or the Union raises the question as to whether a position described in (a) or (b), above, belongs properly in either the Blue Collar Division, the White Collar Division, or neither Division, then there shall be a discussion of this issue among representatives of the City, the Union and the White Collar Association. When it is determined that the position is a Blue Collar position, the parties shall meet to negotiate the wages for same. Those negotiations shall not delay implementation and/or filling the position and shall determine where the position appropriately belongs within Schedule A.
- ¶9 If this discussion does not resolve the issue satisfactorily, the City, the Union, or the Association may file an appropriate petition with the Connecticut State Board of Labor Relations, pursuant to Section 7-471(a) of the Municipal Employee Relations Act, requesting the Board to determine whether the position or positions in issue belong properly within the bargaining unit.
- ¶10 e. The term “competitive division” shall refer to those terms as used, and defined, in the Waterbury Civil Service Rule and Regulations.
- ¶11 f. The term “in pay status”, as used in this Agreement shall mean, and describe, the situation which occurs when an employee is receiving compensation, including Workers’ Compensation, from the City.
- ¶12 g. The term “fiscal year” as used in this Agreement shall mean that 12-month period which is embraced in the City of Waterbury’s current fiscal year; that is July 1 of a given calendar year through June 30th of the next succeeding calendar year.
- ¶13 *Section 3.* Prior to the announcement of examinations for competitive jobs, for any new or changed job or classification, the City, by the Human Resource Department, will notify the Union, in writing, of the pay grade assigned to such job and shall supply the Union with a copy of the proposed Job Specification. If the Union, through its President, feels that the job is improperly slotted in the Pay Grade assigned because of the relative skills, education, physical effort, or because of other reasons, of the new or changed job as compared to other jobs in the grade to which such new or changed job is assigned, the Union President may request a meeting with the Director of Human Resources to discuss the Union objections to the Pay Grade assigned to such job. If the Union objects to the decision of the Human Resource Director, it may file a Grievance hereunder and process it in accordance with the Grievance Procedure hereof. However, any arbitrator hearing such grievance shall have the power to determine whether the job is assigned to the proper pay grade and shall not have the power to reclassify the job to another grade.
- ¶14 If, after an arbitrator has held that such job is improperly slotted, the parties are unable to agree on the pay grade to which the job should be assigned, the matter shall be resubmitted to the same arbitrator and such arbitrator shall have the power to assign the job to a particular labor grade. Any rate adjustment shall be effective the week following the final award of the arbitrator.
- ¶15 Within sixty (60) days of the date of issuance of this Agreement, the City shall provide each employee a copy and the Union President at least fifty (50) copies of this

Agreement. The City shall provide each new employee, when hired, a copy of this Agreement.

ARTICLE II MANAGEMENT RIGHTS

- ¶16 *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:
- ¶17 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 issuing 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;
- ¶18 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);
- ¶19 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;
- ¶20 d. the right to determine work schedules including the right to change the regular workweek, 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 follow the procedure set forth in Article V of this Agreement concerning changes in work schedules and shall give employees at least two (2) weeks notice of a change in their work hours, except in the case of an emergency;
- ¶21 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;
- ¶22 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;
- ¶23 g. the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- ¶24 h. the right to discontinue services, positions, operations or programs in whole or in part;

- ¶25 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.
- ¶26 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, but the manner of exercise of such rights may be subject to the grievance procedures described in this Agreement.
- ¶27 *Section 2.* In the event that the City decides to exercise its right to subcontract bargaining unit work that will result in layoffs, the City shall require in its request for proposals or bids on such work that the contractor:
- ¶28 a. offer available work, to bargaining unit employees who are qualified to perform the work;
- ¶29 b. recognize and bargain with the Union over the terms and conditions of employment for bargaining unit employees who are hired;
- ¶30 c. pending completion of negotiations with the Union offer to bargaining unit employees hired a package of wages and benefits (other than pension benefits) that is comparable as a whole to that provided by the City prior to the subcontracting.
- ¶31 This provision may be reopened in the event that its provisions have impeded the City's management right to subcontract work as provided in Section 1. If the parties cannot reach agreement, the dispute shall be subject to interest arbitration.
- ¶32 Notwithstanding the provisions of Section 2 to the contrary, in the event the City decides to form a Water Authority, all current and future employees employed in the Bureau of Water and covered under this Agreement will remain City of Waterbury employees on lease to said Authority. All rights under this and future Agreements will be given to said lease employees.
- ¶33 *Section 3.* 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.

ARTICLE III UNION SECURITY AND DUES CHECK-OFF

- ¶34 *Section 1.* All employees covered by this Agreement shall have the option to become and remain members of the Union in good standing or pay an agency service fee, if so offered by the Union in its discretion. The Union agrees to defend and hold the City harmless as a result of any action the City is required to take as a result of any written notice given it by the Union hereunder.

- ¶35 *Section 2.* The City agrees to deduct from the paycheck of each employee who has signed an authorization payroll deduction card a sum certified in proper form in writing by the Local Secretary or other authorized official of the Union within the range of amounts set forth on said card, which are Union dues or agency service fees. The Union will notify the City of changes in union dues at least 30 days prior to the effective date of the change. The City will implement said change in the pay period following the expiration of the 30 days' notice. The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union.
- ¶36 *Section 2(a).* These deductions will be made in accordance with the pay cycle and payment will be remitted to the Union in accordance with the pay cycle.
- ¶37 *Section 2(b).* In the event that an employee receives no pay on the payday on which Union dues or agency service fees are scheduled to be made, arrearages shall be collected in the following week unless the union and the City agree to an alternative repayment schedule.
- ¶37A *Section 2(c).* Each quarter the Employer will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by bargaining unit: Last name, First Name, Middle Initial, Hire Date, worksite location, home address, and work email. The Employer shall furnish to the Union a report showing all personnel transactions adding to or deleting employees to all departments represented by the bargaining unit.
- ¶37B *Section 2(d).* All new hires which are represented by the bargaining unit, within thirty (30) days of their start date, shall be released from work, for forty-five (45) minutes without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

ARTICLE IV
TRANSFERS, WORK-FORCE REDUCTIONS, PROBATIONARY
PERIODS AND SENIORITY

- ¶38 *Section 1.* Seniority as used in this Agreement is defined to describe the total length of an employee's most recent period of continuous service with the City, subject to the recall rights prescribed herein.
- ¶39 *Section 1(a).* Where a department consists of one or more bureaus, then for the purpose of this Article, the term "bureau," may be substituted for the term "department" in order to effect the purpose of the Section.
- ¶40 *Section 2.* The City through the Human Resource Department will furnish the Union, through its President, annually, during the month of January, with a seniority list showing each employee's seniority, or upon the request of the Union President.

- ¶41 *Section 2(a)*. These lists shall be simultaneously forwarded by the Human Resource Department to all applicable departments and posted on the bulletin boards. Any employee who feels that there is an error in his seniority date as shown on the list must present his facts to the Human Resource Director substantiating his position within ninety (90) calendar days of the date of the posting. If the Human Resource Director finds error in the employee's seniority listing, the said Director shall take all necessary means to correct this error. If no objection is raised, the date on the list will be presumed to be correct.
- ¶42 *Section 3*. Where there is lack of work in a department and an employee is transferred, in lieu of layoff, to another department, he shall continue to accrue seniority in the department from which he was transferred, if and only if, he is immediately transferred (in lieu of layoff) to that other department. Such transfer shall be affected pursuant to the Civil Service Rules and Regulations, as amended from time to time.
- ¶43 *Section 3(a)*. In cases of transfers for reasons other than in lieu of layoff, seniority (as defined in Section 1 hereof) shall continue to be accrued by the employee.
- ¶44 *Section 4*. Promotions in the competitive division shall be in accordance with the Civil Service Rules and Regulations as may be amended by the Civil Service Commission. A copy of any proposed amendment of the Civil Service Rules and Regulations shall be forwarded to the president of the Union by the Director of Human Resources. Promotion shall be defined in accordance with the Civil Service Rules and Regulations, as may be amended from time to time.
- ¶45 *Section 4(a)*. Announcements of examinations shall be posted on designated bulletin boards and also sent to the Stewards of record.
- ¶46 *Section 4(b)*. Promoted employees and employees moving to a higher pay grade will be placed on the step that is closest to, but not less than a 5% increase from their previous rate of pay.
- ¶47 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.
- ¶48 *Section 5*. The City shall give an employee written notice of layoff at least thirty (30) calendar days prior to the proposed effective date of the layoff.
- ¶49 *Section 5(a)*. In the event of the necessity to reduce the work force, the employee in the classification where work must be curtailed, who has the least seniority, shall be laid off first unless the department head or the bureau head, as the case may be, decides he can use him in another classification. Seniority shall prevail only to the extent that the remaining employees shall be fully able and qualified to perform the remaining available work in that department, bureau or classification.
- ¶50 *Section 5(b)*. An employee shall be allowed to make lateral and downward bumps (monetarily) in his/her department.

- ¶51 Section 5(c). An employee shall have city-wide bumping rights within classification only. The laid off employee bumps first to a vacancy and if no vacancy exists, then to the position of the least senior person in the classification. For the purpose of this section, a vacancy shall refer to a budgeted vacant position, as determined in the sole discretion of the City.
- ¶52 *Section 6.* An employee who is laid off pursuant to Section 5(a) hereof shall have recall rights, in the order of seniority among laid-off employees, to a position which thereafter becomes available if he meets the job and employment requirements of the laid off position at the time of recall/rehire, as determined by the Human Resource Director. Recall rights shall be applied as follows:
- ¶53 a. In the classification from which he was laid off.
- ¶54 b. In any other classification in which he had previously performed the work satisfactorily.
- ¶55 c. In the bureau from which he was laid off, provided no other laid-off employee has superior rights under Sections 6(a) and (b).
- ¶56 d. In the department from which he was laid off, provided no other laid-off employee has superior rights under Sections 6(a), (b), (c), and (d).
- ¶57 e. Anywhere in the Blue Collar Division, provided no other laid-off employee has superior rights under Sections 6(a), (b), (c), and (d).
- ¶58 f. A laid-off employee may refuse any job offer to which he is entitled under Sections 6(b), (c), (d), or (e). In this event, however, the City is obligated to only recall him to an opening in the last classification he held prior to layoff.
- ¶59 *Section 7.* Recall rights shall continue for a period of two (2) years from the date of layoff or for a period equal to an employee's seniority at the time of layoff, whichever is shorter.
- ¶60 *Section 8.* New employees shall work a probationary period of 9 months.
- ¶61 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.
- ¶62 *Section 9.* Promoted employees shall work a probationary period of 6 months. A promoted employee shall have recourse to the grievance procedure concerning his non-qualification of the probationary promoted position provided that the Union shall have the burden to show that the non-qualification was arbitrary, capricious or discriminatory. A promoted employee who fails to qualify in the new (promoted) position shall be given the opportunity to return to his former position with the same amount of seniority he held in that position at the time of his promotion to the new,

probationary, promoted position. (The seniority provision of this section shall not apply to a probationary employee who fails to qualify in the promoted position and who returns to his former position, if he was also a probationary employee in that former position.)

¶63 *Section 10.* The City may extend the probationary period set forth in Sections 8 & 9 of this Article in an amount up to the amount of lost time during the first 9 months for new hires and 6 months for promotions. The city and the union may mutually agree in writing to extend an employee's probation for up to an additional six (6) months. For purposes of this provision, "lost time" shall be defined as an extended period of time during which the probationary employee is unable to perform in a full-duty capacity.

¶64 *Section 11.* An employee shall lose seniority status if:

¶65 a. He is discharged for just cause.

¶66 b. He is laid off for a period in excess of his recall rights.

¶67 c. He quits or retires.

¶68 d. He is absent without valid reason for three (3) consecutive working days.

¶69 e. He fails to report for work, within ten working days from recall from layoff unless he indicates that he does not want the work offered.

¶70 *Section 12.* For purposes of layoff for any of the reasons enumerated in Section 5(a) hereof, Union Executive Board members, the Grievance Chairman and twelve (12) stewards Citywide shall be considered to have top seniority in the department to which they are assigned provided that they have the ability to perform the work. Within the first two (2) weeks in January of each year, the Union shall submit the list of the twelve (12) stewards with top seniority to the Department of Human Resources.

¶71 *Section 13.* The provisions of the Civil Service Rules and Regulations shall be applied to voluntary demotions.

ARTICLE V HOURS OF WORK

¶72 *Section 1. Work Schedules.*

¶73 a. The City retains the right to amend, alter and change work week schedules. An employee's hours of work per day and/or per week may be scheduled or rescheduled by the City. Nothing herein shall be construed as guaranteeing employees specific hours per week nor shall it be construed to limit the City's right to establish additional shifts during the regular work week (Monday through Friday) nor its right to maintain a non-standard work schedule (other than Monday to Friday) at any City department.

¶74 b. The City shall post on employee bulletin boards in each department or division the regular work week schedule(s) for that department or division. For this purpose, "work

week schedule” is defined to mean the designated starting and stopping hours within a day, and days per week which a given employee(s) or position(s) is/are scheduled for work.

- ¶75 c. The City may change any work week schedule to meet emergency situations, as determined by the Mayor. Such temporary change shall not be effective for a period in excess of four (4) work weeks unless the City and the Union mutually agree to extend the four-week limit. For the purpose of this provision, regular snow removal and sanding operations shall not be considered an emergency.
- ¶76 d. Long-term changes in any work week schedule may be made by the City, but shall not become effective until the following procedure has been followed:
- ¶77 1. The City shall notify the Union of the proposed change.
- ¶78 2. Within seven (7) days of such notice, the City and the Union shall meet to discuss the proposed change, the reason for the change and any concerns that the Union has regarding the effect of the change on employees.
- ¶79 3. If, following such meeting, the Union objects to implementation of the schedule change, the Union shall notify the City of the objection and the reason for the objection, in writing within two (2) days of the meeting referenced above.
- ¶80 4. The dispute over the schedule change shall be immediately submitted to expedited interest arbitration, to be conducted before an arbitration panel consisting of a City representative, a Union representative, and a neutral arbitrator who is mutually agreed upon by the City and the Union. The arbitration panel must hear and decide such dispute within seven (7) calendar days of the submission. Any review of the schedule change shall be limited to the issue of whether the City’s decision to change the workweek schedule was arbitrary or capricious. The decision of the arbitrators shall be in writing and shall be binding upon the City and the Union. During the period required for arbitration, the change in schedule shall not go into effect.
- ¶81 5. Following the decision of the arbitrators, if there is a change in work schedule, the change shall be posted in the applicable Department or Division.
- ¶82 e. Employees are entitled to a twenty-minute paid meal break and two 10-minute break. Breaks shall be taken in accordance with the schedule approved by management. However, no breaks will be allowed at the start or the end of any shift.
- ¶83 f. Notwithstanding Section 1(a) above, all food service employees will work their regularly scheduled shift on all days when lunch is served.
- ¶84 *Section 2. Premium Overtime.*
- ¶85 Premium overtime, which is defined to mean payment of one and one-half times the employee’s regular, straight-time, hourly rate, shall be paid to regular full-time and part-time employees for work performed in excess of a normally scheduled eight (8) hour day or forty (40) hour week, except that Cafeteria workers shall be paid premium

overtime for work performed in excess of a normally scheduled seven (7) hour day or thirty-five (35) hours in a week.

¶86 There shall be no duplication or pyramiding of premium overtime under the provisions of this Agreement.

¶87 Notwithstanding the provisions of this Article, no premium overtime shall be paid for hours worked that are less than eight in any one day or forty (40) in any one week except for Cafeteria workers who work a thirty-five (35) hour work week or Refuse Collection Crews whose schedule is set forth in Section 3 hereof.

¶88 For the purpose of this Section “hours worked” shall include only hours actually worked and hours for which the employee is on approved paid leave other than sick leave or workers’ compensation/injury leave.

¶89 *Section 3. Refuse Department.*

¶90 a. The basic work day for Refuse Department Crews shall be on an incentive basis and shall be the time required to complete the route assigned for the day, to include washing and routine maintenance of departmental equipment, and during the period November 1 through April 1, plow hooking and chaining.

¶91 b. A refuse employee arriving between twenty (20) and sixty (60) minutes after start time will be permitted to work but paid only for his actual hours worked and shall not be eligible for incentive pay. A refuse employee who fails to report to work within sixty (60) minutes of start time will be considered absent without leave and will not be paid for the day.

¶92 c. For the duration of this Agreement, the following provisions shall apply:

¶93 The size (roster) of the Refuse Collection crews, the number of routes, and the place of pickup (front yard, back yard, side yard, or curbside or some combination thereof) shall be determined by the City. The Refuse Collection crews will be paid on a basis of five (5) day, forty (40) hour week (it being understood that the work day is the incentive system alluded to in Sections 3(a) and 3(b) hereof). In any given workweek, Monday through Friday shall be the regularly scheduled workdays for Refuse Department crews. In the event there is a holiday or postponement of refuse collection due to inclement weather, the City has the right to adjust the work schedule to include Saturday as a regular work day.

¶94 It is agreed that if the refuse collection process must be accomplished on a Saturday because of a snowstorm or inclement weather then payment for that Saturday work shall be based upon the premium overtime rate of time and one-half pay for the number of hours worked with a minimum of twelve (12) hours pay.

¶95 The Union agrees that recycling material and bagged grass and leaves which result from normal lawn mowing of the Spring, Summer and early Fall shall be picked up as part of the regular recycling program, provided proper receptacles are placed in front of the property by the property owner.

¶96 The City reserves the right to schedule incentive pay employees for training sessions/meetings during their regular 8-hour work day. Employees shall be paid for actual hours worked, including time spent in training/meetings, but in no event shall such payment be less than 8 hours of pay.

¶97 d. Due to the increasing complexity of State regulations regarding solid waste, advances in technology, and in order to provide services efficiently and effectively, the City reserves the right to determine the number of refuse employees hired in each classification, the number of pieces of equipment to be on the road at a given time and materials to be picked up on any given collection day.

¶98 *Section 4. Snow Plowing.* If any employee is requested to perform snow-plowing operations during a day which is a regularly scheduled work day and said snow-plowing operations are performed during the hours that the said employee is normally scheduled to work, then the employee shall receive this regular hourly pay at straight time rates for the time that he is engaged in said snow-plowing operations during his normal scheduled hours. The employee will be entitled to premium overtime rates if, and only if, he is required to engage in said snowplowing operations either prior to the commencement of, or subsequent to the termination of, his normally scheduled hours for that work day. Refuse Department employees, whose normally scheduled work day is on the incentive basis, may be held over on snow removal standby until the end of their eight (8) hour shift, without the payment of premium overtime, as a contingency, whenever the arrival of a snow or ice storm is considered imminent (within four hours), during the period between November 1 through April 1, provided such employee is designated to drive. Call-ins for contiguous hours worked before the shift shall be paid actual hours worked.

¶99 *Section 4b.* In order to augment and supplement personnel normally assigned as part of their jobs to snow operation, all applicable departments will generate a list of qualified employees interested in performing snow removal duties. This list will be completed prior to November 1st of each year and will encompass all interested employees whose job specifications do not include snow removal. A separate list denoting routine and regular overtime hours, other than the list for snow removal, shall continue to be maintained in each department. Said snow removal overtime list shall be subject to the method of distribution of overtime as expressed in Section 5. These employees are subject to the provisions of Article V, section 7 below.

¶100 *Section 5. Distribution of Overtime.*

¶101 a. Opportunity for premium overtime work shall be equally distributed among employees, by job title, within a Department or Bureau or school or within the Parks. Each Department shall keep a continuous record of the overtime worked or offered for each employee by classification, who has indicated an availability to work overtime. Such record shall be posted at least once a week. The opportunity for premium overtime work shall be offered to those employees who have indicated such availability to work overtime and who are qualified to perform such work when the overtime work is required

¶102 The granting of premium overtime work opportunity during any fiscal year to a given employee (Employee A) who has more than twelve (12) hours of charged overtime work and of work at premium overtime rates in his overtime record, in excess of another employee (Employee B) in Employee A's classification and in Employee A's department or bureau or school shall entitle Employee B to payment, at premium overtime rates, for the hours worked by Employee A, provided Employee B has also expressed an availability to work overtime and was not offered the overtime work opportunity by the department head.

¶103 Any employee shall be charged in his overtime record with overtime work for the purpose of this section, if such overtime work is offered to him but not accepted by him. An employee who has indicated his availability for overtime work and who has been called shall be charged with the average overtime worked by employees in his classification for the instance he was not available.

¶104 Any employee refusing unscheduled overtime two (2) times during a three (3) month period from November 1st through April 30th shall be removed from the overtime list for his department for a period not to exceed three (3) months. During such period, he shall be considered not available for overtime work except for emergency overtime work as defined in Section 7, and shall be charged with the average overtime worked by employees in his classification during the period of removal from the overtime list. The parties agree that a department head and Union representative may agree to continue the present practice of utilizing a period of time greater than twelve (12) hours as the base for entitling an employee (e.g., Employee B) for payment of worked premium overtime pursuant to the provisions of this Section.

¶105 The parties further agree that in the event an employee is absent from work (because of the employee's exercise of his Article X or Article XI rights or because the employee is on leave without pay) on a given day on which, or during which, premium overtime work opportunity occurs, then that employee shall be called concerning the overtime work opportunity (unless that employee notified his department head in writing that he does not want to be called during the time he is exercising his Article X or Article XI rights, or during the time that he is on leave without pay), and, in any event, that employee will be charged with the average overtime worked by employees in his classification for each instance he was not available (while in the exercise of his said Article X or Article XI rights or because he was on leave without pay).

¶106 f. No employee absent on authorized funeral leave shall be called in for, or charged for, overtime. No employee who is receiving Workers' Compensation weekly payments shall be called concerning overtime work opportunity and, upon that employee's return to work, he shall be brought up to the high man's hours in that classification with his department or bureau or school for purposes of overtime work opportunity.

¶107 g. Upon request of the Union or the steward assigned to the department or bureau, the department head shall furnish to the steward a copy of the most recent record of overtime worked or offered.

- ¶108 h. All new employees in a classification, or employees who are transferred to another department or bureau or school to a position within their same classification, will be brought up to the high man's hours in that classification within that department or bureau or school. An employee newly hired into the Blue Collar Unit will be ineligible for overtime work opportunity for forty (40) working days. An employee transferring from one classification into another classification will be ineligible for overtime work opportunity until that employee has twenty (20) working days in his new classifications. When the said newly hired employee completes his said forty (40) working days and when the said transferred employee completes his said twenty (20) working days in his new classification, that employee will then be brought up to the high man's hours in that classification within his department or bureau or school for purposes of overtime work opportunity. In the event that no other employees are available for an overtime work opportunity, the restrictions set forth in this subsection may be waived in the discretion of the newly hired and/or transferred employee's Department Head or said Department Head's designee.
- ¶109 i. Notwithstanding the prior provisions for equalization of overtime, it is agreed that refusal of overtime will not be charged to Union officials when they are unavailable to work overtime because they are engaged in Union business of which their supervisor had been given prior sufficient notice.
- ¶110 *Section 6.* Premium overtime work opportunity is not to be construed as the work to which seasonal and/or temporary personnel are assigned on a regular schedule even though such schedule may be outside the regular work week or day of the employees covered by this Agreement.
- ¶111 *Section 7.* Employees refusing to report for emergency work shall be subject to discipline unless the failure to report for such work is based on an acceptable reason approved by a supervisor, who may require supporting documentation from the employee to establish his/her reason for failing to report. Emergency shall be defined as a serious situation or occurrence that happens unexpectedly and demands immediate action as determined by the Mayor. An integral part of the City's responsibilities to its citizens is to provide safe streets which are well plowed and sanded after snow and ice and to provide safe access to City property and public facilities after snow and ice; therefore, for purposes of this Section, this work is emergency work. This example is not intended to exclude other types of emergency work that may arise, including, for example, emergency work within the Police Department. Disputes over the provisions of this Section shall be subject to the Grievance Procedure of Article XII herein.
- ¶112 *Section 8. Lead Custodians.* Since the lead maintainer of each school is required by his job specification and by the directive of the School Inspector to "check" for vandalism, proper functioning of heating and electrical system and the like, the school building to which he is assigned on each Saturday, Sunday and holiday, the City agrees to pay each such lead maintainer (or in his absence the other lead maintainer in the designated school or a designated assistant) who performs this work assignment the greater of the following: (a) a minimum of two times his then hourly rate, provided the said lead maintainer performs a safety check and other required work at his school on the given Saturday, Sunday or holiday for at least one hour's duration, throughout that day; or (b) the number of hours so worked on that given Saturday, Sunday or holiday at the

appropriate premium rate of pay. If the lead maintainer or designee is monitoring an “outside activity” (as defined in said Section 12) and scheduled to perform a building check at a given school on any given Saturday, Sunday or holiday, then the lead maintainer shall perform the “building check” work prescribed by this Section during the time period which is not less than one and one-half hours before the commencement of the outside activity or not less than one-half hour subsequent to the scheduled termination of the said outside activity. If the head custodian (or the maintainer designated to perform the building check) is not monitoring an outside activity at the same time he is scheduled to perform a building check on a Saturday, Sunday or holiday, then the building check may be performed at the same time that an outside activity is being monitored by a different maintainer.

¶113 *Section 9. Shift Differential.*

¶114 a. A shift differential of \$.50 per hour shall be paid for employees working either the second shift or the third shift as defined herein. For purposes of this section, first shift shall be defined as any scheduled tour of work which is scheduled to begin between 6 a.m. and 11 a.m. For the purposes of this section, the term “second shift” shall be defined to mean a scheduled tour of work which is scheduled to begin after 11 a.m. but not later than 5 p.m.; the term “third shift” is defined to mean a scheduled tour of work which is scheduled to begin between the hours of 10 p.m. and 1 a.m. The parties further agree that an employee who is normally scheduled to work either the second shift or the third shift shall receive the shift differential prescribed herein only if he actually works on that shift and shall not be paid the shift differential for periods of time in which he is otherwise in pay status but is not actually working.

¶115 b. The parties further agree that an employee shall receive the shift differential prescribed by this Section only if he is regularly scheduled to work and does so work the second or third shift and shall not receive the shift differential in addition to any premium overtime pay in the event that he is regularly scheduled to work a given shift and then works overtime into another shift; the additional work performed on the “other shift” shall be paid in accordance with the premium overtime requirements prescribed by this Article and based upon the employee’s regular rate of pay and not upon the regular rate of pay plus a shift differential.

¶116 c. If a second or third shift employee is asked to work the first shift temporarily and for the convenience of the City, he shall be paid his shift differential for all hours worked on the first shift.

¶117 *Section 10. City Attendance Policy.* Employees shall be subject to the City’s Attendance Policy. The existing department policies regarding attendance shall remain in effect until the effective date of the City’s Attendance Policy.

¶118 *Section 11.* Except for the custodians (or other school department bargaining unit employees) who are called back to work to perform the cleanup work and overseeing work in regard to “outside activities” (for the definition of which, see Section 12 hereof), any employee recalled to work after having completed his regularly scheduled work shift and having gone home shall be paid the greater of the following alternatives:

- ¶119 a. Four (4) hours at his regular hourly rate of pay (it being understood that the City may require an employee to remain at work up to two and one-half (2½) hours; or
- ¶120 b. The actual hours worked multiplied by the appropriate rate.
- ¶121 *Section 12. Outside Activity.* The following rules and formula shall apply to custodians (or other school department bargaining unit employees) who perform “outside activity” work.
- ¶122 a. Per the rules of the Board of Education, a custodian (or other bargaining unit member) must “clean up” the portion of the school building utilized by the group engaged in the “outside activity” before that group’s arrival and after that group’s departure from the school building and, in the interim, the custodian is required to oversee generally the activity of the group (for the purpose of protecting the school building and property but not of supervising the activity) while the group utilizes the room(s) or given portion of the school building. Custodians performing “outside activity” work may also be assigned other normal cleaning duties within the building.
- ¶123 b. For purpose of this section, the phrase “outside activity” shall be defined to include the following situation: The “outside activity” is an activity by a group of people (students, non-students, adults or any such group, including promoters of entertainment and commercial events) who receive permission from the Board of Education to use and who do use, a room or a group of rooms or a portion (e.g. gymnasium or pool) of a given school building during hours that school is not in session on any given day. It is specifically agreed that activities directly related to school functions such as school Board meetings, negotiation sessions, practice sessions for school teams, school clubs, after school programs and other school connected matters, including Adult Education Program and activities, in which students and teachers are involved during hours that school is not in session do not constitute an “outside activity” for the purpose of this section. It is further agreed, however, that official school basketball games, football games, swimming meets or baseball games and the like which occur on the school premises and in which game the school team engages in that sporting activity with another school team and at which game the public is invited to attend does constitute an “outside activity” for the purpose of this section.
- ¶124 c. The chief custodian who receives the building check allowance of Article V, Section 8(a) shall be eligible for the outside activity payment, per the provisions of this section, on a Saturday, Sunday or holiday, only when he is the low man on the overtime list.
- ¶125 d. A custodian (or other bargaining unit employee) shall be compensated for “outside activity” work, as heretofore defined, in the following fashion.
- ¶126 e. It is agreed that if the “outside activity” group is scheduled to arrive prior to, or at the time of, the end of the day custodian’s shift then the payment for “outside activity” work, as hereinafter set forth, shall not include any time that the custodian does the “clean up” work prior to the group’s arrival. Payment for “outside activity” work to the custodian shall only be for those hours which are beyond the normal scheduled work shift of that custodian.

¶127 f. The payment formula for “outside activity” work shall be on the basis of premium overtime payment with no minimum guarantee; e.g., if the custodian works two hours beyond his normal scheduled shift on a given day in outside activity work, then he will be paid for three hours work at his regular scheduled hourly rate; if he works ½ hour of “outside activity” work, he will be paid at the rate of ¾ of an hour’s work at his regularly scheduled hourly rate; if he works six hours of “outside activity” work on a given day, he will be paid for nine hours work at his regularly scheduled hourly rate.

¶128 g. It is further agreed that in the case of some K-5 and/or K-8 schools with a significant amount of outside activity and in which there are staggered shifts so that one custodian may be assigned to an 11:00 a.m. to 7:00 p.m. shift then that custodian would be given the first opportunity to “work” the outside activity which is scheduled to begin at 7:00 p.m. or 7:30 p.m. or 8:00 p.m. and the “day shift” custodian would be given the opportunity to work any outside activity between the close of school and 7:00 p.m. The City expressly retains its managerial right to determine the appropriate number of custodians, if any at all, to cover “outside activity” work. Notwithstanding the Board’s discretion, the Board shall call in a custodian anytime an outside activity or combination of outside activities is scheduled for four or more consecutive hours in a K-5 and/or K-8 school. The custodian shall be called in to work a minimum of one-half of the hours scheduled for such outside activity(ies).

¶129 h. If, in any given school building there is scheduled an outside activity for a Saturday, Sunday or holiday, then the custodian who is normally scheduled to work the afternoon shift in that school building will receive the first opportunity to perform the outside activity work on these days on the basis of the low man on the overtime list being given the first opportunity for the outside activity work. The custodian will be compensated in accordance with the basic formula prescribed in subparagraph A; that is the number of hours worked in connection with the outside activity at premium overtime rates. Thus, if a custodian works four hours in connection with an outside activity on a given Saturday, Sunday or holiday, he will be paid six hours pay at his regularly scheduled hourly rate. In the case of the smaller K-5 and/or K-8 schools which have only two custodians, (a “day man” (who is the head custodian) and an afternoon man), if the afternoon man refuses the outside activity overtime opportunity for a Saturday, Sunday or holiday, then the head custodian will receive the “building check payment” prescribed by Article V, Section 8(a) hereof and the payment provided herein for the “outside activity” work provided he performs the “building check” work during the time prescribed by said Section 8(a).

¶129A *Section 12. On-Call.* Employees may be required to serve “on-call” during unscheduled work hours (e.g., weeknights and weekends) based on the operational needs of the department or bureau. The City may designate up to three (3) employees to be assigned to on-call status at the Water Department. Employees assigned to on-call status shall be paid thirty-five dollars (\$35) per weeknight (Monday-Thursday) and/or forty-five dollars (\$45) for Friday night and for Saturdays and Sundays. Employees assigned to on-call shall be expected to respond to calls.

Each on-call employee shall be assigned a vehicle to use while in on-call status. The low overtime employee in each classification shall be offered the on-call assignment each weekday with the exception of paid holidays. Management will replace the employee with another employee on the rotation list. A list of employee overtime usage will be shared upon request. An employee who has a personal conflict for an on-call assignment should exercise his/her best efforts to secure a replacement employee to serve on-call in his/her place, but in the event that a replacement cannot be secured, he/she shall inform management of the conflict and management will attempt to replace the employee with another employee on the rotation list or otherwise assign coverage.

Each employee will be charged one (1) hour overtime for each day of on-call status. Employees will be charged two and one half (2½) hours or actual time worked (whichever is greater) for each call-in. If an employee is called into work he/she will be paid a minimum of four (4) times his/her hourly rate of pay, or his/her actual hours of overtime worked, whichever is greater. On-call provisions shall not replace or overrule specific language concerning employee availability and assignment for snow plowing and snow removal work.

ARTICLE VI MEAL ALLOWANCE

¶130 *Section 1.* A meal allowance at the rate of twelve dollars (\$12) per meal shall be provided for those employees who are requested to work beyond their normal scheduled work hours, or who have been recalled to work subsequent to the end of their normal work day, or who have been called into work during a day that is not a normal scheduled work day for that employee. Employees will be entitled to meal allowances as follows:

¶131 First meal allowance after working four (4) hours beyond the normal shift; additional meal allowance for each six (6) hours of work beyond the first meal allowance period unless the employee has been notified at least 8 hours prior to the time that he was requested to perform the work in question. In such instance no meal allowance will be paid.

¶132 *Section 2.* Meal allowances shall be paid on a uniform basis to the extent feasible, on a given pay day the following month.

¶133 *Section 3.* In the event meals are furnished, no meal allowance will be paid.

ARTICLE VII LONGEVITY

¶134 *Section 1. Employees Receiving Longevity Prior to December 20, 2001.*

¶135 Employees who were receiving longevity prior to the effective date of the 2001-2005 Agreement (i.e., December 20, 2001) shall continue to receive longevity with the amount frozen at the last longevity amount received pursuant to the schedule attached

hereto as Appendix B. There shall be no further increases in any employee's longevity amount for the duration of his/her employment.

¶136 Such employees shall become eligible for a longevity payments on January 1st of each calendar year, and the City shall pay longevity in the first pay period in December of each calendar year.

¶137 *Section 2. Employees Not Receiving Longevity Prior to December 20, 2001.*

¶138 No current or future employee who was not receiving longevity pay prior to December 20, 2001 shall become eligible for or receive any longevity pay.

ARTICLE VIII WORK ASSIGNMENTS

¶139 *Section 1.* 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.

¶140 *Section 2.* In all cases of determining an employee's qualifications for a job assignment, the final judgment rests with the City. Any employee deemed unqualified shall be entitled to hear, with or without the presence of a Union Representative as he may desire, the reasons why he has been adjudged unqualified. Except in the case of a work assignment which involves voluntary demotion (see Article IV, Section 14 hereof) an employee who feels that his qualifications for the work assignment have not been completely or thoroughly ascertained may have recourse to the Grievance Procedure, prescribed in Article XI hereof.

¶141 *Section 3.* Subject to the provision of Article V hereof, it is the intent of the City to offer premium overtime work opportunity for required overtime work for employees in their Department in their classification provided that they are fully qualified to perform the required work and provided further that in those situations in which the unique requirements of the specific job assignment require that the employee who has been performing the job assignment should complete that particular assignment, then in this latter case that employee (Employee A) and not the employee (Employee B) on the Article V, Section 5(a) overtime list, should be given the first opportunity for such overtime work. However, if the said specific job assignment should require Employee A to work more than 8 hours beyond the regularly scheduled termination time of his work shift, then said Employee B shall be given the opportunity, per the provisions of Article V, Section 5(a) hereof, to replace Employee A on the said specific job assignment.

¶142 *Section 4. Work in a Higher Classification.* When working in a higher classification outside a bargaining unit, the employee will receive the minimum of the rate of the higher classification provided it gives them at least a 5% increase from their previous rate of pay. An employee assigned to a higher classification within the bargaining unit shall receive the pay for the step closest to, but not less than, their previous base rate of pay, provided it gives them at least a 5% increase from their previous rate of pay. This section shall only apply after the employee has worked five (5) days in the higher

classification within the previous three (3) years and provided that the said employee performs the work required by the job specifications of this said higher classification during the period of time that he is assigned to said higher classification. An employee working in a long-term assignment in a higher classification, for a minimum of three (3) consecutive weeks, shall be entitled to paid leave at the higher classification rate of pay, beginning in the 4th week of any long-term assignment.

- ¶143 *Section 5. Use of Supervisory Foremen.* The City further agrees that no department shall utilize supervisory foremen (who are members of another, or no, bargaining unit) to perform services which are normally regular duties of the Blue Collar Division members except in the case of an emergency or when the foremen are training individuals for a particular position or demonstrating the proper way to perform the work or except when the performance of all or part of the work by the foremen is necessary to the continuance of the work which a given foreman supervises; in which latter event an attempt will be made to obtain a Blue Collar Division employee as a replacement to perform such work.
- ¶144 *Section 6. Assignment, Transfer or Demotion to Another Classification.*
- ¶145 a. An employee assigned by the City, for the convenience of the City, to a classification lower than the classification to which the employee had been assigned shall receive no reduction in pay.
- ¶146 b. If an employee is transferred to another classification, in lieu of layoff, he shall receive the rate of pay for the step that is closest to, but not greater than his previous rate of pay, for the classification, to which he is transferred
- ¶147 c. An employee assigned to a lower classification, as a result of lack of work in his own classification, shall receive no reduction in pay for the first fifteen (15) consecutive work days of continuous service in the new classification. 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.
- ¶148 d. An employee who is demoted voluntarily shall be reduced to the step and rate of pay for the classification to which he is demoted that is closest to, but not greater than, his previous rate of pay.
- ¶149 *Section 7.* A bargaining unit employee having seniority in a specific classification in his/her department shall be granted preference in shift assignment in his/her respective classification when a position opens up in his/her classification in his/her department.
- ¶150 *Section 8.* Any member of the Refuse Collection Crews who has been in pay status as a Refuse Collector, Chief Collector or Refuse Collection Driver for five (5) years or more and who attains the age of thirty (30) years shall, if he so requests, be assigned to the preferential transfer list by the Director of Human Resources. As jobs become available, these employees shall be given prior consideration for transfers to the openings before new employees are hired. This provision represents a recognition by the City of the physical requirements of Refuse Collection and all Department Heads and Supervisors are expected to live up to the spirit of this provision within the

qualifications of the employees involved and within the requirements of Departmental efficiency.

¶150A. *Section 9.* Employees promoted and/or transferred out of the Blue Collar Unit and into other City and/or Board of Education Units, shall be entitled to the benefits available to members the City and/or Board of Education Unit to which the employee is promoted and/or transferred. Upon retirement, an Employee's post-retirement benefits shall be governed by the collective bargaining agreement under which s/he is covered on the last day of employment.

ARTICLE IX HOLIDAYS

¶151 *Section 1.* The following days are hereby designated as holidays and they should be paid for, at the employee's normal rate of pay, for one work day, under the following conditions when not worked:

New Year's Day	Independence Day
Dr. Martin Luther King Day	Labor Day
President's Day	
Lincoln's Birthday (<i>observed on the Tuesday* after President's Day</i>)	
Columbus Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

*unless the Waterbury Public Schools calendar observes the Holiday on the Friday preceding Presidents Day, in which case the Holiday will be observed consistent with the school calendar.

On Three Kings Day, employees assigned to work in a school cafeteria shall report to a location designated by the City in order to participate in training.

¶152 *Section 1(a).* To qualify for the above (Section 1) holiday pay, the employee must be in pay status on the last scheduled working day prior to, and the first scheduled working day subsequent to the holiday. Employees not working due to an authorized workers' compensation injury and receiving workers' compensation pay shall not be eligible for holiday pay.

¶153 In any case in which the employee has exhausted his sick leave entitlement, but was otherwise in pay status during the week in which the holiday falls, a medical certificate attesting that he was sick on the scheduled work day(s) in question will be sufficient to entitle him to the Section 1 holiday pay.

¶154 *Section 1(b).* In order to receive holiday pay the holiday must fall on a regularly scheduled workday except:

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

- ¶156 2. Any holiday falling on a Saturday shall be observed on the preceding Friday;
- ¶157 3. Employees assigned to nonstandard schedules with scheduled days off on Monday through Friday inclusive, shall be paid for any holiday falling, or being observed, on their scheduled day off, provided they otherwise qualify under the provisions of this Article.
- ¶158 *Section 2.* The provisions of Section 1(a) hereof, to the contrary notwithstanding, in the event an employee within a given calendar year is absent on sick leave (see Article X, Section 3 and 4 hereof) two or more times on the work day immediately prior to and/or immediately subsequent to, the holiday (as defined in Section 1 hereof), then for subsequent absences within the subsequent twelve (12) month period, the Department Head may require a medical certificate certifying the employee's illness on the days in question in order for the employee to be entitled to payment from his sick bank entitlement (Article X, Section 4 hereof) for the absences in question.
- ¶159 *Section 3.* An employee who works on New Year's Day, Thanksgiving Day or Christmas Day shall receive his full holiday pay, prescribed by Section 1 hereof, plus special premium pay of two (2) times his regular hourly rate of pay for the hours so worked. Any employee working on any of the remaining Section 1 holidays shall receive his full holiday pay, prescribed by Section 1 hereof, plus premium overtime pay of one and one half (1½) times his regular hourly rate of pay for the hours so worked.
- ¶160 *Section 4.* The provisions of Section 3 hereof, to the contrary notwithstanding, any employee assigned to either a standard or nonstandard work schedule, who accepts an assignment to work on a holiday (or any day being observed as a holiday pursuant to the provisions of this Article), and who fails to report for such work without valid reason shall receive no holiday pay.
- ¶161 *Section 5.* If a holiday occurs during an employee's scheduled vacation, he shall be granted an extra day off without loss of pay.
- ¶162 *Section 6.* If a holiday occurs during an employee's paid sick leave, he shall receive his full holiday pay, prescribed by Section 1 hereof, for that day but the day shall not be charged against his sick leave allowance.
- ¶163 *Section 7.* Any employee who is requested to work on Easter Sunday by his department head and does so work, shall be paid the rate of two (2) times the employee's regular hourly rate for each worked on Easter Sunday.
- ¶164 *Section 8.* Notwithstanding Section 1 to the contrary, cafeteria workers in the Department of Education (e.g., a Food Service Helper) who are regularly scheduled to work the school year (and those who are scheduled to work more than the school year but less than 52 weeks) shall be entitled to be paid for the school holidays plus election day.

ARTICLE X VACATIONS

- ¶165 *Section 1.* For the purpose of this Article the phrase “vacation time off” or “vacation” shall refer to annual leave with pay; which annual leave shall be paid for at the employee’s normal rate of pay for one work day for each day of such leave.
- ¶166 *Section 2.* An employee shall be granted vacation time off according to the following schedules:
- ¶167 a. Employees hired between January 1 and June 30 of the calendar year shall accrue one (1) work week upon successful completion of the probationary period. Employees hired after June 30 of the calendar year shall not be entitled to vacation under this subsection upon completion of their probationary period.
- ¶168 b. On January 1 of the calendar year in which the aforesaid employee achieves one full year of employment through January 1 of the calendar year in which the employee achieves his fifth anniversary of employment two (2) work weeks per year. An employee shall not be entitled to accrued vacation under this subsection until the employee successfully completes the probationary period.
- ¶169 c. Subject to the provisions of subparagraph (h) hereof, an employee who has completed six (6) years of service from date of hire, in pay status, shall be entitled to vacation time off equivalent to three (3) work weeks during the calendar year in which he will complete six (6) years of service.
- ¶170 d. Subject to the provisions of subparagraph (h) hereof, an employee who has completed seven (7) years of service from the date of hire, in pay status, shall be entitled to vacation time off equivalent to one (1) work day, in addition to the vacation provided in paragraph (c) above for each completed year of service in pay status subsequent to the sixth year until a maximum of four (4) weeks of vacation time off is attained; the vacation formula of this paragraph (d) shall become operative during the calendar year in which the employee will complete the seventh and subsequent years of service.
- ¶171 e. For the purpose of this Article an employee shall be in pay status in any given calendar month, provided that the employee is in pay status for at least eighteen (18) working days of 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, he must be in pay status only at least thirteen (13) working days of that month.
- ¶172 f. Any employee who is regularly scheduled to work less than fifty-two (52) weeks in a year shall receive vacation off based on a formula of the number of work weeks regularly scheduled for that employee divided by fifty, such result is then multiplied by the applicable vacation accrual set forth in Section 2 and rounded to the nearest whole number; Vacation leave for this type of employee shall be scheduled in conjunction with the regularly scheduled school recesses and the remaining vacation time shall be used for snow days or other days during the school year when school is not in session.

- ¶173 Up to three (3) paid snow days; docking of pay only for the fourth, fifth, etc. snow day. Example: If in a given academic year there are three snow days (e.g. storm emergency or other emergency days on which the students and teachers are excused from class and thus there are no students in school for whom the cafeteria workers are able to prepare the food) then, there shall be no docking of pay at the time of the storm and the extra three (3) days in June (on which the cafeteria workers will work and which the students will go to school to “make up for” the snow days) shall be paid for at a normal day’s pay for the cafeteria workers. However, if there are five (5) snow days, as so defined then two (2) of these days are docked in the winter time at the time of the snowfall but all five (5) are paid for in June at the time of the said makeup days. The parties expressly agree that the “excess” snow days (i.e. the snow days in excess of three days for which there shall be docking of pay) shall not be charged against the vacation entitlement of the employee. Thus the parties agree that these excess snow days shall be docked from the pay of the cafeteria worker at the time when the snow days occur.
- ¶174 *Section 3.* Each employee shall submit his/her vacation requests in writing to his/her department head by June 1st of the year in which vacation is to be taken. Except as provided hereafter, an employee shall be granted his vacation time off by seniority preference, throughout a calendar year, subject to the demands of service. Any employee who requests vacation after June 1 shall lose his/her seniority preference.
- ¶175 An employee shall take his vacation time off in blocks of eight (8) hour increments based on a request by the employee to the department head made at least one (1) week prior to the effective date of the request). The aforesaid one week “prior request” provision may be waived by the department head under exceptional circumstances.
- ¶176 Two (2) weeks’ vacation time off may be accumulated by an employee and deferred to the next calendar year with the approval of the Director of Human Resources, or his/her designee.
- ¶177 *Section 4.* Employees shall not be called back to work while on vacation except in emergency situations or except under the provisions of Article V, Section 5(e) hereof.
- ¶178 *Section 4(a).* Notwithstanding the provisions of Section 4, every employee is expected to respond to a call to work in the event that the City is designated a disaster area.
- ¶179 *Section 5.* When an employee’s services are terminated by the City because of death, resignation, or otherwise, vacation pay shall be granted to such employee in accordance with the vacation entitlement earned by him as per the provisions of Section 2, subparagraphs (b), (c), (d), (e), (g) or (h) hereof, plus any approved deferred vacation, in the event that the employee, prior to said death, resignation, etc. had not actually taken vacation time off from work. Except in the case of death, accruals for the new/current year are not eligible for payout unless the employee has worked at least 30 days in the new/current calendar or fiscal year, whichever applies.
- ¶180 Employees terminated from employment shall not be eligible for vacation payout.
- ¶181 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. The accrual unit may be calculated each year based on the number of scheduled school days.

- ¶181A *Section 6.* An employee who has given notice of resignation may not use vacation leave within the final two (2) weeks of employment.

ARTICLE XI LEAVE PROVISIONS

- ¶182 *Section 1.* For the purpose of this Article, sick leave is defined as follows: (a) the absence from work because of non-service connected illness or injury; (b) absence from work for medical or dental treatment which cannot be scheduled during the employee's nonworking hours; or (c) 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; or (d) absence from work due to the employee's need to quarantine due to local, state or federal guidelines. Sick leave under subsection (c) above shall be subject to an absolute maximum of five (5) sick days in any calendar year. 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 by Section 4 hereof.
- ¶183 *Section 2.* Any employee absent for a condition covered by the Connecticut Workers Compensation Act, which absence is less than seven (7) days may elect to be compensated for the first three (3) days of such absence and have those days charged against his sick leave eligibility.
- ¶184 *Section 3.* An employee injured in the course of, and in the performance of, his employment with the City per the Connecticut Workers' Compensation Act, shall, for a period of up to one (1) year from the date of the injury, be paid in accordance with Connecticut law.
- ¶185 If at any time during either 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.
- ¶186 If eighteen (18) 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.
- ¶187 *Section 4. Sick Leave Accrual.* An employee shall be credited for sick leave eligibility, as hereinafter noted, for each completed calendar month in pay status with the City subsequent to January 1, 2002, and shall carry forward on that date unused sick leave accumulated as of December 31, 2001. Sick leave eligibility for the period commencing January 1, 2002, shall be as follows.

- ¶188 a. For regular full-time and part-time employees one and one-quarter (1.25) working days for each complete calendar month in pay status.
- ¶189 These sick leave amounts shall be adjusted accordingly for any employee who works a four-day workweek.
- ¶190 For the purpose of this Article, the phrase “complete calendar month in pay status” shall mean that the employee is in pay status (excluding workers’ compensation pay) for in at least eighteen (18) working 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 purposes of this Article, he must be in pay status only (excluding workers’ compensation pay) at least thirteen (13) working days of that month.
- ¶191 *Section 5. Maximum Accumulation of Sick Leave.*
- ¶192 a. For use purposes only (and not for sick leave payout), regular full-time employees may accumulate up to a maximum of one hundred and eighty (180) days and regular part-time employees may accumulate up to five hundred and ninety (590) hours. Any full-time or part-time employee who has more than the applicable amount as of June 30, 2005 shall have his accrual amount frozen or red circled at the June 30, 2005 amount and shall not accrue additional sick leave unless his accrual drops below the applicable maximums set forth in this provision.
- ¶193 *Section 6. Payment of Sick Leave on Retirement or Death.*
- ¶194 a. Except as provided below, in the event of retirement (as retirement is hereinafter defined) or death, an employee (or the employee’s estate) shall receive, as terminal pay, one half (½) of his then accumulated sick leave, but in no event to exceed seventy-five (75) working days for regular full-time employees (and 250 working hours for regular part-time employees) valued at the applicable rates in use at the time of accrual. For an employee with fifteen (15) or more years of service as of December 20, 2001, the maximum terminal pay shall not exceed one hundred (100) working days for regular full-time employees and 500 working hours for regular part-time employees. For the purpose of this section, the phrase “retirement” shall mean retirement of the employees pursuant to the City of Waterbury Retirement System provisions, or retirement, pursuant to the Social Security Law, so-called, for those employees who, while employed by the City, participated in the Social Security System and who had ten (10) years of employment with the City as of the date of their “Social Security Retirement.”
- ¶195 Terminal pay as provided for above shall be given upon normal retirement only if the employee has given the City written notice of his/her intention to retire at least twenty-one (21) days prior to the intended date of retirement.
- ¶196 b. An employee or the employee’s estate may elect to receive his Section 6 terminal pay by either of the following methods:
- ¶197 1. Upon death, a lump sum payment unless the estate opts for deferral to subsequent January.
- ¶198 2. Upon retirement:

- ¶199 i. if \$10,000 or less, a lump sum payment with the employee's option to defer to the subsequent January;
- ¶200 ii. if over \$10,000, the City's option to pay in installments over up to three-years with the first payment being \$10,000, the second payment the balance if \$10,000 or less, and the third payment the balance if any remains.
- ¶201 *Section 7. Advance Sick Leave.* An employee who has exhausted his sick leave may request in writing an advance of additional sick leave. Such request shall be reviewed by a Committee of Three, consisting of the employee's Department Head, the Director of Human Resources and the Budget Director or his Assistant, which Committee will consider the employee's record as a whole including his length of service and his use and/or abuse of his sick leave privileges in the past. In no event shall the Committee approve advance sick leave in excess of thirty (30) working days for any one request and in no event shall the Committee approve the request unless the employee has exhausted all the vacation time earned by him per the provisions of Article X hereof. If an employee gets an advance of paid sick leave and either fails to return to work and/or terminates employment within six months of such advance, then unearned, advanced leave must be paid back. An employee who is granted advance sick leave shall be required to sign a wage deduction authorization form and related promissory note to ensure that the advance is repaid. The provision of this Section shall not be subject to the grievance or arbitration provisions of this Agreement.
- ¶202 *Section 8. Contribution of Sick Leave.* In addition, an employee (Employee A) shall be permitted to contribute days from his/her sick leave accumulation (Section 4 hereof) to another employee (Employee B) who suffers prolonged illness and whose sick leave accumulation has been exhausted. The Union shall notify Employee B's Department Head 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 shall have exhausted and utilized all of his vacation entitlement (Article X) and all of his personal leave (Section 9 hereof) in addition to exhausting his/her said sick leave accumulation. A "signup" sheet shall be provided in each Department for the purpose of permitting employees to donate sick leave accumulation days to the ill fellow employees as per the provisions of this Section. An individual employee may donate up to 20 of his "sick days" per calendar year. Donated sick leave days, which are not utilized by the intended donor, shall be returned to the donor.
- ¶203 *Section 9. Funeral Leave.* In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his immediate family. Such leave shall be taken between the day of death and day of burial, except that in no event shall such leave be more than three (3) work days commencing with the day of death. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, child, mother, father, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law, step parents, step children, or any foster parent/child or any relative domiciled in the employee's household.
- ¶204 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.

- ¶205 In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.
- ¶206 If the death of the relative occurs during the employee’s vacation then additional days will be granted to the employee equal in number to the amount of funeral days permitted for the death of the relative in question as per the provisions of the two previous paragraphs.
- ¶207 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.
- ¶208 The City has the right to require documentation in order to determine eligibility for funeral leave.
- ¶209 *Section 10. Legal Leave.* An employee shall be given leave without loss of pay when performing jury duty, when required to appear in court, and/or when the employee is otherwise is required to attend or participate in legal matters in connection with City business during work hours.
- ¶210 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.
- ¶211 The City has the right to require documentation in order to determine eligibility for jury duty pay.
- ¶212 *Section 11. Military Leave.* The City will abide by all applicable State and Federal Laws regarding military leaves of absence.
- ¶213 The City has the right to require documentation in order to determine eligibility for military leave pay.
- ¶214 *Section 12. Personal Leave.* Effective January 1, 2002, each employee who was an employee on January 1 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 (as defined in this Agreement) 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. A personal day may not be carried over to the following calendar year. 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. Probationary employees may utilize personal leave at the sole discretion of the department head.
- ¶215 Personal leave shall be used in one (1) hour increments up to a full day.

- ¶216 *Section 13. Unpaid Leaves of Absence (Non-FMLA)*
- ¶217 A regular employee, upon proper application in writing to, and upon written approval by the Department Head in conjunction with Director of Human Resources, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months. At the expiration of such leave, the employee shall be reinstated in service and in classification without loss of any of his rights, unless the position is no longer available due to a budgetary reduction in staff at which point the employee will be placed on a discretionary general re-employment list. 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.
- ¶218 The City shall have sole discretion to decide whether to grant or not grant an unpaid leave or an extension to such leave.
- ¶219 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.
- ¶220 During unpaid leaves of absence, employees are not eligible for health benefits and may elect to continue their elected health coverages through COBRA.
- ¶221 Flexible Spending Account contributions must be continued by direct payment on a monthly basis.
- ¶222 Upon return from any authorized unpaid leave that totals less than 12 weeks, an employee may elect to pay pension contributions based on his regular weekly rate for the complete unpaid period of time. Such pension contributions 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 time.
- ¶223 *Section 14. FMLA Leaves of Absence.*
- ¶224 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.

ARTICLE XII GRIEVANCE PROCEDURE

- ¶225 *Section 1.* The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees 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.

- ¶226 *Section 2.* A grievance shall be defined as a dispute between the City and the Union or an employee and the City involving an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement or a condition affecting the employee's health or safety. Such grievances shall be processed in the manner hereinafter set forth. Any employee shall have the right to have union representation present with him at any step of the Grievance Procedure if he so desires. The provisions of this Article shall be the exclusive remedy for any grievance as defined herein.
- ¶227 STEP 1. An employee shall present his grievance to his/her immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance. The supervisor shall make careful inquiry into the facts and circumstances of the complaint and attempt to resolve the problem promptly and fairly. S/He shall give his answer to the employee within two (2) working days of the date that the grievance was submitted to him/her.
- ¶228 STEP 2. An employee who is dissatisfied with the decision of his/her supervisor may submit the grievance in writing to the department head within ten (10) working days of the receipt of the answer of the supervisor in Step 1 hereof. The department head shall make a separate investigation and inform the employee in writing of his/her decision and the reasons therefore within five (5) working days of the date he received the grievance.
- ¶229 STEP 3. If an employee is dissatisfied with the department head's decision (rendered pursuant to Step 2 hereof), the employee may request, in writing, a review of the alleged grievance by the Director of Human Resources or his/her designee. Such request must be accompanied by a statement of all the facts and of the nature of the grievance and also by all written answers given thereto. Such request for review must be presented to the office of the Director of Human Resources within ten (10) working days of the date of the receipt of the Department Head's answer. Copies of the said written request for review (by the Director of Human Resources or his/her designee) shall be sent by the employee, or his authorized representative, to the Department Head at the time that the grievance is filed with the Director of Human Resources or his/her designee pursuant to the procedures outlined in this Step 3. The Director of Personnel shall convene a meeting within five (5) working days of the receipt of the Step 3 request for review.
- ¶230 The Director of Human Resources, or his/her designee representative, and witnesses, the Department Head or his designated representative, and witnesses, shall attend the said meeting for the purpose of reviewing the grievance. Within seven (7) working days of the date of the meeting, the Director of Human Resources shall render his/her decision, in writing, to the employee and his/her authorized representative and shall send a copy of his/her recommendation at the same time to the Department Head.
- ¶231 *Section 3.* In the event a satisfactory solution to the grievance does not result by following the grievance procedure established in Section 2 hereof, then the Union, within ten (10) working days of the receipt of the decision of the Director of Human Resources (in Step 3 of the Grievance Procedure) may request the Connecticut State Board of Mediation and Arbitration to provide mediation service. Should the Union elect, or the City and Union mutually agree, to forego the mediation process, within

fifteen (15) working days of the Step 3 decision the Union may request arbitration pursuant to the procedures set forth in Section 4.

- ¶232 *Section 4.* In the event that the grievance is not resolved, then the Union may request the Connecticut State Board of Mediation and Arbitration to provide arbitration service; which request for arbitration service shall be made to the State Board of Mediation and Arbitration, in writing, with a copy of the request to the Director of Human Resources, within fifteen (15) working days subsequent to the written or verbal statement by the Mediator that he is unable to resolve the grievance through the mediation mechanism. The City or the Union may have any grievance at the State Board of Mediation and Arbitration removed, within thirty (30) days from the date filing with same, to the American Arbitration Association or the Alternative Dispute Resolution Center.
- ¶233 *Section 5.* The decision of the arbitrator, or of the arbitration panel, in Section 4 hereof, shall be final and binding on both parties.
- ¶234 *Section 5a.* Any expenses incidental to mediation and/or arbitration shall be borne equally by both parties although 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 Board exercises its option under Step 4 to use the American Arbitration Association or the Dispute Resolution Center, the filing fees and arbitrator fees shall be borne by the removing party.
- ¶235 *Section 6.* The authority of the arbitrator, or of the arbitration panel, shall be limited to the interpretation and application of the provisions of this Agreement. The said arbitrator or arbitration panel shall have no authority to add to, or subtract from, this Agreement.
- ¶236 *Section 7.* Any grievance not processed by the Union and/or the aggrieved employee in accordance with the time limits specified in this Article shall be deemed waived. In the event that the time limits prescribed in Steps 1 through 3 inclusive of the Grievance Procedure (as set forth in Section 2 hereof) is not complied with because of failure of the person (who is required to make the decision at the step in question) to render his/her decision within the time limits prescribed, then the aggrieved employee may automatically process his/her grievance to the next step without waiting further for the decision of the person in the step in question. However, the time limits specified in the said step procedure may be extended by the written agreement of both parties to the Grievance Procedure.
- ¶237 *Section 8.* If an aggrieved employee's "immediate supervisor" (as that term is utilized in Step 1 of the Grievance Procedure) and/or the employee's department head (as that term used in Step 2 of the Grievance Procedure) are members of a labor organization, then the decision of such immediate supervisor or such department head shall not set a precedent as to contract interpretation or enforcement. "Immediate Supervisor" for the purposes of this Section shall mean those persons by whom the employee is assigned work.
- ¶238 *Section 9.* Any demoted, suspended or discharged employee may process a grievance by commencing the processing thereof in accordance with the procedures of Step 3 of

the Grievance Procedure; that is in accordance with the procedure prescribed in Section 2, Step 3 hereof. However, such an employee must file such grievance, in writing, within ten (10) working days of the effective date of such demotion, suspension or discharge.

- ¶239 *Section 10.* Grievances may be processed directly with the party whose action resulted in the grievance and in such instances the previous steps of this Grievance Procedure may be omitted.
- ¶240 *Section 11.* Written letters of reprimand will be removed from the employee's personnel file in the employee's Department and in the Human Resource Department twenty-four (24) months subsequent to the issuance of the letter of warning provided there is no disciplinary action, including warning letters, taken against the employee during the said twenty-four (24) month period pertaining to the same issue.
- ¶241 No employee shall be disciplined except for just cause.

ARTICLE XIII SAFETY AND HEALTH

- ¶242 *Section 1.* Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.
- ¶243 *Section 2.* Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules or of the Occupational Safety and Health Act, the matter shall be considered immediately by the Department or Bureau Head. If the matter is not adjusted satisfactorily, a grievance may be processed according to the Grievance Procedure.
- ¶244 *Section 3.* Helmets shall be furnished to employees on jobs wherever overhead hazards are possible, and foul weather gear shall be furnished whenever situations warrant, and shall be worn and used by all employees. Failure to wear helmets shall be cause for immediate disciplinary action commencing with a written warning.
- ¶245 *Section 4.* Employees assigned to cleaning sludge storage tanks, employees assigned to sewer cleaning, employees assigned to auto mechanic duties and employees assigned to entering boilers in the plants of the Department of Education or Park Department for the purposes of cleaning the boilers, shall be furnished protective clothing while performing these assignments.
- ¶246 *Section 5.* Five (5) pairs of Uniforms shall be furnished to Blue Collar Division employees. These uniforms shall be furnished once a year during the month of October. Said uniforms shall have a cap of \$250.00 per employee with the exception of the Waste Treatment and Police Department employees. The \$250.00 cap will be increased by 20% for large sized uniforms.
- ¶247 The City may continue the current practice of renting uniforms for the Auto Mechanics assigned to the Department of Public Works and the Fire Department, and for Police Department employees. All rental costs shall be borne by the City.

- ¶248 The City shall retain the option of payment to Food Service Employees of the \$250.00 cap.
- ¶249 Any employee to whom a uniform is furnished shall be required to wear such uniform. Any employee who loses or damages a uniform other than through normal usage and wear shall be responsible to replace the uniform at his/her own expense. Failure to wear a furnished uniform shall be cause for immediate disciplinary action commencing with a written warning. The City shall determine required uniforms or personal protective equipment based on individual departmental needs. Personal protective equipment shall be distributed on an as needed basis and shall be exchanged under normal wear and tear. If uniforms or personal protective equipment is lost or misused, employees will be subject to immediate disciplinary action with a written warning. Additional loss or misuse beyond the first occurrence shall result in employee being subject to progressive disciplinary action up to and including termination.

ARTICLE XIV COMPLETE AGREEMENT

- ¶250 *Section 1.*
- ¶251 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.
- ¶252 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.
- ¶253 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 XV UNION ACTIVITIES

- ¶254 *Section 1.* The Union shall certify in advance the names of the Union authorized Delegates, no more than five in number, to attend the following functions without loss of pay for the period required to attend the functions:
- ¶255 a. Annual State Labor Convention;
- ¶256 b. Biannual International Convention;
- ¶257 c. Council #4 Conferences, not to exceed five (5) annually.
- ¶258 The Union shall certify in advance the names of union authorized delegates, no more than five (5) in number, who are designated by the Union to attend Local 353 seminars,

provided the aggregate number of work days to be paid by the City for attendance at the seminars does not exceed fifteen (15) work days in total.

- ¶259 *Section 2.* The Union shall notify the Director of Human Resources and the Clerk of the Board of Aldermen in writing of the names of all officers and stewards.
- ¶260 *Section 3.* Union activities required to administer this Agreement shall be carried on with the approval of the department head or authorized City official. It is agreed that the Union President shall be allowed up to three hundred twenty (320) hours of paid leave per fiscal year in which to conduct such activities.
- ¶261 *Section 4.* The Union may utilize any school auditorium of appropriate size for regular and special membership meetings (not to exceed fourteen (14) annually) at no charge to the Union.

ARTICLE XVI NO STRIKE OR LOCKOUT

- ¶262 During the life of this Agreement, there shall be no strikes, slowdown, suspension 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.

ARTICLE XVII WAGES

- ¶263 *Section 1. Pay Plans.* The pay plan schedules effective during the term of this Agreement shall be calculated when this Agreement becomes final and shall be attached hereto as Appendix A.
- ¶263A *Section 1(a).* Effective on July 1, 2020, as a condition of employment, members shall be required to authorize full direct deposit of their paychecks to financial institution(s) of their choice. Employees shall provide the City with an email address, if one is maintained by the employee, in order to receive electronic copies of their paystubs.
- ¶263B At the discretion of the City and in accordance with the limitations set forth in this Paragraph, a new employee may be hired up to the fourth (4th) step on the applicable wage schedule at the time of hire, as set forth in Appendix A. No new employee in a position shall be placed at a higher step on the applicable wage schedule than any current employee in the same position.
- ¶264 *Section 2. General Wage Increases.*
- ¶265 a. On July 1, 2022, the 7/1/22 Pay Plan Schedule set forth in Appendix A-2 shall replace the 7/1/21 Pay Plan Schedule set forth in Appendix A-1. As set forth more specifically in Appendix C of this Agreement or as otherwise agreed to by the Parties, all employees on and off-step step on June 30, 2022 shall transition to their designated grade and step assigned on the 7/1/22 Pay Plan Schedule on July 1, 2022.

- ¶266 b. Effective July 1, 2023, the Pay Plan Schedule shall reflect an increase of one percent (1.0%) to the Pay Plan Schedule in effect as of June 30, 2022.
- ¶267 c. Effective July 1, 2024, the Pay Plan Schedule shall reflect an increase of one percent (1.0%) to the Pay Plan Schedule in effect as of June 30, 2023.
- ¶267A. d. Effective July 1, 2025, the Pay Plan Schedule shall reflect an increase of one percent (1.0%) to the Pay Plan Schedule in effect as of June 30, 2024..
- ¶268 Employees' pay shall reflect these general wage increases on such subsequent payday as is consistent with the City's prior practice for implementing wage increases.
- ¶269 *Section 3. Step Advancement During the Term of This Agreement.*
- ¶270 a. Effective July 1, 2023, all employees shall advance one step on the 7/1/23 Pay Plan Schedule.
- ¶271 b. Effective July 1, 2024, all employees shall advance one step on the 7/1/24 Pay Plan Schedule.
- ¶271A c. Effective July 1, 2025, all employees shall advance one step on the 7/1/25 Pay Plan Schedule.
- ¶272 Employees' pay shall reflect the step advancements provided herein on such subsequent payday as is consistent with the City's prior practice for implementing step advancements.
- ¶273 *Section 4. Weekly Rate of Pay for Incentive Plan.* For those employees on an incentive plan, the effective weekly rate will be determined by multiplying the employee's normal hourly rate by forty (40).
- ¶274 *Section 5. Ten-Wheeler Premium.* Any employee (except an employee occupying the classification of Street Department Motor Equipment Operator) who is required to operate a "ten-wheeler" truck shall receive an additional fifty cents (\$0.50) per hour for each hour that he operates the ten-wheeler in question. This fifty cents (\$0.50) per hour payment shall be in addition to the appropriate wage increase prescribed in this Article.
- ¶275 *Section 5. Uniform Maintenance* - The City will provide for the cleaning of uniforms to the employees at the Waste Water Treatment Plant. All other employees provided uniforms shall be responsible for cleaning of the same, unless the city in its sole discretion decides to provide the cleaning.
- ¶276 *Section 6. Use of Private Vehicle.* The City shall reimburse any employee, who is authorized to use a private automobile while engaged in City business as per the provisions hereof the amount prescribed in Section 7 or 9 provided the following conditions, and each of them, are met:
- ¶277 a. The use of the private automobile by the employee for, and in the course of, City business must, in the first instance be requested by the employee's Department Head;

- ¶278 b. The authorization for use must be approved in advance, in writing, by the Department Head and by the Budget Director and a copy furnished to the employee;
- ¶279 c. The minimum period of authorization shall be six (6) months. If the authorization is not terminated, as hereinafter prescribed it shall be automatically renewed for an additional six-month period. Termination of the authorization shall be effected by written notice from the Department Head and the Mayor. The termination notice shall be given to the employee two (2) weeks prior to the expiration of any given six (6) months of authorized use.
- ¶280 d. As a condition of employment, employees using a private automobile while engaged in City business, or those employees operating a City vehicles 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.
- ¶281 *Section 7. Payment for Use of Private Vehicle.* Any employee whose job requires the operation of a private vehicle during the majority of the working days of the work year and who is authorized to use a private automobile while engaged in City business and who meets all the requirements of Section 7 hereof shall elect annually, in writing, on or before November 1st, (1) to be compensated at the rate of three hundred and thirty dollars (\$330.00) per month for the use of his/her private automobile or (2) to receive reimbursement for the use of his/her private automobile at the current IRS mileage reimbursement rate for each mile traveled in connection with City business, excluding the employee's commute.
- ¶282 However, in the event the employee elects to be compensated at the rate of two hundred and thirty dollars per month for the use of his/her private automobile, as to any given calendar month in which the employee is absent for ten consecutive work days (either because of illness, vacation or otherwise), there shall be deducted from the said monthly car allowance of three hundred and thirty dollars (\$330.00) per month an amount of ten dollars (\$10.00) for each work day of absence commencing with the eleventh consecutive work day of absence.
- ¶283 *Section 8. Insurance for Private Vehicle.* Each employee who receives a private motor vehicle allowance per the terms of Sections 6 and 7 of this Article shall transmit to the Finance Department Office a copy of a Certificate of Insurance covering the said private automobile indicating amounts of coverage for bodily injury in amounts of at least \$100,000-\$300,000 and property damage liability in the amounts of at least \$20,000-\$20,000. The insurance certificates will indicate the name of the agent and insurance company. Failure of the employee to transmit said Certificate of Insurance to the Finance Department Office within thirty (30) days of the receipt by the employer of the written authorization prescribed by Section 6 hereof (or within thirty (30) days of the renewal of the underlying liability insurance policy) shall be grounds for the department head to terminate the authorization. The aforementioned insurance policies must also be approved for form and content by the Director of Finance's office.
- ¶284 *Section 9. Mileage Reimbursement.* In the event that an employee is requested by his department head to use the employee's private automobile on infrequent occasions (the department head not having requested the employee to utilize his private automobile in

connection the City work as per the provisions of Section 6 hereof), the employee shall be reimbursed for the use of his private automobile at the current IRS mileage reimbursement rate for each mile traveled in connection with the City business requested by the department head. The Department Head shall issue to the employee a written statement indicating that on the date in question that he (the Department Head) is requesting the employee to use his private automobile in connection with the City business on that particular day.

¶285 *Section 10. Water Filtration Plant.* It is agreed by the parties that if the City decides to employ, at its Water Filtration Plant, individuals in job classifications covered by this Agreement, then this Agreement will be reopened with respect to appropriate wages to be paid to Water Department employees.

¶286 *Section 11. Refuse Classifications and Premiums.* Effective December 20, 2001, the City eliminated the positions of Refuse Driver and Refuse Collector. The impact of these position eliminations shall be addressed as follows:

¶287 a. Incumbents in the positions will be retained but no new Refuse Drivers or Refuse Collectors will be hired.

¶288 b. Work assignments and pay differentials shall be as follows:

¶289 1. Driving refuse routes (including junk run) – 30 cents per hour;

¶290 2. Driving recycling routes (including metal run) – 20 cents per hour;

¶291 3. Refuse collection – no differential.

¶292 Chief Collectors assigned to driving will be responsible for the supervision of the other Chief Collectors on the route and will be accountable for the efficient and proper collection of materials in accordance with all Civil Service and Department rules and regulations. Only the Chief collector who has been officially assigned to driving assignments is entitled to a differential.

¶293 c. Chief Collectors will be asked twice per year and when there is a vacancy, by seniority, whether they would like to drive a refuse route, drive a recycle route or collect.

¶294 d. If the Chief Collector assigned to drive is absent, the Refuse Supervisor will assign a Chief Collector to drive.

¶295 *Section 12.* The City shall provide free parking to employees at the closest available parking area, as determined by the City.

¶296 *Section 13.* Upon the effective date of this Agreement, 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. Employees must submit an expense voucher to their department head with supporting documentation for approval. This provision shall not be applicable to the cost incurred in obtaining or maintaining a motor vehicle license. Employees in

positions that require a CDL shall be reimbursed for the cost of the required medical examiner's certificate. Should employees be required to attend school or training classes for the obtaining or maintenance of a required professional certification or licensure during work hours, employees shall be paid for that time without that time being charged to employee sick, personal or vacation leave.

¶296A. *Section 14.* An employee who possesses a Class A and/or Class B license and has a tanker ("N") endorsement, shall receive an annual stipend of five hundred dollars (\$500.00). The City will reimburse the cost of the Department of Motor Vehicles test for any Street Department Heavy Equipment Operator (HEO) who successfully obtains a tanker ("N") endorsement.

ARTICLE XVIII INSURANCE

¶297 *Section 1. Health Insurance.*

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

¶300 1. An OAP Plan with the following co-payments:

- \$30 for all office visits
- \$50 for urgent care
- \$100 for emergency room
- \$400 for outpatient surgery
- \$800 inpatient hospitalization

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

¶302 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.

¶306 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.

- ¶309 A High Deductible Health Plan (HDHP-HSA) with a \$2,000/4,000 Deductible funded jointly through a Health Savings Account.
- ¶310 Health Saving Account Funding and Timing: The City shall fund the following portion of the employee’s annual deductible into the employee’s HSA according to the following schedule:
- ¶312 Effective July 1, 2021, the City will fund forty-five percent (45%) of the annual deductible by making pro-rated payments into the employee’s Health Savings Account on a quarterly basis on the first regularly scheduled payroll of the quarter.
- ¶313 Once the annual deductible is met, there is unlimited in-network medical coverage. Prescription drug costs, in network and out-of-network medical costs apply towards the annual HDHP deductible. For out-of-network services, there shall be coinsurance of 20% on covered expenses. The maximum “out-of-pocket” expense associated with the out-of-network cost share is \$3,000/6,000 for individual 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.
- ¶314 Health Reimbursement Account: Subject to all applicable IRS regulations, a Health Reimbursement Account (“HRA”) shall be made available for any employee who is precluded from participating in a Health Savings Account (“HSA”) because the employee receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by the City for employees participating in the HRA shall not exceed the dollar amount of the City’s annual HSA contribution for employees enrolled in the HSA.
- ¶315 *Prescription Drug Benefits*
- ¶316 1. Employees who enroll in the OAP Plan shall be enrolled in the City’s Express Scripts (ESI) Public Sector Three-Tier Prescription Drug Plan with co-payments of \$10 for generic drugs, \$30 for listed brand name drugs, and \$45 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 reimburses at 70%.
- ¶318 2. Employees who enroll in the HDHP-HSA shall enroll in the the City’s Prescription Drug Plan. Prescription drug costs at the ESI negotiated rates will apply towards the annual HDHP deductible. Upon reaching the HDHP deductible, co-payments of \$10 for generic drugs, \$30 for listed brand name drugs, and \$45 for non-listed brand name drugs, and required generic substitution, for a 30-day supply shall become the effective prescription costs. 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 Prescription Drug Plan allowance.

¶319 *Dental Plan*

¶320 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 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.

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

¶322 *Premium Cost Sharing*

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

¶324 a. Medical.

¶325 Effective July 1, 2017, each employee hired on or after July 1, 1991 shall pay the following portion of the premium or premium equivalent depending on plan and coverage selections:

HDHP/HSA: July 1, 2022 – 19% of the premium or premium equivalent.

OAP Plan: July 1, 2022 - the High Deductible Health Plan employee premium cost share plus the dollar difference between the full premium amounts for the OAP and the High Deductible Health Plan.

HDHP/HSA: July 1, 2023 – 20% of the premium or premium equivalent.

OAP Plan: July 1, 2022 - the High Deductible Health Plan employee premium cost share plus the dollar difference between the full premium amounts for the OAP and the High Deductible Health Plan.

¶326 Employees hired prior to July 1, 1991.

¶327 Effective July 1, 2016, those employees hired prior to July 1, 1991 shall be placed in the OAP Plan and pay 20% of the premium or premium equivalent until such time of retirement.

¶328 b. Prescription.

¶329 Beginning on July 1, 2017, each employee hired on or after July 1, 1991 who is enrolled in the prescription plan shall pay the following percentages depending on the employee's medical plan selection:

HDHP/HSA: July 1, 2022 – 19% of the premium or premium equivalent.

OAP: July 1, 2022 - the same effective percentage of the premium or premium equivalent that the employee is obligated to pay for OAP medical benefits under this agreement from year to year.

HDHP/HSA: July 1, 2023 – 20% of the premium or premium equivalent.

OAP: July 1, 2022 - the same effective percentage of the premium or premium equivalent that the employee is obligated to pay for OAP medical benefits under this agreement from year to year.

¶330 Employees hired prior to July 1, 1991.

¶331 Those employees hired prior to July 1, 1991 shall be placed in the OAP and pay 20% of the prescription plan premium or premium equivalent until such time of retirement.

¶332 c. Dental. Each employee who is enrolled in the dental plan shall pay 20% of the premium or premium equivalent.

¶333 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:

¶334 i. A flexible spending account for medical expense reimbursements; and/or

¶335 ii. A dependent care assistance plan.

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

¶337 e. Health and Wellness Incentive. Any employee, who voluntarily participates in an annual blood draw screening performed by IHS or another entity so designated by the City, shall be eligible for a health and wellness incentive in the amount of fifty dollars (\$50) for that benefit year upon notice to the City that the employee has participated. Employees may be eligible for other, voluntary health and wellness incentives that may be offered by the City.

¶338 f. If the City receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the City and the Union will, upon request of the City, engage in mid-term negotiations regarding the impact of such excise tax.

¶340 *Section 2. Life Insurance.* The City shall provide, without charge, life insurance in accordance with the City policy. The amount of life insurance shall be in the face amount equal to two times (2x) the employee's base salary rounded up to the next one thousand dollars (\$1,000.00). Any questions concerning coverage eligibility and payment of benefits pertaining to a life insurance claim shall be determined by the insuring company in accordance with the provisions of such policy. The City reserves the right to change carriers or plans provided the coverage amounts remain the same.

- ¶341 *Section 2a.* In addition to the life insurance prescribed in Section 2 hereof, if a sufficient number of employees express an interest in exercising the following option for supplemental life insurance (a sufficient number so that the life insurance may be purchased at group rates), then, subject to the approval of the insurance company form which the group of employees wishes to purchase this life insurance, the City will allow an employee to purchase, at the employee's cost, an additional amount of life insurance. Deductions for the total cost of this additional coverage shall be made by appropriate monthly deductions from the employee's pay.
- ¶342 In addition, for the duration of this Agreement, the City shall continue to provide payment of the table of benefits prescribed in the master life insurance policy for accidental death and dismemberment.
- ¶343 *Section 3.* 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 and minus) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice and to discuss with the Union prior to any change in carrier(s)/administrator(s). In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not "comparable" to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union's notice of arbitration, by the Alternative Dispute Resolution Center in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties, but at no time shall the cost to the Union exceed \$5,000. The network of providers must be seventy-five percent (75%) of the network on July 1, 2005. The following shall be excluded in determining whether a plan is "comparable": out-of-state reciprocal arrangements for non-emergency care, provided that there is at least one plan option that includes out-of-state reciprocal arrangements; claims processing; plan documents, definitions and wording.
- ¶344 The City may change a carrier or administrator of a plan (medical, dental, prescription) once each contract year.
- ¶345 For 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.
- ¶346 *Section 4.* Any question concerning payment of benefits pertaining to any of the aforementioned provisions shall be determined by the insuring company in accordance with the provisions of such policies.

- ¶347 *Section 5.* In the event coverage becomes available through the State of Connecticut Insurance Plans, the Union and the City may at anytime request the other party to enter into discussions regarding inclusion of the bargaining unit in such plans. Such discussions shall not constitute negotiations under MERA or Special Act 01-1.
- ¶348 *Section 6.* An employee assistance program shall be implemented by the City as soon as practicable following the effective date of this Agreement.
- ¶349 *Section 7. Retiree Medical Benefits.*
- ¶350 a. Employees hired on or after January 1, 2002.
- ¶351 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, 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.
- ¶352 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.
- ¶353 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.
- ¶354 b. Employees hired after November 16, 1995, but prior to January 1, 2002.
- ¶355 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, 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.

- ¶356 During the period of participation in the medical plan offered to active bargaining unit employees, the amount of premium cost sharing for a retiree shall be capped at the dollar amount the employee paid in his/her last year of employment.
- ¶357 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.
- ¶358 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.
- ¶359 c. Employees hired on or before November 16, 1995.
- ¶360 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, 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.
- ¶361 During the period of participation in the medical plan offered to active bargaining unit employees, the amount of premium cost sharing for a retiree shall be capped at the dollar amount the employee paid in his/her last year of employment.
- ¶362 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.

¶363 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.

¶364 d. Employees hired prior to July 1, 1991.

¶365 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, 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.

¶366 During the period of participation in the medical plan offered to active bargaining unit employees, retirees shall pay:

¶367 i. If enrolled in the Century Preferred (or its successor plan) at the time of retirement:

\$500 for an individual or couple

\$750 for a family

¶368 ii. If enrolled in BlueCare POS or POE (or their successor plan(s)) at the time of retirement:

\$350 for an individual or couple

\$500 for a family

¶369 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 a Medicare supplement plan for the retiree and 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, at no cost to the retiree. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

- ¶370 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.
- ¶371 *Section 8.* For the purposes of the benefit plans set forth in this Section, “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.
- ¶372 *Section 9. Retiree Life Insurance.* The City shall assume the full premium cost for three thousand dollars (\$3,000.00) life insurance coverage which is afforded to an employee at the time he ceases being an employee and becomes a retiree.

ARTICLE XIX PENSION

- ¶373 *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 Alderman on January 24, 2011. For years of credited service prior to July 1, 2005, the employee’s retirement benefit shall be 2.5 percent per year of credited service and thereafter it shall be in accordance with the Pension Ordinance.
- ¶374 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.
- ¶374A The provisions of the Pension Ordinance notwithstanding, for those employees hired by the City on and after July 1, 2023, the rate of participant contribution to be made by those members to the retirement system shall be eight and one-half percent (8.5%) of base pay.
- ¶375 *Section 2. Definitions:*
- ¶376 a. The parties agree that the term “employee” or “employees” as used in this Article shall mean and refer to employees as that term is defined in Article I, Sections 1 and 2 of this Agreement.
- ¶377 b. Final Average Base Pay shall mean a Participant’s highest base pay for two out of the last five years of employment divided by two.
- ¶378 *Section 3. Eligibility for Normal Retirement.* Any provision of the said Pension Ordinance to the contrary notwithstanding:

¶379 An employee who has attained ten (10) or more years of service and is therefore vested in the pension plan on or before November 16, 2005, shall be eligible for normal retirement after twenty-five (25) years of service to the City, regardless of age.

¶379A *Section 3(a)*. For purposes of participant contributions only:

Once a Participant becomes entitled to a 69.5% Pension Benefit, the Participant must continue to contribute 3 months into the following year.

Once a Participant becomes entitled to a 69% Pension Benefit, the Participant must continue to contribute 6 months into the following year.

Once a Participant becomes entitled to a 68.5% Pension Benefit, the Participant must continue to contribute 9 months into the following year.

The participant shall be credited with a year of service during the participant's last year of employment if the participant completes at least eight months of service.

¶380 *Section 4. Regular Interest*. The change to the definition of regular interest in the Pension Ordinance shall be applied only to the valuation of pension contributions made after June 30, 2011.

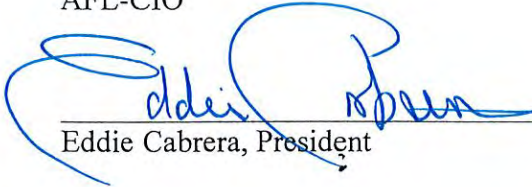
ARTICLE XX DURATION

¶382 *Section 1*. This Agreement shall be effective July 1, 2022, 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, 2026. Negotiations for a successor to this Agreement shall commence on or about January 15, 2026.

IN WITNESS WHEREOF, the parties have caused their names and seals to be signed on this 23rd day of May, 2023.

The Waterbury City Employees,
Local 353, Council No. 4, AFSCME,
AFL-CIO

The City of Waterbury



Eddie Cabrera, President



Neil M. O'Leary, Mayor

5/23/23

Date

5/23/23

Date

APPENDIX A
PAY SCHEDULES

¶383 The following Pay Plans shall be in effect during the term of this Agreement.

Note:

¶384 The following classifications have been merged into one classification now known as “Maintainer I”: Custodian I, Laborer I, Laborer II, Park Caretaker I, Park Caretaker II, Sewer Cleaner, Sweeper P.T., Trades Helper, Utility Person, and Watchperson.

¶385 The following classification is now known as “Maintainer II”: Custodian II

¶386 The following classification is now known as “MEO I”: MEO I (Park Dept.)

APPENDIX A-1

BLUE COLLAR STEP AND GRADE SCHEDULE EFFECTIVE 07/01/2021

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant to WPSMF	B62	\$ 25.48	\$ 26.49	\$ 27.55	\$ 28.66	\$ 29.80	\$ 31.00
Auto Mechanic	B76	\$ 27.13	\$ 28.14	\$ 29.18	\$ 30.25	\$ 31.39	\$ 32.57
Auto Mechanic Foreman	B85	\$ 28.75	\$ 29.81	\$ 30.93	\$ 32.08	\$ 33.29	\$ 34.53
Building Trades Foreman (Licensed)	B74	\$ 28.03	\$ 29.15	\$ 30.31	\$ 31.52	\$ 32.77	\$ 34.09
Building Trades Foreman (Non-Licensed)	B66	\$ 25.56	\$ 26.59	\$ 27.66	\$ 28.76	\$ 29.91	\$ 31.12
Carpenter	B38	\$ 22.17	\$ 23.04	\$ 23.97	\$ 24.92	\$ 25.94	\$ 26.97
Chief General Utility Mechanic	B68	\$ 25.65	\$ 26.68	\$ 27.74	\$ 28.85	\$ 30.00	\$ 31.21
Chief Refuse Collector	B32	\$ 21.61	\$ 22.48	\$ 23.38	\$ 24.32	\$ 25.28	\$ 26.29
Collection System Maintenance Mechanic	B64	\$ 25.52	\$ 26.52	\$ 27.60	\$ 28.71	\$ 29.86	\$ 31.03
Cook	B22	\$ 17.75	\$ 18.47	\$ 19.18	\$ 19.97	\$ 20.77	\$ 21.58
Electrician	B52	\$ 24.02	\$ 24.99	\$ 25.98	\$ 27.01	\$ 28.10	\$ 29.22
Food Service Driver	B32	\$ 21.61	\$ 22.48	\$ 23.38	\$ 24.32	\$ 25.28	\$ 26.29
Food Service Helper	B02	\$ 13.38	\$ 13.91	\$ 14.46	\$ 15.04	\$ 15.65	\$ 16.26
General Utility Mechanic	B48	\$ 23.39	\$ 24.33	\$ 25.30	\$ 26.31	\$ 27.37	\$ 28.46
Glazier	B52	\$ 24.02	\$ 24.99	\$ 25.98	\$ 27.01	\$ 28.10	\$ 29.22
HVAC	B52	\$ 24.02	\$ 24.99	\$ 25.98	\$ 27.01	\$ 28.10	\$ 29.22
Janitress	B04	\$ 13.94	\$ 14.50	\$ 15.07	\$ 15.68	\$ 16.29	\$ 16.96
Kennel Person	B12	\$ 15.76	\$ 16.42	\$ 17.06	\$ 17.74	\$ 18.45	\$ 19.19
Labor Foreman	B58	\$ 24.75	\$ 25.75	\$ 26.77	\$ 27.84	\$ 28.96	\$ 30.12
Maintainer 1	B10	\$ 15.54	\$ 16.17	\$ 16.82	\$ 17.48	\$ 18.17	\$ 18.90
Maintainer 2	B14	\$ 16.75	\$ 17.44	\$ 18.12	\$ 18.86	\$ 19.61	\$ 20.41
Maintainer 3	B26	\$ 18.95	\$ 19.69	\$ 20.49	\$ 21.32	\$ 22.17	\$ 23.06
Mason	B38	\$ 22.17	\$ 23.04	\$ 23.97	\$ 24.92	\$ 25.94	\$ 26.97
MEO 1	B20	\$ 18.01	\$ 18.72	\$ 19.48	\$ 20.28	\$ 21.07	\$ 21.91
MEO 3	B32	\$ 21.61	\$ 22.48	\$ 23.38	\$ 24.32	\$ 25.28	\$ 26.29
Meter Reader	B17	\$ 17.27	\$ 18.70	\$ 20.13	\$ 21.55	\$ 22.98	\$ 23.90
Painter 1	B30	\$ 21.10	\$ 21.95	\$ 22.84	\$ 23.76	\$ 24.71	\$ 25.69
Painter 2	B38	\$ 22.17	\$ 23.04	\$ 23.97	\$ 24.92	\$ 25.94	\$ 26.97
Park Foreman	B44	\$ 22.84	\$ 23.76	\$ 24.71	\$ 25.69	\$ 26.71	\$ 27.78
Plumber	B52	\$ 24.02	\$ 24.99	\$ 25.98	\$ 27.01	\$ 28.10	\$ 29.22
Police Matron	B06	\$ 16.53	\$ 17.09	\$ 17.67	\$ 18.28	\$ 18.92	\$ 19.58
Ramp Garage Attendant	B08	\$ 14.13	\$ 14.69	\$ 15.27	\$ 15.89	\$ 16.52	\$ 17.17
Refuse Collection Driver	B42	\$ 22.68	\$ 23.58	\$ 24.52	\$ 25.51	\$ 26.52	\$ 27.59
Refuse Collector	B28	\$ 20.54	\$ 21.37	\$ 22.22	\$ 23.10	\$ 24.03	\$ 25.00
Refuse District Foreman	B56	\$ 24.52	\$ 25.50	\$ 26.51	\$ 27.58	\$ 28.68	\$ 29.82
Reservoir and Plant Operator	B48	\$ 23.39	\$ 24.33	\$ 25.30	\$ 26.31	\$ 27.37	\$ 28.46
School Grounds Foreperson	B66	\$ 25.56	\$ 26.59	\$ 27.66	\$ 28.76	\$ 29.91	\$ 31.12
Sign Painter	B24	\$ 18.69	\$ 19.44	\$ 20.23	\$ 21.03	\$ 21.88	\$ 22.76
Street Dept Equipment Operator (MEO)	B46	\$ 23.25	\$ 24.17	\$ 25.13	\$ 26.14	\$ 27.19	\$ 28.26
Street Dept Foreman	B58	\$ 24.75	\$ 25.75	\$ 26.77	\$ 27.84	\$ 28.96	\$ 30.12
Traffic Utility Person	B34	\$ 22.05	\$ 22.93	\$ 23.86	\$ 24.82	\$ 25.81	\$ 26.82
Tree Trimmer	B18	\$ 17.59	\$ 18.31	\$ 19.02	\$ 19.79	\$ 20.57	\$ 21.40
Tree Trimmer (CDL)	B27	\$ 20.06	\$ 20.78	\$ 21.50	\$ 22.26	\$ 23.06	\$ 23.88
Tree Trimmer Foreman	B40	\$ 24.99	\$ 25.88	\$ 26.82	\$ 27.81	\$ 28.82	\$ 29.89

Vehicle Utility Maintenance Person	B26	\$ 18.95	\$ 19.69	\$ 20.49	\$ 21.32	\$ 22.17	\$ 23.06
Water Distribution Foreman	B69	\$ 26.06	\$ 27.00	\$ 28.00	\$ 29.02	\$ 30.08	\$ 31.20
Water Distribution Service Person	B50	\$ 23.68	\$ 24.62	\$ 25.62	\$ 26.64	\$ 27.71	\$ 28.82
Water Pump Station Maint Foreman	B72	\$ 26.93	\$ 28.02	\$ 29.14	\$ 30.29	\$ 31.51	\$ 32.76
Water Utility Foreman	B67	\$ 25.77	\$ 26.71	\$ 27.68	\$ 28.69	\$ 29.75	\$ 30.84
Water Utility Service Person	B48	\$ 23.39	\$ 24.33	\$ 25.30	\$ 26.31	\$ 27.37	\$ 28.46
Watershed & Cross Conn Inspect.	B72	\$ 26.93	\$ 28.02	\$ 29.14	\$ 30.29	\$ 31.51	\$ 32.76

APPENDIX A-2
7/1/22 Pay Plan Schedule

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11
STEP 1	15.00	16.00	16.60	19.40	22.75	23.45	24.50	25.75	26.75	28.15	29.20
STEP 2	15.40	16.50	17.06	19.94	23.25	24.00	25.00	26.25	27.29	28.70	29.78
STEP 3	15.80	17.00	17.54	20.50	23.75	24.60	25.56	26.75	27.83	29.27	30.38
STEP 4	16.20	17.45	18.03	21.08	24.35	25.20	26.07	27.29	28.39	29.86	30.99
STEP 5	16.60	17.90	18.53	21.66	24.96	25.83	26.60	27.83	28.96	30.46	31.61
STEP 6	17.00	18.35	19.04	22.25	25.58	26.41	27.13	28.39	29.53	31.07	32.24
STEP 7	17.34	18.81	19.56	22.86	26.22	27.01	27.67	28.96	30.12	31.66	32.85
STEP 8	17.69	19.18	20.05	23.43	26.75	27.61	28.22	29.53	30.73	32.26	33.48
STEP 9	18.04	19.57	20.55	24.02	27.28	28.23	28.79	30.12	31.34	32.82	34.06
STEP 10	18.40	19.96	21.03	24.57	27.83	28.80	29.36	30.65	31.89	33.40	34.66
STEP 11	18.77	20.36	21.55	25.19	28.38	29.30	29.95	31.19	32.37	33.90	35.18
STEP 12	19.14	20.77	22.04	25.75	28.81	29.89	30.47	31.66	32.85	34.41	35.71
STEP 13	19.53	21.18	22.53	26.33	29.24	30.49	31.08	32.21	33.35	34.92	36.24
STEP 14	19.92	21.61	23.15	26.86	29.68	30.94	31.63	32.69	33.85	35.45	36.78
STEP 15	20.32	22.04	23.95	27.40	30.13	31.41	32.10	33.18	34.35	35.98	37.34
STEP 16	20.72	22.48	24.43	27.94	30.50	31.80	32.50	33.60	34.87	36.52	37.90
STEP 17	21.14	22.93	25.10	28.50	30.81	32.12	32.91	34.02	35.39	37.06	38.46

APPENDIX A-3
7/1/23 Pay Plan Schedule

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11
STEP 1											
STEP 2	15.55	16.67	17.24	20.14	23.48	24.24	25.25	26.51	27.56	28.99	30.08
STEP 3	15.96	17.17	17.72	20.71	23.99	24.85	25.82	27.02	28.11	29.57	30.68
STEP 4	16.36	17.62	18.21	21.29	24.59	25.45	26.33	27.56	28.67	30.16	31.30
STEP 5	16.77	18.08	18.72	21.87	25.21	26.09	26.86	28.11	29.24	30.76	31.92
STEP 6	17.17	18.53	19.23	22.47	25.84	26.68	27.40	28.67	29.83	31.38	32.56
STEP 7	17.51	19.00	19.76	23.09	26.48	27.28	27.95	29.24	30.43	31.97	33.18
STEP 8	17.86	19.38	20.25	23.67	27.01	27.89	28.51	29.83	31.03	32.58	33.81
STEP 9	18.22	19.76	20.76	24.26	27.55	28.52	29.08	30.43	31.66	33.15	34.40
STEP 10	18.59	20.16	21.24	24.82	28.11	29.09	29.66	30.96	32.21	33.73	35.00
STEP 11	18.96	20.56	21.77	25.44	28.67	29.60	30.25	31.50	32.69	34.24	35.53
STEP 12	19.34	20.97	22.26	26.01	29.10	30.19	30.78	31.97	33.18	34.75	36.06
STEP 13	19.72	21.39	22.76	26.60	29.53	30.79	31.40	32.53	33.68	35.27	36.60
STEP 14	20.12	21.82	23.38	27.13	29.98	31.25	31.94	33.02	34.19	35.80	37.15
STEP 15	20.52	22.26	24.19	27.67	30.43	31.72	32.42	33.52	34.70	36.34	37.71
STEP 16	20.93	22.70	24.67	28.22	30.81	32.12	32.83	33.93	35.22	36.88	38.28
STEP 17	21.35	23.16	25.35	28.79	31.12	32.44	33.24	34.36	35.75	37.44	38.85

APPENDIX A-4
7/1/24 Pay Plan Schedule

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11
STEP 1											
STEP 2											
STEP 3	16.12	17.34	17.90	20.91	24.23	25.09	26.08	27.29	28.39	29.86	30.99
STEP 4	16.53	17.80	18.40	21.50	24.84	25.71	26.60	27.83	28.96	30.46	31.61
STEP 5	16.93	18.26	18.90	22.09	25.46	26.35	27.13	28.39	29.54	31.07	32.24
STEP 6	17.34	18.72	19.42	22.70	26.10	26.94	27.67	28.96	30.13	31.69	32.89
STEP 7	17.69	19.19	19.96	23.32	26.75	27.55	28.23	29.54	30.73	32.29	33.51
STEP 8	18.04	19.57	20.46	23.91	27.28	28.17	28.79	30.13	31.34	32.91	34.15
STEP 9	18.40	19.96	20.97	24.50	27.83	28.80	29.37	30.73	31.97	33.48	34.75
STEP 10	18.77	20.36	21.45	25.07	28.39	29.38	29.95	31.27	32.53	34.07	35.35
STEP 11	19.15	20.77	21.98	25.69	28.95	29.89	30.55	31.82	33.02	34.58	35.88
STEP 12	19.53	21.18	22.48	26.27	29.39	30.49	31.09	32.29	33.51	35.10	36.42
STEP 13	19.92	21.61	22.99	26.86	29.83	31.10	31.71	32.86	34.02	35.62	36.97
STEP 14	20.32	22.04	23.62	27.40	30.28	31.57	32.26	33.35	34.53	36.16	37.52
STEP 15	20.72	22.48	24.43	27.95	30.73	32.04	32.75	33.85	35.05	36.70	38.09
STEP 16	21.14	22.93	24.92	28.51	31.12	32.44	33.16	34.27	35.57	37.25	38.66
STEP 17	21.56	23.39	25.60	29.08	31.43	32.76	33.57	34.70	36.10	37.81	39.24

APPENDIX A-5
7/1/25 Pay Plan Schedule

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11
STEP 1											
STEP 2											
STEP 3											
STEP 4	16.69	17.98	18.58	21.71	25.09	25.96	26.86	28.11	29.25	30.76	31.93
STEP 5	17.10	18.44	19.09	22.31	25.72	26.61	27.40	28.67	29.83	31.38	32.56
STEP 6	17.52	18.91	19.62	22.92	26.36	27.21	27.95	29.25	30.43	32.01	33.22
STEP 7	17.87	19.38	20.16	23.56	27.02	27.82	28.51	29.83	31.04	32.62	33.85
STEP 8	18.22	19.77	20.66	24.14	27.56	28.45	29.08	30.43	31.66	33.23	34.49
STEP 9	18.59	20.16	21.18	24.75	28.11	29.09	29.66	31.04	32.29	33.82	35.09
STEP 10	18.96	20.56	21.66	25.32	28.67	29.67	30.25	31.58	32.86	34.41	35.71
STEP 11	19.34	20.98	22.20	25.95	29.24	30.19	30.86	32.13	33.35	34.92	36.24
STEP 12	19.72	21.40	22.70	26.53	29.68	30.79	31.40	32.62	33.85	35.45	36.79
STEP 13	20.12	21.82	23.22	27.13	30.13	31.41	32.03	33.19	34.36	35.98	37.34
STEP 14	20.52	22.26	23.85	27.67	30.58	31.88	32.59	33.68	34.87	36.52	37.90
STEP 15	20.93	22.71	24.68	28.23	31.04	32.36	33.08	34.19	35.40	37.07	38.47
STEP 16	21.35	23.16	25.17	28.79	31.43	32.76	33.49	34.62	35.93	37.62	39.04
STEP 17	21.78	23.62	25.86	29.37	31.74	33.09	33.91	35.05	36.47	38.19	39.63

APPENDIX B
Residency Incentive Payment

Beginning in the calendar year 2023 and for the duration of this contract, as an incentive for members to live in Waterbury, the City will pay a \$500 non-pensionable residency incentive payment in December to members who meet the following qualifications.

- Waterbury was the employee's primary residence for the entire prior calendar year. Owning property in Waterbury that the employee does not live in does not qualify.
- The employee completed the Waterbury Residency Incentive Application and Verification Form, including the required documentation to demonstrate residency, and turned it in to Human Resources by the last business day of October.
- Each Employee who completes and submits a Waterbury Residency Incentive Application and Verification Form must include any three of the following documents to show evidence of Waterbury residency: utility bill, car insurance, lease, property tax bill, voter registration card, and/or drivers' license.
- Employee does not have any overdue City taxes owing.

The Waterbury residency incentive payment will not be pro-rated for partial year residence. Any decision made with respect to a member's eligibility to receive the incentive payment shall not be subject to the grievance provisions of Article XII.

Any incident of fraud will be investigated and the City may discontinue such incentive upon belief of fraud. Failure to communicate in writing regarding a change of residency or any deception regarding primary residence shall be viewed as insubordination/misconduct. This provision shall terminate on June 30, 2026, unless otherwise agreed to by the parties.

APPENDIX C

Roadmap for Migration onto the 7/1/22 Pay Plan Schedule

Position Title	7/1/21 Grade	New Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<i>Food Service Helper</i>	B02	G1	G1, Step 1	G1, Step 1	G1, Step 2	G1, Step 3	G1, Step 5	G1, Step 7
<i>Ramp Garage Attendant</i>	B08	G1						
<i>Janitress</i>	B04							
<i>Kennel Person</i>	B12	G2		G2, Step4				
<i>Maintainer 1</i>	B10	G3	G3, Step 1	G3, Step 1	G3, Step 3	G3, Step 5	G3, Step 6	G3, Step 7
<i>Police Matron</i>	B06	G2		G2, Step 6	G2, Step 7			G2, Step 13
<i>MEO 1</i>	B20	G3						G3, Step 13
<i>Cook</i>	B22	G3	G3, Step 4		G3, Step 7	G3, Step 9	G3, Step 11	G3, Step 12
<i>Maintainer 2</i>	B14	G4	G4, Step 1	G4, Step 1	G4, Step 1	G4, Step 2	G4, Step 3	G4, Step 4
<i>Meter Reader</i>	B17	G3						
<i>Sign Painter</i>	B24	G3						
<i>Tree Trimmer</i>	B18	G4						
<i>Vehicle Utility Maintenance Person</i>	B26	G4	G4, Step 1				G4, Step 7	G4, Step 9
<i>Chief Refuse Collector</i>	B32	G6	G6, Step 1	G6, Step 1	G6, Step 2		G6, Step 5	G6, Step 7
<i>Food Service Driver</i>	B32	G5	G5, Step 1	G5, Step 2	G5, Step 2			
<i>Maintainer 3</i>	B26	G5						
<i>MEO 3</i>	B32	G5						G5, Step 9
<i>Painter 1</i>	B30	G4						
<i>Refuse Collector</i>	B28	G4						G4, Step 12
<i>Tree Trimmer (CDL)</i>	B27	G5	G5, Step 1					
<i>Blight Operator 1</i>	B28	G4	G4, Step 5					
<i>Carpenter</i>	B38	G6	G6, Step 1	G6, Step 2	G6, Step 3	G6, Step 5	G6, Step 7	
<i>Mason</i>	B38	G6		G6, Step 2			G6, Step 7	
<i>Painter 2</i>	B38		G5, Step 1				G6, Step 8	

Position Title	7/1/21 Grade	New Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		G5						
<i>Park Foreman</i>	<i>B44</i>	G5	G5, Step 3	G5, Step 4				G5, Step 12
<i>Refuse Collection Driver</i>	<i>B42</i>	G5						
<i>Traffic Utility Person</i>	<i>B34</i>	G5	G5, Step 2					
<i>General Utility Mechanic</i>	<i>B48</i>	G6	G6, Step 2	G6, Step 4				
<i>Reservoir and Plant Operator</i>	<i>B48</i>	G6	G6, Step 2					
<i>Street Dept Equipment Operator (MEO)</i>	<i>B46</i>	G8	G8, Step 1	G8, Step 1	G8, Step 1		G8, Step 5	G8, Step 7
<i>Water Distribution Service Person</i>	<i>B50</i>	G8	G8, Step 1	G8, Step 1	G8, Step 2	G8, Step 4		G8, Step 8
<i>Water Utility Service Person</i>	<i>B48</i>	G7					G7, Step 8	
<i>Lead Watershed & Reservoir Operator</i>	<i>B50</i>	G8			G8, Step 2			
<i>Electrician</i>	<i>B52</i>	G8	G8, Step 1		G8, Step 3		G8, Step 7	
<i>Glazier</i>	<i>B52</i>	G8						
<i>HVAC</i>	<i>B52</i>	G8				G8, Step 5		
<i>Plumber</i>	<i>B52</i>	G8	G8, Step 1				G8, Step 7	
<i>Refuse District Foreman</i>	<i>B56</i>	G9					G9, Step 6	G9, Step 9
<i>Street Dept Foreman</i>	<i>B58</i>	G9						
<i>Tree Trimmer Foreman</i>	<i>B40</i>	G9			G9, Step 2			
<i>Blight Operator 2</i>	<i>B40</i>	G7	G7, Step 3					
<i>Assistant to WPSMF</i>	<i>B62</i>	G8						
<i>Building Trades Foreman (Non-Licensed)</i>	<i>B66</i>	G8	G8, Step 2		G8, Step 6	G8, Step 8		G8, Step 13
<i>Chief General Utility Mechanic</i>	<i>B68</i>	G10					G10, Step 6	
<i>Collection System Maintenance Mechanic</i>	<i>B64</i>	G8						
<i>Labor Foreman</i>	<i>B58</i>	G8			G8, Step 5			
<i>School Grounds Foreperson</i>	<i>B66</i>	G8				G8, Step 8		

Position Title	7/1/21 Grade	New Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<i>Water Utility Foreman</i>	B67	G8						
<i>Water Distribution Foreman</i>	B69	G9						
<i>Water Pump Station Maint Foreman</i>	B72	G10			G10, Step 4			
<i>Watershed & Cross Conn Inspect.</i>	B72							
<i>Lead Water Service Person</i>	B73	G9	G9, Step 7		G9, Step 10			
<i>Auto Mechanic</i>	B76	G10	G10, Step 1	G10, Step 2	G10, Step 4	G10, Step 6	G10, Step 8	G10, Step 11
<i>Auto Mechanic Foreman</i>	B85	G11					G11, Step 10	G11, Step 12
<i>Building Trades Foreman (Licensed)</i>	B74	G11						G11, Step 11