

**AGREEMENT**

**between the**

**CITY OF WATERBURY**

**and the**

**CHCA DISTRICT 1199, NUHHCE, AFSCME, AFL-CIO**

**JULY 1, 2023 - JUNE 30, 2027**

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**PREAMBLE**

This Agreement is made by and between the CITY OF WATERBURY (hereinafter referred to as the City) and the WATERBURY PUBLIC HEALTH NURSES, CHCA District 1199, NUHHCE, AFSCME, AFL-CIO.

**ARTICLE 1**  
**RECOGNITION**

*Section 1.* The City hereby recognizes the WATERBURY PUBLIC HEALTH NURSES, CHCA District 1199, NUHHCE, AFSCME, AFL-CIO (hereinafter referred to as the CHCA District 1199 or the Union) as the exclusive bargaining agent for all School Nurses and Public Health Nurses, who are 12-month or 10-month employees, as defined in Section 2 hereof, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment. Excluded from the coverage of this Agreement are the department head or designee and any other supervisory personnel in the nursing division of the Department of Public Health, whose positions satisfy the statutory test of supervisor pursuant to Section 7-471(2) of the Connecticut General Statutes.

*Section 2(a).* The term "12-month employee," as used in this Agreement, shall refer only to those employees who regularly work a thirty-five (35) hour work week and are regularly scheduled to work for twelve (12) calendar months. This includes School Nurse IIIs and Public Health Nurses.

*Section 2(b).* The term "10-month employee," as used in this Agreement, shall refer only to those employees who regularly work a thirty-five (35) hour work week and are regularly scheduled to work for ten (10) calendar months. This includes School Nurse I and IIs.

*Section 2(c).* The term "School Nurse" includes "10-month employees" and "12-month employees" who regularly work in the school setting, including School Nurse Is, School Nurse IIs, and School Nurse IIIs.

*Section 2(d).* Any benefit which is pro-rated on the basis of the employee scheduled to work less than twelve (12) calendar months and/or the school year, shall be determined in accordance with the following formula:

$$\begin{array}{rclcl} \text{Total Benefit for} & & \text{X} & & \text{10-month employee Scheduled} & & = & & \text{Total} \\ \text{Employees} & & & & \text{Annual Work Hours + Holiday} & & & & \text{Benefit} \\ & & & & \text{Hours} & & & & \\ & & & & \hline & & & & \text{12-month employee Scheduled} & & & & \\ & & & & \text{Annual Work Hours + Holiday} & & & & \\ & & & & \text{Hours} & & & & \end{array}$$

In the event an employee transfers from a 12-month position to a 10-month position, or vice versa, their benefits will be prorated to the nearest month by the following formula:

$$\begin{array}{ccccccc}
 \text{Total yearly} & & \text{X} & & \text{No. months in} & & + & & \text{total yearly} & & \text{X} & & \text{No. months in new} \\
 \text{benefit in} & & & & \text{former position} & & & & \text{benefit in new} & & & & \text{position} \\
 \text{former status} & & & & & & & & \text{status} & & & & \\
 & & & & \text{-----} & & & & \text{-----} & & & & \\
 & & & & 12 & & & & 12 & & & & 
 \end{array}$$

All benefits will be calculated in hours.

*Section 2(e).* The term “party” or “parties” as used in this Agreement shall be defined to mean, unless the context clearly indicates otherwise, the City and CHCA District 1199.

## **ARTICLE 2**

### **DUES DEDUCTION**

*Section 1.* During the term of this Agreement, employees covered by this Agreement may, from the effective date of the Agreement, elect one of the following options:

- a. become or remain members of the Union in good standing,
- b. in lieu of Union Membership, pay to the Union a service fee as may be fixed by the Union and allowed by law,
- c. choose to become non-paying, non-members of the bargaining unit.

*Section 2.* The Union shall notify the City in writing regarding the rates for fees and dues. Further, the Union shall supply the City with written notice provided at least thirty (30) days prior to the effective date of any change in such rates for fees and dues. It shall be the sole responsibility of the Union to solicit employees to join the Union or pay service fees or provide an opt out of such fees or dues.

*Section 3.* An employee may execute a written authorization for payroll deduction of dues/fees if he or she elects to become a member or fee payor. Upon receipt of such an authorization from an employee, the City shall, pursuant to such authorization, deduct the dues or fees fixed by the Union from the wages due each pay period.

*Section 4.* The City shall be relieved from making such “check-off” deductions upon: (a) termination of employment, (b) transfer to a position or classification other than one covered by the Union, (c) layoff from work, (d) an approved leave of absence, (e) revocation of the check-off authorization, or (f) expiration of this Agreement.

*Section 5.* Notwithstanding the foregoing, upon return of an employee to work from any of the above-mentioned absences, the City shall immediately resume the obligation of making such deductions, except that deductions for terminated employees shall require a new dues authorization card.

*Section 6.* The City shall deduct Union dues from the earned wages of Union members biweekly, in such amounts as determined by the Union, provided that no such deduction shall be made from any nurse’s wages except when authorized by them in writing. These deductions shall be made in accordance with the pay cycle commencing after receipt of the card by the appropriate payroll office and payment will be remitted to the Union based on the regular pay cycle.

*Section 7.* Employees who have authorized CHCA District 1199 dues deductions and do not receive any pay on the payday in which dues are scheduled to be made shall be subject to arrearages for the outstanding past deductions. Arrearages shall be collected in the following pay cycle, unless the Union and the City agree to an alternative repayment schedule. Upon returning from unpaid leave of absence of greater than thirty (30) days, one (1) pay cycle deduction shall be deducted each pay cycle in addition to the employee's regular pay cycle deduction until such arrearage is paid in full.

*Section 8.* CHCA District 1199 agrees to hold the City harmless from any claim by any employee arising from the calculation or collection of dues or agency fees.

*Section 9.* The City shall provide each new employee with the name of the Union President, who shall inform the employee of his/her options under this Article.

### **ARTICLE 3** **SENIORITY**

*Section 1.* Seniority as used in this Agreement shall be defined as follows:

- a. Seniority for all employees shall start with the most recent date of hire in the employee's current position in the Public Health Department.
- b. For the purposes of layoffs or job openings, seniority for each year of service shall be computed as follows:
  1. 10-month and 12-month employees— 1.0-year credit.
- c. Seniority for all employees for the purposes of benefit accrual shall be based on one-year credit for each year of service.
- d. Seniority shall have no effect on the service requirements for the purpose of pension qualification, which shall be governed by the Pension Article of this Agreement.

*Section 2.*

- a. Upon request by the Union, Department of Human Resources shall provide each January, the seniority, the step status, the hourly wage and the longevity payments of all bargaining unit members.
- b. The seniority lists shall be posted on the bulletin boards by January 15<sup>th</sup> each year and sent to the CHCA District 1199 office. Any employee who feels there is an error in his/her seniority date as shown must present facts substantiating his/her position to the City within thirty (30) days of the date of posting. If no objection is raised, the date on the list shall be presumed to be correct.

*Section 3.*

- a. Newly employed employees shall work a probationary period of six (6) months. For School Nurses, the summer months during which school is not in session shall not be

counted towards the probationary period. During the probationary period, new employees shall have no right to grieve termination of employment that occurs prior to the completion of their probationary period. Nor shall said employee have any a right of appeal under the City's Charter or Civil Service Rules and Regulations.

- b. During this probationary period, an employee will have no seniority rating, but upon successful completion of the probationary period, his/her seniority shall date from the original date of hiring. This shall include any provisional time served prior to the probationary period.

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

#### *Section 4.*

- a. The Civil Service Ordinance and Rules and Regulations, as amended from time to time, are hereby incorporated by reference unless otherwise specifically abridged by this agreement.
- b. Vacancies in competitive divisions shall be filled in accordance with Civil Service Rules and Regulations, as amended from time to time. A copy of any proposed amendment of the Civil Service Rules and Regulations shall be forwarded to the President of the local unit of the Union by the City. When the City determines that a vacancy exists and elects to fill such vacancy, or a new position becomes available, prior to submitting a requisition for such position to the personnel or equivalent department, the Department will post such vacancy or new position for a period of five (5) working days within the Department and via fax to each school site, in order that nurses currently within the department may apply. Prior to filling such vacancy or new position with an individual from outside the bargaining unit, the City will honor the transfer request of a qualified nurse applicant, as determined in the sole discretion of the Director of Public Health and his or her designee, provided that if there is more than one (1) qualified nurse applicant, and such qualifications are relatively equal, the position will be awarded on the basis of seniority.

#### *Section 5.*

- a. When it becomes necessary to reduce the working force of employees, for lack of work or otherwise, employees shall be laid off on the basis of the following three factors to be weighed equally:
  - 1. Length of service as an employee, per the seniority list as referenced in Section 2;
  - 2. Length of service with the City;
  - 3. Average rating on the employee's Performance Evaluations for the last three (3) years of service or for the entire period of employment if the employee's length of service as an employee was less than three (3) years.

- b. When an employee is laid off in accordance with the above, that employee will have the right to displace the least senior nurse in her classification (e.g., a 12-month nurse may displace a 12-month nurse and a 10-month nurse may displace a 10-month nurse) if the nurse who is displacing a nurse has higher seniority as established in Section 1 hereof, and she is in all other aspects qualified for the position.
- c. Employees shall be recalled from layoff on the basis of their seniority and qualifications on their respective seniority list, to wit: the 12-month nurse list or the 10-month nurse list. Generally, the City's intent is to recall on the basis of last laid-off is first to be recalled. All such employees shall have recall rights for a period of two (2) years from the effective date of their layoff or for a period equal to the length of service with the City, whichever is shorter, provided the employee meets the job and employment requirements at the time of recall/rehire.
- d. Prior to any layoff, per the provisions of Section 5a. or 5b. hereof, the City will inform the President of the local unit and the Executive Director of CHCA District 1199 at least thirty (30) days prior to the proposed effective date of the layoff. During this thirty-day period, the City shall consult with CHCA District 1199 officials concerning the details of the City's layoff plan. In the event of an unanticipated reduction in funds or change in operating needs, the thirty-day period may be reduced to three (3) weeks.

*Section 6.* When a 10-month employee or job is to be eliminated in favor of a 12-month employee or job, the incumbent 10-month employee shall be given the opportunity to work, if he/she is in all other aspects qualified, before a 12-month employee is hired from outside the bargaining unit.

*Section 7.* An employee shall lose his/her seniority status in the event:

- a. He/She is discharged for cause.
- b. He/She is absent without valid reason for three (3) consecutive working days without notice to his/her supervisor.
- c. He/She is laid off for a period in excess of that during which he/she has recall rights, as provided in Section 5c.

#### **ARTICLE 4** **HOURS OF WORK**

*Section 1.* The established work week for all employees in the Nursing division shall be not less than thirty-five (35) hours.

*Section 2(a).* The regular work week schedule for employees shall be seven (7) hours a day, Monday through Friday, for a total of thirty-five (35) hours a week. In addition, employees shall be entitled to a duty-free unpaid lunch hour to be taken between the hours of 11:30 a.m. and 1:30 p.m. In the event of an unforeseen event which prevents a nurse from taking lunch during the regular lunch hours, the nurse shall notify either his/her supervisor as soon as possible in order

that compensatory time off may be scheduled either that same day, if scheduling permits, or within the week.

*Section 2(b).* On those days when an employee is working within a school site on days when school is in session, the regular work schedule shall be those hours that the school is open, without a duty-free lunch break. Such employee shall receive a twenty (20) minute paid lunch period per day with the understanding that she shall be on call during this time. The beginning and ending times of the regular day shall be set so that the nurse covers the hours when school is open and works a full seven (7) hour day.

*Section 3.* The established work week for 10-month employees represented by the bargaining unit shall be thirty-five (35) hours per week.

*Section 4.* The regular work schedule for 10-month employees shall be seven (7) hours a day, for a total of thirty-five (35) hours a week.

*Section 5.* School Nurses who work a full day shall receive a twenty (20) minute paid lunch period per day with the understanding that they shall be on call during this time.

*Section 6.* In the event the hours of work for School Nurses need to be permanently changed from those in effect on the effective date of this Agreement, the City shall give CHCA District 1199 thirty (30) days prior notice, where practicable. School Nurses assigned to schools with student populations of less than eight hundred (800) students shall work minimum of one hundred ninety (190) days, inclusive of mandatory professional development days. School Nurses assigned to schools with student populations of eight hundred (800) or more students shall work a minimum of one hundred ninety-five (195) days, inclusive of mandatory professional development days. City shall provide notice at least thirty (30) days prior to the start of any new school year of any change in the work year for School Nurses.

*Section 7.*

- a. Any assignment of work beyond an employee's normal regularly scheduled hours of any workday or work week, other than the case of an emergency condition or unanticipated operational need, shall be made at least four (4) hours in advance by authorized personnel.
- b. All employees must comply with the Absence Reporting Procedure for all planned and unplanned absences. Under no circumstances shall an employee leave his or her assignment during the hours he or she is scheduled to work without first receiving permission from a supervisor.
- c. In the event that the Board of Education or a parochial or private school to which an employee is assigned issues an early release of its personnel due to an active or impending snow or ice event, an employee may be dismissed upon the departure of the last student from their school building. In all other circumstances, Health Department employees are expected to remain on duty at their assignment, unless and until released from duty by a supervisor, the department head, or the mayor.



*Section 8.* Extra work authorized for and performed by an employee and/or educational classes approved by the City shall be compensated by paying the employee's straight hourly rate for any hours between thirty-five (35) and forty (40). Any hours authorized for and performed by an employee over forty (40) hours in a week shall be compensated by paying time and one-half the employee's straight hourly rate.

*Section 9.* All work assignments beyond the normal regularly scheduled hours of any work week shall be distributed equally among eligible employees in the Nursing Division as far as practicable. This shall not apply to those situations where a particular nurse is required to work additional hours in performing work that is related to her normal assignment (e.g., a school nurse staying beyond the end of a school day).

*Section 10.* All School Nurse summer work opportunities shall first be offered to current School Nurses and shall be voluntary. The City shall circulate a notice and election form on or before November 15, notifying School Nurses that summer school opportunities will be available for the upcoming summer. On or before March 31, the City shall circulate a form for School Nurses to indicate their summer availability and school preference. Summer school assignments shall be made based on seniority, School Nurse availability, school preference and the needs of the summer school program. The City shall make every effort to communicate summer school assignments before the end of the current school year. For the last week of summer school only, the City shall make every effort to schedule a School Nurse in the school building at which the City anticipates the Nurse will be assigned during the upcoming school year. Summer School assignments shall not be subject to grievance. School Nurse Is who work available summer work opportunities shall be paid at a rate of \$32.00 per hour for all hours worked. School Nurse IIs who work available summer work opportunities shall be paid at a rate of \$41.00 per hour for all hours worked.

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

*Section 12.* Nurses, by virtue of their education and training, have skills essential to the effective and safe management of public health emergencies. Accordingly, in the event that the City declares a public health emergency, including, but not limited to a public health emergency caused by a contagion outbreak or a natural disaster, school nurse assignments, schedules and duties may be temporarily changed in order to meet the public health needs of the City. Nothing in this Section shall in any way limit a nurse's ability to use her/his available sick leave and/or available personal leave in accordance with the provisions of this Agreement during any day when the nurse is scheduled to work.

**ARTICLE 5**  
**HOLIDAYS**

*Section 1a.* Under conditions set forth below, the following holidays shall be granted with pay for 12-month employees only at his/her regular rate of pay (except as specifically provided below):

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

Labor Day shall be a paid holiday for School Nurses only if schools open prior to Labor Day in any given academic year.

To be eligible to be paid on a holiday:

- a. an employee must receive compensation for the last scheduled working day prior to and the first scheduled working day subsequent to the holiday.
- b. The holiday must fall on a regularly scheduled workday, except that any holiday falling on Sunday shall be observed on the following Monday and any holiday falling on Saturday shall be observed on the Friday preceding the holiday.

*Section 1b. Floating Holidays*

Upon the completion of probation, all 10-month employees shall be eligible for up to five (5) floating holidays per school year. Floating holidays must be taken in full-day increments. Floating holidays may not be taken at any time while school is in session. Floating holidays may be taken for any day(s) when there is a school holiday or school vacation that does not qualify as a paid holiday under this contract, or when there is an unplanned school closure, including closures due to inclement weather. Employees who remain employees for the entire school year, who do not use all five (5) floating holidays in a given school year, shall be entitled to a payout for any unused floating holidays at their hourly rate of pay.

*Section 2.* If a holiday occurs during an employee's paid sick leave, he/she shall receive holiday pay for that day, and the day shall not be charged against his/her sick leave allowance. Employees who are on sick leave the day before or the day after a holiday are not eligible for holiday pay unless the employee has a medical certificate attesting to an illness or injury. Employees not working due to an authorized workers' compensation injury and receiving workers' compensation pay shall not be eligible for holiday pay.

*Section 3.* Any employee working on a holiday shall receive time and a half his/her regular rate of pay for the hours worked, plus holiday pay equal to the number of hours worked on the holiday.

*Section 4.* Holiday pay for a 10-month employee shall be paid at the employee's regular hourly rate for the number of daily hours the employee is regularly scheduled to work.

**ARTICLE 6**  
**VACATIONS**

*Section 1.* As used herein, the term "vacation" shall refer to paid annual leave, which annual leave shall be paid for at the employee's normal rate of pay for one workday for each day of such leave.

*Section 2(a).* *Vacation for Employees Hired on or After July 1, 1996.*

A 12-month employee hired on or after July 1, 1996, shall be entitled to vacation as follows:

<u>Years of Service as of January 1</u>	<u>Vacation Days</u>
6 months – 1 year*	5
2 – 5 years**	10
6 years	15
10 or more years	one additional day per year, to a maximum of 20 days

\* After completion of the probationary period, a 12-month employee shall be eligible to receive vacation days in an amount pro-rated upon the number of work months remaining in the calendar year.

\*\* No 12-month employee shall be entitled to three weeks of vacation in one calendar year due to the application of the first two vacation schedules.

The above schedule notwithstanding, a 12-month employee who was hired on or after July 1, 1996 and who was accruing vacation at the rate of fifteen (15) days per year prior to September 1, 2002, shall remain at the fifteen-day accrual level until he/she attains ten (10) years of service and is eligible for additional vacation according to the above schedule.

*Section 2(b).* *Vacation for Employees Hired Prior to July 1, 1996.*

A 12-month employee hired prior to July 1, 1996 shall receive twenty (20) vacation days per year.

*Section 3.* The scheduling of the vacation, and the actual taking of the time off during any calendar year, shall be subject to the approval of the department head or designee.

*Section 4.* Vacations may be deferred and accumulated to a maximum of fifteen (15) days for 12-month employees with the approval of the department head or designee and the Mayor or his designated representative. Such days shall be taken within the succeeding year.

*Section 5.* Employees shall not be called back to work while on vacation, except for emergency work or where he/she voluntarily agrees to work.

*Section 6.* If more than one nurse requests the same time off, time requests shall be granted on a first-come, first-serve basis. Seniority, on a fair, rotating basis, shall be the deciding factor if two (2) or more requests are submitted simultaneously for the same time off.

*Section 7.* Except where specifically modified under this Section of the Agreement, the annual vacation working days for 12-month employees shall be granted terminally (which is defined to mean death, retirement, or resignation of the employee). Such terminal vacation shall be reduced by any vacation time taken by the employee during the terminal year. In the case of a resignation of an employee who has been employed for less than five (5) years, the amount of terminal pay will be paid in accordance with the following formula: The number of working days between January 1<sup>st</sup> and the date of resignation shall be the numerator and 260 shall be the denominator. This fraction shall be applied to the vacation day entitlement of an employee. Subject to the Human Resource Department computer system, the City shall make the vacation payout no later than the second paycheck following the employee's date of separation from employment.

The City may convert paid time off accruals to a unit consistent with the operation of the City's recordkeeping and/or payroll system, as the same may be revised from time to time. This provision shall not result in a loss of time to the employee.

Accruals for the new/current year are not eligible for payout unless the employee has worked at least 30 days in the new/current calendar or fiscal year, whichever applies, except in the case of the death of an employee, or as determined in the sole discretion of the Director of Human Resources.

Involuntary separations or voluntary separations when 12-month employees do not give at least two weeks' notice shall not be eligible for vacation payout, except as determined in the sole discretion of the Director of Human Resources.

## **ARTICLE 7** **LEAVE PROVISIONS**

### *Section 1(a). Professional Leave*

Not more frequently than twice a year, time off with pay shall be granted to an employee in order to attend one-day professional meetings if the request for such attendance is first approved by the department head or designee. If such approval is obtained from the department head or designee, the City shall pay the registration fee in full for the two (2) one-day conferences if the total of the registration fees does not exceed one hundred dollars (\$100). However, if the registration fees for said conferences exceed one hundred dollars (\$100) in total, then the excess above one hundred dollars (\$100) shall be the responsibility of, and the obligation of, the employee who was authorized to attend such conference(s).

*Section 1(b).* Time for participation in professional and educational institutes, workshops, meetings and in any programs having CEUs applied, which will improve the individual's on-the-job performance and professional growth, may be granted by the Health Department. Requests for such time should be made a minimum of two (2) weeks prior to the meeting, whenever possible. A response to this request shall be given to the employee within five (5) working days

of said request. Approval of said requests is at the discretion of the Director of the Health Department, but such approval shall not be unreasonably withheld. Denials of said requests shall not be subject to the grievance provisions of this Agreement.

The Health Department shall make every effort to timely reimburse the costs, upon proof of payment by the member, for the institutes, workshops, and meetings referred to in this Section. The cost may be individual or collective.

*Section 1(c).* The Health Department shall reimburse, the annual combined membership in the National Association of School Nurses and the Association of School Nurses of Connecticut for each nurse who submits proof of payment.

*Section 2(a). Paid Educational Leave*

An employee may be given educational leave with no loss of pay for the purpose of taking courses directly related to his/her work as determined by the Director of Human Resources in consultation with the department head or his/her designee. Requests for such leave must be approved, in advance, by the Director of Human Resources and his/her decision shall be final and binding. Such leave may not exceed a total of thirty (30) regularly scheduled working days or two hundred ten (210) regularly scheduled working hours in any one (1) calendar year. Where applicable and in compliance with any insurance carrier rules, employees on paid educational leave shall receive full health insurance, life insurance, FSA benefits and pension service credit, as if the employee had remained actively employed, provided the employee makes all required health insurance, life insurance, FSA, and pension contributions while on leave.

*Section 2(b). Unpaid Educational Leave*

Unpaid educational leave—up to one year in special cases of unusual merit and of great benefit to the City—may be granted to employees. In such cases, the employee must make a written request for such leave to the department head or designee who is empowered to approve or disapprove the same, and if the department head or designee approves the request the said unpaid educational leave may be granted only with the subsequent approval of the Director of Human Resources. At the time of the request to the department head or designee, the employee must agree, in writing, to return to work with the City for a minimum period of one year subsequent to the expiration of the said unpaid educational leave.

During unpaid educational leave, employees are not eligible for health benefits and may elect to continue their elected health coverage through COBRA.

Upon return, if unpaid educational leave totals less than 12 weeks, employees may pay any outstanding pension contributions for the unpaid period of time. If an employee does not elect pension coverage during such unpaid leave, the employee shall not receive pension credit for the length of the leave. Such pension credit shall be paid within the first 12 weeks from the date the employee returns from said unpaid educational leave.

*Section 3. Maternity Leave*

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

*Section 4. Unpaid Leaves of Absence (Non-FMLA)*

An employee, upon proper application in writing to, and upon written approval by the Director of Human Resources in consultation with the Department Head, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months in the sole discretion of the City. At the expiration of such leave, the employee shall be reinstated in service and classification without loss of any of his/her rights, unless the position is no longer available due to a budgetary reduction in staff at which point the employee will be placed on a discretionary general re-employment list. The Union agrees that the City has total discretion on the placement upon rehire and/or reinstatement. Failure on the part of an employee to report promptly at the expiration of the leave of absence, except for satisfactory reasons submitted in advance, shall be a cause for dismissal. Leaves of absence without pay, however, will not be granted until after all the employee's accumulated personal and vacation leave has been exhausted or if leave without pay is granted on account of sickness, until all his/her accumulated sick leave has been exhausted. Accrued benefits shall not be accumulated during a leave of absence without pay.

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

During unpaid leaves of absence, employees are eligible for continuation of health benefits subject to payment of 102% of the applicable cost of the plan.

FSA contributions must be continued by direct payment on a monthly basis.

Upon return from any authorized unpaid leave that totals less than 12 weeks, employees may pay any outstanding pension contributions for the unpaid period of time. If an employee does not elect pension coverage during such unpaid leave, the employee shall not receive pension credit for the length of the leave. Such pension credit shall be paid within the first 12 weeks from the date the employee returns from said unpaid leave.

*Section 5. FMLA Leaves of Absence*

Leave of absence pursuant to the Family and Medical Leave Act ("FMLA") shall be granted in accordance with the City's FMLA policy, as may be amended from time to time. For those employees who do not meet the "minimum required hours of work" threshold of 1,250 hours, the threshold may be reduced to no less than 1,000 hours. Those employees must have at least 1,000 hours during the twelve-month period immediately before the date when the leave is requested to commence. The amount of such leave shall be prorated proportionally to the length of the individual employee's work year. Hence, said employees shall be entitled to at least ten (10) weeks of leave under the City's FMLA policy.

*Section 6. Sick Leave*

For the purposes of this Article, sick leave is defined as absence from work because of non-work-related illness or injury or absence from work for medical or dental treatment which cannot

be scheduled during the employee's non-working hours. 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 6(b) hereof. Loss of time from work occasioned, or necessitated, by maternity shall be governed by the provisions of Section 3 hereof. Notwithstanding the preceding definitions, up to five (5) days of earned sick leave per year may be used for family (spouse, child, or parent) illness or injury. In the event of absence of an employee for illness in excess of three (3) consecutive working days or a pattern of days absent occurs, the Director of Human Resources or his/her designee may request a medical certificate attesting to illness sufficient to keep the employee from work for more than three (3) consecutive days.

*Section 6(a).* Any employee absent as a result of a condition covered by the Workers' Compensation Act, which absence does not exceed seven (7) days, may elect to receive full compensation for the first three (3) days of such absence and have these days charged against her sick leave eligibility.

*Section 6(b).* Employees shall be granted sick leave eligibility at the rate of one and one quarter (1.25) days for each complete calendar month of service. For the purpose of this Article, the phrase "complete calendar month in pay status" shall mean that the employee is in pay status for at least four (4) hours each day for at least eighteen (18) days in that month. In the event, however, an employee is scheduled to work less than eighteen (18) working days in a given calendar month, then for that month, for the purpose of this Article, he/she must be in pay status for at least four (4) hours each day for at least thirteen (13) working days of that month.

*Section 6(c).* Sick leave eligibility shall be credited on the basis of continuing service with the City, shall be accumulated monthly, beginning on the date of hire, and shall terminate if the employee terminates his/her employment with the City. An employee who is rehired by the City shall be eligible for and shall accrue sick leave as a new hire. Such rehired employee shall not be entitled to utilize leave that may have accumulated in a prior period of employment.

*Section 6(d). Sick Leave Accumulation*

The maximum amount of sick leave that may be accrued is one hundred fifty (150) days. An employee who has more than one hundred fifty (150) days accrued as of the implementation of this Agreement shall not have his/her bank reduced. However, such employee shall not accrue additional sick leave until his/her bank falls below the allowable maximum and, at such time, his/her maximum shall be one hundred fifty (150) days. It is understood that days beyond the maximum are not eligible for payment under Section 6(e).

*Section 6(e). Sick Leave Termination Pay*

In the event of the death or retirement of an employee, there shall be paid as terminal pay one-half (1/2) of his/her accumulated sick leave eligibility valued at the applicable rate in use at the time any of the above contingencies occur. However, in no event, is the dollar equivalent of one-half of the said accumulated sick leave to exceed seventy-five (75) seven-hour days (525 hours) for all employees. For the purpose of this Section, "retirement" shall mean full normal retirement of the employee, pursuant to the City of Waterbury Retirement System provisions or pursuant to Social Security for those employees who, while employed by the City, participated in the Social Security system and who had ten (10) or more years of employment with the City as

of the date of retirement. Terminal pay shall be granted upon retirement only if the employee has given the City written notice of his/her intent to retire at least twenty-one (21) days prior to the intended date of retirement.

*Section 6(f).* Unless otherwise agreed to by the City and the terminated employee, the Sick Leave Termination Payment shall be paid in one lump sum.

*Section 7. Sick Leave Bank*

An employee (Employee A) shall be permitted to contribute days from his/her sick leave accumulation to another employee (Employee B) who suffers prolonged illness and whose sick leave accumulation has been exhausted. The Union shall notify the Director of Human Resources when Employee B's sick leave accumulation has been, or in the immediate future will be, exhausted. Prior to Employee B being permitted to borrow sick days, he/she shall have exhausted and utilized all accrued paid leave in addition to exhausting his/her said sick leave accumulation. Prior to Employee B being permitted to borrow sick time, he/she must be on an approved leave. A "signup" sheet shall be provided for the purpose of permitting employees to donate sick leave accumulation days to the ill fellow employee as per the provisions of this Section. An individual employee may donate up to 20 of his/her "sick days" per calendar year. Donated sick leave days, which are not utilized by the intended donee, shall be returned to the donor.

*Section 8. Funeral Leave*

In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his immediate family. Such leave shall be taken between the day of death and day of burial, except that in no event shall such leave be more than three (3) workdays 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, stepparents, stepchildren, or any foster parent/child or any relative domiciled in the employee's household.

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.

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

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

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



*Section 9. Personal Leave*

Employees hired after January 1<sup>st</sup> of any calendar year and probationary employees who satisfactorily complete their probationary period will receive a pro-rated amount of personal time based on the number of work months remaining in the calendar year. Each employee who is an employee on January 1<sup>st</sup> of the pertinent calendar year shall be eligible for up to three (3) non-cumulative personal days per year. A personal day may not be carried over to the following calendar year.

A personal day is a day off with pay within the calendar year subject to the demands of service as determined by the department head or designee. Except in an emergency situation, a request for the personal day shall be made by the employee to the department head or designee at least one week prior to the date of the requested personal day. Personal leave shall be used in a minimum of half-hour increments, up to three full days. If more than one nurse requests the same personal leave day, requests shall be granted on a fair, rotating basis at the discretion of the department head or his/her designee.

*Section 10.* In the instance of school being closed due to inclement weather or for any unplanned closure, a School Nurse not otherwise required to work in some other capacity, who has personal leave available, may have the option to use such personal leave to supplement their pay. If school is delayed or there is an early dismissal due to inclement weather, School Nurses shall receive a full day's pay, should the School Nurse report to duty at the time designated for the start of any such school day. Nothing in this Section shall in any way limit a nurse's ability to use her/his available sick leave, personal leave, or floating holidays, in accordance with the provisions of this Agreement, during any day when the Nurse is scheduled to work.

*Section 11. Union Leave*

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

*Section 12. Bargaining Committee Leave*

The local Union President and up to three (3) additional members of the Union's designated bargaining committee shall be granted time off with pay to attend negotiations sessions if such sessions are scheduled during their scheduled work hours. The parties agree that such additional members may be rotated session to session.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

*Section 1.* Employees who feel aggrieved as a result of a dispute concerning a violation, misinterpretation, or misapplication of a specific provision of this Agreement may process this dispute in accordance with the procedure outlined herein. Only those items referred to above shall be defined as grievances for the purpose of this Agreement. No settlement of a grievance presented by an employee shall contravene the provision of this contract.

**Step 1.** All grievances shall be submitted in writing to the employee's immediate supervisor within seven (7) days of the occurrence giving rise to the grievance. The matter shall first be discussed orally with the employee's immediate supervisor within twenty (20) calendar days of the occurrence giving rise to the grievance. If such discussion does not resolve the grievance, the immediate supervisor shall provide the grievant with a written answer within five (5) days of the discussion between the employee and his/her immediate supervisor, and such answer may be processed to the next step.

**Step 2.** Within five (5) days, exclusive of Saturdays and Sundays, from receiving the final written answer from the employee's immediate supervisor, the grievance shall be presented in writing to the Director of Health, who shall arrange for such meeting to make such investigations as are necessary to give his answer, in writing, within five (5) days, exclusive of Saturdays and Sundays, of receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

**Step 3.** Within five (5) days exclusive of Saturdays and Sundays, after receipt of a written answer from the Director of Health, the grievance may be submitted to the Director of Human Resources or his/her designee. The Director of Human Resources or his/her designee shall arrange such meeting and make such investigation required to give a written answer within fifteen (15) calendar days after receipt of the written grievance. If this answer does not resolve the grievance, it may be processed to the next step.

**Step 4.** Within five (5) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Director of Human Resources or his/her designee, either party may request the Federal Mediation and Conciliation Service to provide mediation service. Should the grievance not be resolved at the mediation level, either party may request either the American Arbitration Association or the Alternative Dispute Resolution Center to provide arbitration service within seven (7) days of the receipt of notification from the mediator that he is unable to resolve the grievance.

*Section 2.* The authority of the arbitrator shall be limited to the interpretation and application of the provisions of this contract. The arbitrator shall have no right to add to, subtract from or delete or disregard any provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration, exclusive of attorney's fees, shall be borne equally by both parties.

*Section 3.* Any grievance not filed or processed by the grieving party in accordance with the time periods set forth above shall be deemed to be resolved and shall not be subject to further processing or to arbitration. If the City fails to respond to a grievance in a timely fashion, the grievance shall be deemed to be denied at that particular step and the grieving party may proceed to the next step in accordance with its provisions. Prior to the expiration of any time period, the parties may mutually agree to extend the time period.

*Section 4.* Nothing in this Agreement shall prohibit the City from filing a grievance and processing same in accordance with the provisions hereof.

*Section 5.* Time limits specified in the preceding sections may be extended by written agreement of both parties.

*Section 6.* Any dispute involving discipline may be processed by the employee and/or her authorized representative including the Association, directly to Step 2 of the grievance procedure outlined above by submitting a written grievance in accordance therewith to the Director of Health and from that point forward the grievance shall be processed in accordance with the specified provisions of the grievance procedure hereof.

*Section 7.* Grievances may be processed directly with the party whose action resulted in the grievance and in such instances the previous steps of the Grievance Procedure may be omitted.

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

## **ARTICLE 9** **SAFETY AND HEALTH**

*Section 1.* The Union and the City, as parties to this Agreement, hold themselves responsible for mutual cooperative enforcement of safety rules and regulations which are commonly accepted in the nursing profession.

*Section 2.* Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of said accepted safety rules, the matter shall be presented immediately to the proper authorities. If the matter is not adjusted satisfactorily, it may be processed according to the grievance procedure of this Agreement.

*Section 3.* If an employee is absent due to pink eye, lice, ring worm, scabies, or impetigo traceable to a recent occurrence at the employee's school work site, or if an employee is absent as the result of exposure to a disease or virus at an employee's work site where public health directives require isolation or quarantine after exposure to said disease or virus, the absence shall be paid days and shall not be counted against the employee's sick time.

## **ARTICLE 10** **TRANSPORTATION AND PARKING**

*Section 1.* Employees agree not to transport any student or patient while engaged on City business.

*Section 2.* The City shall reimburse any nurse on the basis of the most current IRS rate per mile for the use of a private auto vehicle while engaged on City business. Each employee who receives reimbursement under the terms of this Section shall transmit to the City's Finance Department proof of insurance covering the said private automobile indicating the name of the insurance company and agent and amounts of coverage for bodily liability in amounts of at least \$100,000-\$300,000 and property damage liability in amounts of at least \$20,000-\$20,000, or a combined single limit of \$300,000. Failure of the employee to transmit said proof of insurance to the City within thirty (30) calendar days of date of hire or within thirty (30) calendar days of

renewal of the underlying liability insurance policy shall be grounds to terminate any right to reimbursement claimed and pending.

*Section 2(a).* As a condition of employment, employees using a private automobile while engaged in City business, receiving mileage reimbursement pursuant to Section 2 above, or those employees operating a City vehicle in the course of their employment, shall be subject to annual motor vehicle background checks and shall maintain valid operating licenses at all times. Said employees shall execute all required authorizations necessary for the City to conduct such motor vehicle background checks.

## **ARTICLE 11** **LONGEVITY**

*Section 1. Employees Receiving Longevity Pay prior to Approval of this Agreement.*  
Employees who were qualified to receive longevity pay prior to the date September 1, 2002 shall continue to receive longevity with the amount frozen at the last longevity amount received. Such longevity payments shall continue to be pro-rated for 10-month employees. There shall be no further increases in any employee's longevity amount for the duration of her employment. Longevity payments shall be made annually at the same time of year as under the predecessor collective bargaining agreement.

*Section 2. Employees Not Qualified to Receive Longevity Pay prior to September 1, 2002.*  
No current or future employee who was not qualified to receive longevity pay prior to September 1, 2002 shall become eligible for or receive any longevity pay.

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

## **ARTICLE 12** **MANAGEMENT RIGHTS AND ENTIRE AGREEMENT**

*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:

the right to prescribe and enforce reasonable work rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the City shall meet with the Union to discuss them and shall give due consideration to the Union's recommendations concerning the same. The City shall bargain over the impact, if any, of the City's decision.

- a. 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);
- b. the right to create job descriptions and revise existing job descriptions as deemed necessary;

- c. the right to determine work schedules including the right to change the regular workweek or work year, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized; provided that the City shall bargain with the Union over the impact of changes in the length of the work week or work year and shall give employees at least two (2) weeks' notice of a change in their work hours, except in the case of an emergency;
- d. the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;
- e. the right to establish or continue policies, practices, and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any;
- f. the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- g. the right to discontinue services, positions, operations, or programs in whole or in part;
- h. the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively, or expeditiously as a result of such action;
- i. the right to schedule mandatory staff meetings whenever deemed necessary;
- j. the right to select and to determine the number and types of employees required to perform the City's operations, and to create, modify and/or eliminate positions, subject to the City's obligations to bargain over the impact, if any.

These rights, responsibilities and prerogatives are inherent in the City by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding.

*Section 2.* The Union agrees to bargain in good faith with the City in the event that the City determines furloughs may be needed to meet the fiscal exigencies of the City. If the parties cannot reach agreement, the dispute shall be subject to interest arbitration.

*Section 3(a).* The parties recognize that the City retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

*Section 3(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.

*Section 3(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 13**  
**NO STRIKE OR LOCKOUT**

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

**ARTICLE 14**  
**SEVERABILITY**

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

**ARTICLE 15**  
**WAGES AND CLASSIFICATION**

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

*Section 2.* General Wage Increases.

- a. Effective and retroactive to July 1, 2023, the hourly rate for all employees shall be adjusted by a general wage increase of four percent (4.0%).
- b. Effective July 1, 2024, the hourly rate for all employees shall be adjusted by an additional general wage increase of one percent (1.0%).
- c. Effective July 1, 2025, the hourly rate for all employees shall be adjusted by an additional general wage increase of two percent (2.0%).
- d. Effective July 1, 2026, the hourly rate for all employees shall be adjusted by an additional wage increase of one percent (1.0%).

*Section 3.* Step advancement during the term of this agreement.

- a. Effective and retroactive to July 1, 2023, all employees shall advance one step on the Wage Schedule, with Step 2 eliminated and Step 9 added, as shown in Appendix A-1.
- b. Effective July 1, 2024, all employees shall advance one step on the Wage Schedule, with Step 10 added, as shown in Appendix A-2.

- c. Effective July 1, 2026, all employees shall advance one step on the Wage Schedule, with Step 11 added, as shown in Appendix A-4.

*Section 4.* Any Nurse who obtains a B.S.N. degree as of January 1 of the applicable year and still employed as of May 31<sup>st</sup> of that year shall receive an annual stipend of \$1000, payable on or about June 1<sup>st</sup>. Documentation, including transcripts and/or degree paperwork, will be required by the City as a condition of eligibility to receive this benefit.

*Section 5.* The City shall have the right to establish and/or change the pay period and/or pay day for employees. The City shall notify the Union at least ninety (90) days in advance of changing the pay period or pay day for employees.

*Section 6.* As a condition of employment, members shall be required to authorize direct deposit of their paychecks to financial institutions of their choice and, shall provide the City with an email address in order to receive electronic copies of their paystubs.

## **ARTICLE 16** **UNIFORMS AND CLOTHING**

*Section 1.* All employees shall abide by the Public Health Department's Personal Appearance Policy.

## **ARTICLE 17** **INSURANCE**

*Section 1. Health Insurance.*

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

- a. Effective September 1, 2020, each employee shall be eligible to participate in one of the following healthcare options effective the first of the month following date of hire and during designated open enrollment periods.
  - 1. A High Deductible Health Plan (HDHP-HSA) with a \$2,000/\$4,000 Deductible, funded jointly through a Health Savings Account.
    - i. On July 1, 2020, the City will fund 50% of the employee's deductible on a quarterly basis, with payments made on the first regularly scheduled payroll after September 1, December 1, March 1 and June 1.
    - ii. On July 1, 2021, the City will fund 50% of the employee's deductible on a quarterly basis, with payments made on the first regularly scheduled payroll after September 1, December 1, March 1 and June 1.
    - iii. On July 1, 2022, the City will fund 45% of the employee's deductible on a quarterly basis, with payments made on the first regularly scheduled payroll after September 1, December 1, March 1 and June 1.
    - iv. Once the annual deductible is met, there is 100% coinsurance for in-network medical coverage. Prescription drug costs at the negotiated rates,

in network and out-of-network medical costs apply towards the annual HDHP annual deductible. For out-of-network services, there shall be coinsurance of 30% on covered expenses. Once the annual HDHP deductible is met, members will be responsible for prescription drug co-pays, as set forth below. Once the deductible is met, the member may be subject to additional out-of-pocket costs associated with out-of-network utilization. The maximum “out-of-pocket” expense associated with the out-of-network cost 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.

#### 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.

- a. The Cigna Open Access Plus (OAP) Plan with the following co-payments:
  - \$30 for all office visit
  - \$50 for urgent care
  - \$100 for emergency room
  - \$300 for outpatient surgery
  - \$600 for inpatient hospitalization
1. 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.

#### Prescription Drug Benefits

- a. Employees who enroll in the HDHP-HSA shall enroll in the Cigna Pharmacy Plan. Prescription drug costs at the Cigna negotiated rates will apply towards the annual HDHP deductible. Upon reaching the HDHP deductible, prescription co-payments of \$5 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 Cigna allowance.



1. Employees who enroll in the Cigna Open Access Plus (OAP) Plan will also be enrolled in the Cigna Pharmacy Three-Tier Prescription Drug Plan with co-payments of \$5 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 pays 70% of the Cigna Pharmacy allowance.

### Dental Plan

Employees who enroll in one of the medical plans made available shall have the option to enroll in the dental coverage that is associated with each specific health plan. The dental coverage associated with the above referenced medical plans is the Cigna Dental 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.

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

### Premium Cost Sharing

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

#### Medical:

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

#### **OAP Plan**

Effective September 1, 2020: 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 Plans.

#### **HDHP Plan**

Effective September 1, 2020: 20% of the premium or premium equivalent  
Effective September 1, 2021: 21% of the premium or premium equivalent  
Effective September 1, 2022: 22% of the premium or premium equivalent

Prescription:

Each employee who is enrolled in the prescription plan shall pay:

**OAP Plan**

Effective September 1, 2020: 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 Plans.

**HDHP Plan**

Effective September 1, 2020: 20% of the premium or premium equivalent

Effective September 1, 2021: 21% of the premium or premium equivalent

Effective September 1, 2022: 22% of the premium or premium equivalent

Dental:

Each employee who is enrolled in the dental plan shall pay 25% effective September 1, 2020 and 26% effective September 1, 2021 of the premium or premium equivalent.

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

- i. To the extent permitted by law, a flexible spending account for medical expense reimbursements; and/or
- ii. To the extent permitted by law, a dependent care assistance plan.

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

*Section 2.* For the duration of this Agreement, the City shall provide, without charge to the employee, life insurance coverage in the face amount of two times (2X) the employee's annual base salary rounded up to the next \$1,000.

*Section 2(a).* In addition to the life insurance provided in Section 2, employees may purchase, at the employee's cost, an additional amount of life insurance, subject to the terms and conditions of the group life insurance contract in effect, an additional amount of up to one (1) times the annual base salary. Deductions from the employee's pay for the total cost of this additional life insurance coverage shall be made in accordance with the employee's pay cycle.

*Section 2(b).* The total amount of insurance provided by the City or purchased by the employee under this Article of the Agreement shall not exceed five hundred thousand dollars (\$500,000).

*Section 2(c).* The City may elect to change insurance carrier(s)/administrator(s) during the life of this agreement for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. "Comparable" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses ad minus) as to the remaining elements of the plan.

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

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

*Section 3(b). Health and Wellness Incentive*

Any employee who participates in any voluntary health and wellness initiative and/or program offered by the City shall be eligible for the health and wellness incentive offered by the City for voluntarily participating in said program and/or initiative.

*Section 4. Retiree Medical Benefits.*

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

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

Retirees who are eligible for Medicare at the time of retirement or who become eligible for Medicare subsequent to retirement and who wish to continue to receive retiree health insurance coverage from the City must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare A and B. The City will provide

access to a Medicare supplement plan, provided the retiree pays 102% of the applicable cost of the plan. The retiree may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of 102% of the applicable cost of the plan. The retiree may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

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

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

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

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

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

Those employees who are participating in the City's medical insurance plan at the time of retirement who retire with a full normal retirement (as such term is defined in the City's retirement plan) or who retire directly into Social Security at age 62 or later with at least twenty-five (25) years of service or at age 65 or later with at least fifteen years of service, and who are not eligible for Medicare or medical insurance coverage from another

employer at the time of retirement, shall be eligible to participate in such medical insurance plan(s) which the City provides to active bargaining unit employees, as such plans may change from time to time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the retiring employee and his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of the applicable cost of the plan. The retiree may not enroll any spouse or dependents after the time of retirement.

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

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

*Section 5.* Should the City obtain a subsidy from the state or federal government, or any cost savings, for offering prescription drug benefits to Medicare eligible retirees and/or spouse, such subsidy or savings shall belong exclusively to the City to the extent permitted by applicable law.

*Section 6.* For the purposes of the benefit plans set forth in this Article, "eligible dependent" shall be a spouse or child who meets the criteria set forth in the insurance carrier's plan description. Any employee who receives benefits for dependents who do not meet the requirements of Section 152 of the Internal Revenue Code shall be solely responsible for any resulting taxes and related charges and shall hold the City harmless from any costs in connection with the provision of such benefits.

*Section 7. Retiree Life Insurance*

The City shall assume the full premium cost for three thousand dollars (\$3,000.00) life insurance coverage which is afforded to an employee at the time he/she ceases being an employee and becomes a retiree.

## **ARTICLE 18** **MISCELLANEOUS**

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

*Section 2. Reimbursement for Nursing License*

The City shall reimburse each employee annually for the State nursing license fee within three (3) months of submission to the Finance Department. Proof of payment shall be credit card statement, cancelled check, or a receipt from the state licensing agency. Each employee must provide a copy of her/his valid license prior to reimbursement.

*Section 3. Training in Medical Procedures*

In the event that an employee will be required to perform a non-routine medical procedure that is new or that he/she has not performed in the recent past, the City shall provide appropriate orientation or training.

*Section 4. Mandatory Professional Development*

All employees are expected to attend mandatory professional development. Supervisors will provide the dates and times of mandatory professional development at least thirty (30) days in advance. An employee's absence from more than two mandatory professional development sessions per school year may result in discipline.

*Section 5.* When the employees covered by this bargaining agreement are at work for the City of Waterbury, there shall be supervision available to respond in a timely manner to questions and/or problems that may arise.

*Section 6.* All requests for Nurse Preceptor must be made in advance and all Preceptor Agreements and/or Clinical Affiliation Agreements with an accredited college or university must be reviewed in advance by Corporation Counsel.

*Section 7. Tuition Reimbursement*

Employees shall be reimbursed for tuition costs up to two thousand dollars (\$2,000) per calendar year for approved courses in which the employee receives a grade of "B" or better from an accredited college or university. In order to receive such reimbursement, the employee must receive written approval from the Director of Public Health prior to taking the course. The Director of Public Health's approval or denial shall be solely within his or her discretion and the final decision shall not be grievable. The course must be directly related to the employee's work and considered essential to maintain and/or improve skills for the employee's position. The total amount paid by the City to members of the Union for professional development in each fiscal year shall not exceed twenty thousand dollars (\$20,000).

**ARTICLE 19**  
**PENSION**

*Section 1.* The City agrees to provide members of the bargaining unit a copy of the pension and/or written summary of pension benefits covering its members, as well as relevant information pertaining to each nurse as an individual under such pension. Employees participating in the pension plan prior to the effective date of this Agreement shall be entitled to

retirement and survivor benefits pursuant to the terms and conditions of the ordinance entitled Final Amended Ordinance Regarding the Pension and Retirement System, Part II: Pensions and Retirement Provisions, and passed by the Board of Alderman on January 24, 2011 (the "Pension Ordinance") with the modifications provided herein. Notwithstanding the terms of said Pension Ordinance, employee contributions pursuant to said Pension Ordinance shall increase on January 1, 2006. The City shall provide a pre-tax basis for all contributions to the pension plan effective July 2009. 10-month employees shall continue to be excluded from participating in the Waterbury Pension and Retirement System, but such employees shall continue to be participants in Social Security.

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

*Section 2. Eligibility for Normal Retirement*

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

- a. An employee employed prior to December 7, 1995 shall be eligible to retire following twenty-five (25) years of service to the City, regardless of age.

*Section 3.* Employees, who are or become eligible for "vesting rights" as defined in the City of Waterbury Pension Ordinance shall not be entitled to the retiree insurance program set forth in this Section. Deferred vested pensioners shall not be eligible for retiree medical insurance.

*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, 2013.

*Section 5.* All employees shall be eligible to participate in the City's 457(b) Retirement Plan through payroll deduction.

**ARTICLE 20**  
**DISCIPLINE OR DISCHARGE**

Employees are expected to comply with the Nurse Practice Act, the American Nurses Association Code of Ethics for Nurses, and licensure requirements for the State of Connecticut, as well as all rules, regulations, and ordinances of the City of Waterbury. No employee shall be disciplined or discharged by the Department of Public Health or the City except for just cause. Each employee shall receive notice of any warning or disciplinary action placed in his or her personnel file. After two (2) years without further disciplinary action, the initial discipline shall not be used for purposes of progressive discipline.

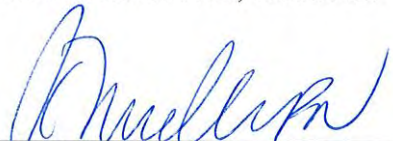
**ARTICLE 21**  
**DURATION**

This Agreement shall be effective upon execution by the City, unless a different effective date is prescribed in this Agreement for any section, article, or provision of this Agreement and shall remain in effect through June 30, 2027.



Dated at Waterbury, Connecticut this 19<sup>th</sup> day of March, 2024.

CHCA District 1199, NUHHCE

  
\_\_\_\_\_

CHCA District 1199

3/18/24  
\_\_\_\_\_

Date

The City of Waterbury

  
\_\_\_\_\_

Paul K. Pernerewski, Mayor

3/19/2024  
\_\_\_\_\_

Date

**APPENDIX A  
WAGE SCHEDULE**

**APPENDIX A-1**

**Year 1 (July 1, 2023 – June 30, 2024):**

		STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
N1		\$30.25	\$31.21	\$32.17	\$33.10	\$34.03	\$35.05	\$35.92
N2		\$38.88	\$40.10	\$41.33	\$42.54	\$43.72	\$45.03	\$46.16
N3 & PHN		\$38.88	\$40.10	\$41.33	\$42.54	\$43.72	\$45.03	\$46.16

**APPENDIX A-2**

**Year 2 (July 1, 2024 – June 30, 2025):**

	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
N1	\$30.56	\$31.52	\$32.49	\$33.43	\$34.37	\$35.40	\$36.28	\$37.10
N2	\$39.26	\$40.50	\$41.74	\$42.96	\$44.16	\$45.48	\$46.62	\$47.67
N3 & PHN	\$39.26	\$40.50	\$41.74	\$42.96	\$44.16	\$45.48	\$46.62	\$47.67

**APPENDIX A-3**

**Year 3 (July 1, 2025 – June 30, 2026):**

	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
N1	\$31.17	\$32.15	\$33.14	\$34.10	\$35.06	\$36.11	\$37.01	\$37.84
N2	\$40.05	\$41.31	\$42.58	\$43.82	\$45.04	\$46.39	\$47.55	\$48.62
N3 & PHN	\$40.05	\$41.31	\$42.58	\$43.82	\$45.04	\$46.39	\$47.55	\$48.62

**APPENDIX A-4**

**Year 4 (July 1, 2026 – June 30, 2027):**

**YEAR 4 PROPOSED WAGES**

	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
N1	\$31.48	\$32.47	\$33.47	\$34.44	\$35.41	\$36.47	\$37.38	\$38.22	\$38.98
N2	\$40.45	\$41.73	\$43.00	\$44.26	\$45.49	\$46.86	\$48.03	\$49.11	\$50.09
N3 & PHN	\$40.45	\$41.73	\$43.00	\$44.26	\$45.49	\$46.86	\$48.03	\$49.11	\$50.09

**APPENDIX B**  
**MEMORANDUM OF UNDERSTANDING**

Re: Pension Plan Participation

The City and the Union acknowledge that, upon the issuance of the arbitration award for this Agreement, eight (8) regular full-time 10-month bargaining unit-employees are entitled to participate in the Pension Plan, as defined in the Pension Article of this Agreement as an exception to the general rule that Pension Plan participation is limited to regular full-time employees. These three (3) employees are, Owens, Gumpert and Phelan-Wright.