

COLLECTIVE BARGAINING AGREEMENT

by and between

CITY OF NORWALK

and

LOCAL 2405, CONNECTICUT COUNCIL 4

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2012 - June 30, 2016

Approved by Common Council: 3/12/2013

NOT SIGNED BY PARTIES

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**PREAMBLE**

The welfare of the City and its employees is dependent largely upon the service which the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City management, upon the organization of employees and upon each employee to render honest, efficient and economical service. The spirit of cooperation between the management and the organization and the employees represented thereby being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

**ARTICLE I  
RECOGNITION**

Section 1.1 The City hereby recognizes that the Union is the sole and exclusive representative of all employees in the Department of Public Works, Parks, Recreation, Custodians, Fleet Services and Dispatchers who are not elected and who do not have the authority to hire and fire and/or to assign and direct work, for the purpose of bargaining with respect to wages, hours of work, and conditions of work.

Section 1.2 Agreements reached between the parties to this agreement shall become effective only when signed by the President of Local 2405 and where required approval by the Union membership, and the authorized representative of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, and the authorized representative of the City of Norwalk, Connecticut, and ratified by the Common Council of the City of Norwalk, where required.

**ARTICLE 2  
MANAGEMENT RIGHTS**

Section 2.1 The City has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement. The City shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the City and direction of the working forces, including, but not limited to, the following:

- (a) To determine the care, maintenance, and operation of equipment and properly used for and on behalf of the purposes of the City.
- (b) 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.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the City's operations.

- (e) To ensure that incidental duties connected with City operations, whether enumerated in job descriptions or not, shall be performed by employees of the City.
- (f) To establish contracts or subcontracts for municipal operations under emergency circumstances declared by the Mayor, provided that this right shall not be used for the purposes or intentions of undermining the Union or of discriminating against its members and provided further that the City will first endeavor to utilize available and qualified bargaining unit employees before using outside contractors.

**ARTICLE 3  
NON-DISCRIMINATION**

SECTION 3.1 The City acknowledges that it is an equal opportunity employer, and the City and the Union agree that there shall be no discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, sex, marital status, national origin, disability, or veteran status.

**ARTICLE 4  
UNION SECURITY**

Section 4.1 All new employees hired will either join Local 2405 within thirty (30) days of employment or pay a monthly service fee equal to the monthly Union dues to the Union as a condition of employment. This section will pertain to all new employees covered by this agreement. All existing employees who are members of Local 2405, will remain members of Local 2405 for the duration of this agreement or pay a monthly service fee, equal to monthly Union dues or agency fee, to the Union as a condition of employment.

**ARTICLE 5  
DUES CHECK OFF**

Section 5.1 The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the secretary or other authorized official of Local 2405 which are Union dues. Deductions will be made from the payroll check and total dues will be delivered monthly to the treasurer of Local 2405.

Section 5.2 The City shall not make dues deductions for those periods during which the employee has no earnings or in those periods in which the employee's earnings shall be less than the amount authorized for deduction. In the event the employee has missed dues deductions, they shall be taken once the employee has returned to pay status.

Section 5.3 The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union

together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the City harmless from any claims arising as a result of any deduction made pursuant to this section.

Section 5.4 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken or not taken by the City in reliance upon the check off provisions of this Agreement or on the correctness of any dues deduction authorization furnished by the Union to the City. The City shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity and the Union shall promptly defend such suits or proceedings, without cost to the City, and in the event the Union fails to defend such suits or proceedings, the City shall undertake such defense and all costs thereof shall be charged to the Union.

**ARTICLE 6  
SENIORITY**

Section 6.1 The City shall prepare separate seniority lists for the following sections of the bargaining unit:

DPW Operations Division  
Public Safety Telecommunications  
Fleet Services  
DPW Engineering Division  
Department of Police, Bureau of Custodians  
Parking Enforcement  
Recreation and Parks Department  
Custodians

and a seniority list for all other employees covered by this agreement. These seniority lists shall include all employees covered by this agreement whose names shall appear thereon in the order of their last entering the employ of the City. This list shall be brought up to date on January 30 of each year and shall be simultaneously dated and posted on the bulletin boards of each bureau and department. Any employee who feels there is an error in his seniority date as shown must present his facts to his department head substantiating his position within thirty (30) calendar days of the date of posting. If no objection is raised, the dates on the list will be presumed to be correct.

**ARTICLE 7  
CLASSIFICATION PLAN**

Section 7.1 A list of existing job titles and their corresponding grades in the bargaining unit is attached to this Agreement.

Section 7.2 The City maintains a classification plan for the classification of positions in the unit. The classification plan shall be Thompson Plan, as modified in accordance with Section 7.5 or by agreement of the parties. The classification plan consists of class specifications, class relationship material and other related materials.

Section 7.3 When the City creates a new position or makes other than minor changes that create an impact in existing job descriptions for the purpose of normal maintenance of the classification plan, the City and the Union shall negotiate appropriate pay rates and pay ranges. If the salary grade is not agreed, then the City's position will be implemented and the Union may request binding arbitration over the salary placement. If the Union prevails the salary will be retroactive to the date of creation.

Section 7.4 The parties agree that job descriptions shall not be submitted to the Personnel Committee for approval. The City will give the Union a copy of any new or revised job descriptions.

Section 7.5 Any employee may make a written request for a review of the classification of his position from January 1st to June 1st of each year through his department head to the Director of Personnel and Labor Relations with a copy to the president of the Union, provided that no such review had been made during the previous twelve (12) months. The City will give a decision on such requests by October 15th of each year, unless such time limit is extended by mutual agreement of the City and the Union. Any differences, disputes or controversy concerning the reclassification of individual positions in the bargaining unit shall be resolved through the grievance procedure.

Section 7.6 No person shall be appointed to or employed in a position under a new or revised class title until a pay range for such class has been established as provided in Section 7.3 or 7.4 of this Agreement.

#### **ARTICLE 8 OUT OF CLASS WORK**

Section 8.1 If an employee is required to work temporarily for two (2) hours per day or more in a higher classification than his normal position, he shall be compensated by an extra fifty (50) cents per hour above his regular rate for working in the next higher grade and an additional fifty (50) cents per hour for each additional higher grade.

Section 8.2 An employee asked to fill a supervisory position for more than two (2) hours per day, shall be compensated by an extra 5% above his or her hourly rate. If authorized overtime is involved, the overtime rate will be at the newly adjusted hourly wage.

Section 8.3 Employees shall not be regularly assigned duties outside their regular classification, nor shall a Supervisor regularly perform any duties of such employee. During normal working hours, all employees shall be used in the area of their work classification. When no personnel are available in the work classification, the City shall use qualified personnel of a higher classification. When no personnel of higher classification are available, the City shall utilize personnel of a lower classification. When this latter situation occurs, the lower classification personnel shall receive an out-of-class adjustment in accordance with this contract.

#### **ARTICLE 9 VACANCY-JOB POSTING**

Section 9.1 When a vacancy exists, the employee with the highest seniority and who is qualified shall be appointed from the promotion list established through departmental training programs and established testing procedures or the bid list. The training and testing programs must have the written approval of the Director of Personnel and Labor Relations.

Section 9.2 Job posting will only occur when the promotion list is exhausted or if the candidate put forward fails to qualify for the position or when there is no approved training program or if the Union and City mutually agree that it is in their best interest not to post the job. Posting shall be in the following manner:

A. All vacancies and new positions shall be posted within five (5) days if funds are available. Copies of the job bid and a list of the persons bidding for the job and the appointment of the person to the job shall be sent to the Union's President promptly at the end of the job posting period.

B. Effective upon the issuance of this award, the filling of Telecommunicator positions in Combined Dispatch shall be exempted from the promotional or bid processes.

C. Job bids will be posted simultaneously in all divisions and departments of the bargaining unit for a period of five (5) workdays. Persons employed in the sections listed in Section 6.1 from which the job bid originates shall have preference over other bargaining unit employees if they have at least one (1) year of service in the section from which the job bid originates. If no employee in the section from which the job bid originates has at least one year of service, the City and the Union may agree to accept the senior qualified employee in the section with less than one year of service prior to consideration of employees from other sections assuming successful completion of the probationary period. If there are no bids, the City may fill the position in any way it wishes.

Section 9.3 All jobs not filled from promotional lists in the bargaining unit shall be posted and open to bid with the exception of Telecommunicator. Horizontal bidding or bidding from one grade to another vacancy at the same grade will be allowed provided that the employee presents good reason for his transfer and that he is qualified in the reasonable judgment of the Department Heads affected.

Section 9.4 No new employee shall be hired to fill a vacancy unless it is mutually agreed between the City and the Union that no present employee is qualified for the position and that further on-the-job training would be of no avail. However, in no event shall any further on-the-job training delay the hiring more than 45 days from the date of the vacancy.

Section 9.5 If an employee refuses to accept a promotion in accordance with Section 9.1, the employee shall not be eligible for a promotion in that classification for one year from the date of the refusal.

Section 9.6 Employees who bid on a posted job, and are deemed qualified for the position, may withdraw from the bidding procedure at anytime up to and including the date of the closing. Withdrawal must be done in writing to the Personnel Director. A request for withdrawal

after the closing date up to the date the position is filled shall be allowed, however that employee may not then bid on another position in the same classification for one year from the date of the withdrawal.

**ARTICLE 10**  
**TRAINING**

Section 10.1 The City of Norwalk shall conduct on-the-job training programs for employees to instruct them in the various operations and functions of their division. The City shall establish promotional lists from which vacancies shall be filled. During the training programs, the individual employees shall not be entitled to additional compensation. This program shall not apply to the Dispatch center positions.

Section 10.2 The City and the Union agree that the following areas of work shall constitute the available training areas: Heavy Equipment, Fleet Services, Drivers, Masons, Traffic Maintenance Dispatcher, Weighmasters, Junior Engineer, and Recreation and Parks. Training may occur only within an employee's current area of work as defined herein. This list may be changed upon the agreement of both parties.

Section 10.3 The following shall be classified as heavy equipment: The Tanker Truck; Street Sweepers; The Backhoe; Loaders, Excavators, Skid steers larger than a Bobcat S650; Rollers (over 5 tons); Vacuum Trucks. The Bucket Truck and the Mini Vacuum Sweeper shall not be designated as heavy equipment.

Section 10.4 When called upon to operate a piece of equipment or work at a job in a higher classification, he shall be paid according to the specification of this contract.

- A. The City will make every effort to give training to all employees who seek it, within available resources.
- B. All employees may sign up for any training listed. The training list for each task will be done by seniority. The training will be given to the senior person on each list, depending on the City's work schedule and time of year.
- C. The training will be done as deemed necessary for each area as determined by the City.
- D. The employee shall receive no extra compensation during the allotted time for training, however he/she will receive overtime at his/her normal grade if the work is authorized by the City.
- E. The City reserves the right to train more than one individual at a time in any area. If an employee is the senior person on more than one list, he/she will be given his choice of the training he desires. Once this choice is made, the employee will go to the bottom of each of the other lists he/she has signed.
- F. This promotional list will remain effective from January 1 to December 31 of each year. The choices may be changed each year during the month of December.

- G. Employees presently qualified in one of the listed job areas may be assigned to assist in training and will receive one dollar per hour (\$1.00) for the training period they conduct. Responsibility for the adequacy and completeness of the training rests with the supervisor.

**ARTICLE 11  
PROBATIONARY PERIOD**

Section 11.1 New employees except Telecommunicators shall serve a probationary period of six (6) months. New telecommunicators shall serve a twelve (12) month probationary period. New employees excluding Telecommunicators shall not be scheduled for weekend duty or overtime during their probationary period with the following exception: During snow and ice operations the City may utilize probationary employees after first scheduling all other qualified employees for overtime. Telecommunicators shall be permitted to work overtime after four (4) months of employment. Probationary employees shall have no seniority rights during this period but shall be subject to all other provisions of this agreement except in the event of disciplinary action or dismissal, the union and the probationary employee may submit a grievance directly to Step 3 of the grievance procedure. The decision at Step 3 shall be final and shall not be subject to arbitration. Probationary employees who have completed their probationary period shall be full-time employees and shall acquire seniority as of the date of their employment. Any lost time in excess of fifteen (15) working days shall be added to the length of the probationary period.

Section 11.2 Current employees promoted or transferred to a higher classification shall serve a three (3) month probationary period. The City may extend the probation period of up to an additional three (3) months with union approval, which shall not be unreasonably denied. Any time in excess of five working days missed from work shall be added to the length of the probationary period. During the probationary period the employee may elect to return to his/her vacated position within one calendar month of assuming the new position. The City may temporarily fill the vacated position provided no other bargaining unit employee is qualified to do the work.

**ARTICLE 12  
TEMPORARY PERSONNEL**

Section 12.1 The City shall have the right to employ up to twenty (20) temporary employees without restriction in Recreation and Parks provided it does not hire these employees to replace laid-off full time bargaining unit members. In the event that the City defunds or eliminates any full time position from this bargaining group during the term of this contract then there will be a corresponding reduction in the number of temporary employees. These limits shall not include temps employed under Articles 29, 30 and 33.

**ARTICLE 13  
SUBCONTRACTING**

Section 13.1 There shall be no subcontracting except as currently established. If a new situation arises that may concern subcontracting, such issues shall be subject to prior notification, negotiations, and mutual agreement of the parties.

Section 13.2 Notwithstanding any restriction in this agreement to the contrary, the City shall have the right to subcontract out solid waste collections. If the City exercises its right to subcontract out this function, then solid waste employees regularly assigned to this function will be permitted to bid to other positions that they are qualified for within the Operations Division of Public Works. The City will notify the affected employee where the openings exist. There shall be no layoffs as a direct result of the City's decision to subcontract out solid waste collections.

A. Salary Placement: Once placed in their new position, the employee's salary shall be determined by placing them on the closest step within the grade of their new position to the salary of their previous position that does not result in a salary increase. If their previous salary is above the range of their new position, they will be placed on the top step of their new position. If the City elects to subcontract garbage those employees hired prior to July 1, 2009 will receive a one-time lump sum bonus equal to the reduction in their base pay between their new position and their previous position.

B. In the event the City decides to provide Solid waste collection using City employees, the City agrees it will conduct impact negotiations.

#### **ARTICLE 14 LAYOFF & RECALL**

Section 14.1 If the City eliminates a bargaining unit position, then the least senior employee in that job classification shall be subject to layoff. If the affected employee has previously held a bargaining unit position and he is currently qualified for the position, then he shall have the right to bump the least senior person within that particular job classification. In turn, the employee affected by the bump shall have the right to bump to a position he has previously held and is currently qualified to fill provided his is more senior than the least senior employee in that group. The bump process will continue until the number of positions eliminated is achieved. In the event the position eliminated is a Driver, he shall also be able to bump to a laborer position even if the Driver has not previously held the position.

Section 14.2 Laid off permanent employees with the most seniority shall be recalled to a position that they previously held and they are qualified. No new employee shall be hired in the job classification until all eligible laid off employees have been given an opportunity to return to work, unless otherwise provided herein. The obligation to rehire any laid off employee shall be limited to a period of twelve (12) months from the date of his layoff.

Section 14.3 If a vacancy exists in a department for which no employee is on recall, then all laid off employees may apply, except that if an

employee is on layoff from a position in one department and the same or lower classification in a different department is vacant that employee shall have preference based on seniority providing the employee is qualified. Such recall shall be subject to a ninety (90) working day probationary period.

Section 14.4 Union officers and one (1) steward in each Department and Bureau shall be the last to be laid off and the first to be rehired in case of layoffs.

## **ARTICLE 15 HOURS OF WORK**

Section 15.1 Eight (8) hours shall constitute a day's work and shall be from 7:00 a.m. to 3:30 p.m. with an unpaid one-half (1/2) hour meal break. Employees shall be paid on an hourly basis except as hereinafter provided.

A. The workday for the employees in the Engineering Division, shall be from 8:00 a.m. to 4:30 p.m. with one (1) hour for lunch.

Section 15.2 Police Custodian's workweek is as follows:  
1 employee: 6 a.m. to 2:00 p.m. Monday, Tuesday, Wednesday, Thursday, Friday. Upon vacancy of the current incumbent, the schedule will revert to a forty hour workweek with a half hour unpaid lunch.

Section 15.3 Employees of Parking Enforcement work week is as follows: eight (8) hours between 8:00 a.m. and 4:30 p.m. with a one-half (1/2) hour meal break. The agreement concerning Parking Operations dated October 27, 2003, as amended August 12, 2004, shall continue in effect.

Section 15.4 It is the present practice to rotate Parking Enforcement Personnel to cover vacation, sick time, emergencies and other operational requirements from position to position. The City reserves the right to continue this present practice.

Section 15.5 The basic workweek shall be established as either a five (5), six (6), or seven (7) day position.

A. Five (5) day positions: The duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

B. Six (6) day positions: The duties of which can reasonably be met in six (6) days, the day off will be Sunday.

C. Seven (7) day positions: On positions which must be filled seven (7) days per week, any two (2) consecutive days may be rest days with a presumption in favor of Saturday and Sunday.

Section 15.6 Seven (7) day positions are established only in Dispatch, and in the Recreation and Parks Department as it concerns beach operations or new employees, i.e., hired subsequently to the original inclusion of this provision in the labor contract. All present employees of the Recreation and Parks Department, other than those engaged in beach operations, shall remain in a five (5) day position.

Section 15.7 Six (6) day positions shall be established in the Transfer Station where the nature of the work is such that employees will be needed six (6) days each week and the rest day shall be Sunday and one other day as arranged by schedule.

Section 15.8 Any regular work day schedule beginning within the hours of 12:00 noon to 6:00 a.m. shall receive a differential rate of sixty-five (65) cents per hour. This section shall not apply to Telecommunications.

Section 15.9 In the event an employee is called and has actually reported to work prior to 6:00 A.M., he is entitled to breakfast between 8:00 A.M. and 10:00 A.M. in an emergency situation under supervisory direction. All employees will remain on the clock during the half-hour period of emergency overtime worked after 4:00 P.M. or before 7:30 A.M. on regular scheduled workdays. On Saturday, Sunday, and paid holidays, employees required to perform emergency overtime work will remain on the clock during all meal periods. It is understood that this section shall not apply to Telecommunicators.

Section 15.10 A ten (10) minute coffee break shall be granted to each employee every morning and a ten (10) minute break in the afternoon.

Section 15.11 No Employee shall be paid for hours not actually worked except where otherwise provided herein or where the use of accrued time is authorized. However, during emergency or snow/ice clearance operation, management may, in its discretion, end the normal workday early where it is determined that employees have not had sufficient rest. If such determination is made, employees shall be paid for the balance of the shift.

## **ARTICLE 16 OVER-TIME**

Section 16.1 All hourly employees shall receive time and one-half (1-1/2) for all work performed over eight (8) hours per day or during any hours not constituted as the basic work day, or for over forty (40) hours in any one work week.. All employees in the Engineering Division shall receive time and one-half (1-1/2) for all work performed over forty (40) hours in any workweek.

Section 16.2 Regular employees, except those at the Recreation and Parks Department beach operations and other park facilities, and employees assigned to refuse collection, shall not work on any holiday set forth in Article 35.1 and they shall receive a full day's pay for this holiday. If any emergency makes it necessary for an employee other than those in the Parking Enforcement, Parks and Recreation Department, and beach operations or other park facilities or seasonal employees, to work on a holiday, he shall be paid two and one-half (2-1/2) times his regular rate (and thus be paid a total of two and one-half (2-1/2) days pay for the holiday). The normal holiday pay is included in this payment.

Section 16.3 The City of Norwalk agrees that only those equipment operators whose usual duties are closely associated with work required to be performed beyond their regular hours of employment shall be used for extra work. For the purpose of this section, extra work shall include

emergency work and snow removal. If the regular employees of the Department are not available to do extra work, the authorized supervisor shall call other qualified employees. Until normal resources are exhausted, no person other than the employees of the Operations Division shall drive or work on any piece of City-owned equipment for extra work but DPW may draw from other employees in Local 2405 if they are qualified.

Section 16.4 An employee called for emergency work shall be given a minimum of three (3) hours at one and one-half (1-1/2) times his regular pay rate.

A. Work required for general snow and ice control is not considered emergency work under this three (3) hour minimum rate clause.

Section 16.5 The City of Norwalk agrees to equitably distribute overtime assignments to the available employees who can do the work without further training on a rotating schedule based on seniority and job classifications. At the Highway Section, the following jobs are the accepted job classifications: Traffic signal technician/mechanic, Masons; Heavy Equipment Operators; Drivers and Laborers. At Fleet Services, accepted classifications are Automotive Store Clerk, Class I Mechanic and PM Mechanic. The accepted job classifications at Recreation and Parks are Park Maintainer I, II, III, Carpenter, Plumber/Pipefitter and Maintenance Trades worker.

Section 16.6 Under no circumstances shall time off for time worked be awarded in lieu of overtime payments as stipulated in this agreement.

Section 16.7 There shall be no overtime to any employee on injury or light duty status.

Section 16.8 On-call duty overtime shall be voluntary, except as provided in Section 16.11, and for highway personnel divided into two (2) classes. Class 1 shall include Masons, Heavy Equipment Operators and Drivers. Class 2 shall include Laborers. The list shall be rotated in accordance with seniority. Probationary employees shall not be scheduled for weekend duty or overtime with the following exception: During snow and ice operations the City may utilize probationary employees after first scheduling all other employees for overtime. Failure to accept an overtime turn shall count as a turn worked. Dated records of overtime distribution shall be made available to a delegated Union representative(s) at all times.

Section 16.9 Employees in the Public Works Operations Division on vacation shall not be considered available for designated overtime assignments. If an assignment comes up during the employees' vacation, they shall receive a red 8. A vacation is considered to begin at 3:31 PM on the last day of work scheduled immediately prior to the start of the vacation period and is completed when the employee returns to regular duty. This shall not apply to emergency work.

Section 16.10 Maintainer 1's with CDLs who sign up as back up drivers shall remain on back up driver list for at least one year.

Section 16.11 The City shall have the right to require overtime work of employees. An employee shall be excused from required overtime if on approved leave as defined herein. In the event overtime is required, the

seniority list shall first be exhausted and if there are no volunteers the least senior employee within the given classification will be ordered in. Mandatory overtime in dispatch shall be covered in Article 44.

Section 16.12 If there is an error in the distribution of overtime, the employee who should have been called to work but was not called will be offered the next available opportunity. This shall be the exclusive remedy for a violation of overtime distribution procedures. After the second instance in the quarter, the Union will notify the Director of Public Works of the issue. If the Union has notified the Director and the employee is skipped for the third time within six months period then the employee will be paid for the missed opportunity.

## **ARTICLE 17 ON CALL**

Section 17.1 DPW Operations Division. Two (2) hourly-rated employees of the Operations Division (one driver and, one laborer) shall be assigned to an on-call status. If he is called in to work, he will be paid a minimum of three (3) hours at one and one-half (1-1/2) times his regular rate. The regular on-call period shall start at the close of the regular workday on Friday and shall run until the start of the regular workday on the succeeding Friday. When an employee is assigned to be on-call, he must be immediately available and in condition for immediate work assignments during such periods. The on-call employee will be contacted via his assigned City cell/PPT phone. If he does not respond or is not reached, the City will contact him via an alternative number designated by the employee. If an on-call employee does not respond to a call, he shall forfeit one day's on-call stipend. When an on-call employee does not respond within fifteen minutes, the City shall order a qualified employee from the overtime list to report to work. If the on-call employee calls within 30 minutes, he shall not forfeit the stipend, otherwise two days of the stipend shall be forfeited. The current practice of assigning on call traffic signal response shall continue. When the on-call traffic signal person is contacted at home and can make adjustments to the traffic signal network from a home PC, he shall be compensated for the actual time worked with a one-hour minimum at the regular overtime rates. In the event there are fewer than four (4) employees in each classification signed up for on call, qualified employees from other classifications in the department may sign up to be on-call.

Section 17.2 Refusing to respond or be available when on call shall result in the loss of that portion of the weekly stipend.

Section 17.3 No employee will be assigned to more than one (1) on-call status in any one (1) week.

Section 17.4 If an on-call week becomes vacant for any reason the following procedure shall apply: The employee presently on call shall be asked first to remain on call. If this employee declines, the on call assignment shall be offered to the next employee on the on-call list, and each succeeding employee, if necessary, until the assignment is filled.

Section 17.5

There shall be no on-call stipend paid to any employee on any day while he is out sick, on vacation, using a personal day, on light duty, on authorized or unauthorized leave.

Section 17.6 On Call Stipend: For all employees on-call under section 17.1 and 17.2 the on-call stipend shall be: \$125 per week. Effective upon approval of the agreement: \$150 per week.

**ARTICLE 18  
WAGES**

Section 18.1 The scale of wages in force under this agreement shall be in accordance with the wage schedules attached hereto. Employees shall continue to be eligible for step increases in accordance with current practice. An employee must have completed six (6) full months of service to be eligible for the next incremental step increase.

Section 18.2 The City of Norwalk agrees that the wage schedule and classification chart shall be part of this contract and no variations shall be allowed.

Section 18.3 Employees will receive the following general wage increases:

|              |       |
|--------------|-------|
| July 1, 2012 | 2.25% |
| July 1, 2013 | 2.0%  |
| July 1, 2014 | 2.0%  |
| July 1, 2015 | 2.25% |

Wage schedules reflecting these increases are attached to this Agreement.

Section 18.4 For emergency snow, ice and flooding work, a meal allowance at the rate of fifteen (\$15) dollars per meal shall be provided for those employees required to work beyond their normal scheduled work hours to perform emergency work associated with emergency snow and ice control and flooding conditions. The meal allowance shall be provided for those eligible employees working during the meal times of 6:00 p.m., 12 midnight, and 6:00 a.m. Also a meal allowance of fifteen (\$15) dollars shall be provided for the noon meal in those instances when the work being performed is on Saturday, Sunday, and any paid holiday. It is understood that this section shall not apply to Police and Fire dispatchers.

Section 18.5 Employees shall be paid on a bi-weekly basis via direct deposit.

Section 18.6 Demotions: In the event an employee is demoted, he or she shall be placed a step in the new position that is one step below their current salary.

Section 18.7 Tree Assignment: The City proposes the following: When assigned to the tree crew, employees will receive an additional two dollars and fifty cents (\$2.50) per hour for such work. In order to be

eligible for the assignment pay employees must have successfully completed tree warden training.

Section 18.8      Leaf Pick Up Assignment: During scheduled leaf pick-up weeks, employees assigned to that function will receive an additional two dollars (\$2.00) per hour for hours worked. Work in this assignment shall not be done on an incentive basis.

**ARTICLE 19**  
**LONGEVITY**

Section 19.1      Employees in the bargaining unit shall receive longevity payment in their regular paycheck during the first week of December. For tax purposes, the longevity pay will be calculated as if it were a separate check.

Section 19.2      Longevity payments shall be due to all regular full-time employees in the bargaining unit (excluding temporary, seasonal and part-time employees) on the following schedule:

Completion of

|                           |              |
|---------------------------|--------------|
| 8 Years through 14 Years  | \$425        |
| 15 Years through 19 Years | \$500        |
| 20 Years                  | \$525        |
| Each Year thereafter      | \$10.00 more |

Effective March 1, 2013, employees hired after that date shall be eligible for longevity payments as follows:

|  |       |
|--|-------|
| 10 years through 14 years              | \$250 |
| 15 years through 19 years              | \$350 |
| 20 years through the end of employment | \$450 |

The word "continuous" in the aforementioned language is not intended to deprive any member of the bargaining unit as of December 31, 1984 from continuing to receive credit for those years of longevity credited as of December 31, 1984, whether or not of a continuous nature.

**ARTICLE 20**  
**MILEAGE REIMBURSEMENT**

Section 20.1      Employees who occasionally use their personal cars in the service of the City shall be compensated at the IRS rate.

**ARTICLE 21**  
**INSURANCE**

Section 21.1 The City shall provide the medical, dental, vision, and prescription drug benefits as set forth in Exhibit 1 of this agreement through a properly licensed insurance company in the State of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the City, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same rights of appeal extended by the service provider as if benefits were insured. In no event shall the coverage and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered be less than the benefits and coverage as set forth in Exhibit I. The size and scope of a preferred provider network of physicians, hospitals, dentist, optometrist, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. The network must include Norwalk Hospital. The City retains the sole and exclusive right to select and/or change insurance carriers. The City shall review any proposed changes with the union prior to implementation and if there is no agreement on the level of benefits coverage or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit this issue to binding arbitration.

Section 21.2 The City may change insurance carriers or become self-insured upon prior notification of thirty (30) days to the Union provided the following step also occurs: the new insurance carrier or self-insurance program must provide coverage, benefits and administration equivalent to that being offered in the contract at the time of change.

Section 21.3 Effective July 1, 2003 The City of Norwalk Health Plan will be CIGNA's Open Access Point of Service Plan(POS). Effective January 1, 2014, the City will provide a \$2000/\$4000 high deductible health plan (HDHP) and the OAP Plan set forth below and in Appendix A. Effective January 1, 2014, for those enrolling in the HDHP, the City will fund sixty-five percent (65%) of the deductible into a Health Saving Act (HSA). Effective January 1, 2015, the City will fund sixty percent (60%) of the deductible. Effective January 1, 2016, the City will fund fifty percent (50%) of the deductible. Effective January 1, 2015, employees enrolled in the OAP plan will pay, in addition to their current health care contributions, the difference in cost of the HDHP and the OAP plan

Effective upon ratification, the copays for the Pharmacy Plan for those in the City OAP health plan are as:

\$10 for Generic Drugs  
\$30 for formulary name brand drugs  
\$45 for non-formulary

Mail order prescriptions two (2) co-pays for a 90 day supply.

Section 21.4 OAPOS Plan Changes:

Effective upon ratification, the City OAP health plan will be modified to reflect the following changes:

The copay for emergency room visits shall be one hundred (\$100) dollars.  
The Office visit copay shall be twenty dollars (\$20)

Effective January 1, 2014:

The office visit copay shall be twenty-five dollars (\$25)

The copay shall apply to all office visits, including those for preventive care.

Section 21.5 Mandatory Mail Order/Mandatory Generic: Effective upon the issuance of the award, the City will introduce mandatory mail order and mandatory generic programs for its pharmacy coverage as follows:

Where a generic drug is available employees will be required to use the generic drug unless their physician deems it medically necessary and obtains prior authorization for the non-generic drug. If the non-generic is unauthorized, then employee will pay the applicable non-generic co-pay plus the cost difference between the non-generic and generic prescription.

The mandatory mail program will require employees to receive their maintenance prescriptions through mail order after two retail prescriptions are filled for a given drug. If mail order is not utilized when required then the prescription will be subject to twice the applicable co-pay.

Section 21.6 Employee Health Care Contributions: Employees shall pay the following share of the premium equivalent for the health insurance plans:

Effective July 1, 2012, an employee shall contribute ten percent (10%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge.

Effective July 1, 2013, an employee shall contribute twelve percent (12%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge provided they have met the requirements of the wellness program.

Effective January 1, 2014, employees enrolled with family coverage in the OAPOS shall contribute seventeen percent (17%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge.

Effective July 1, 2014, an employee enrolled in the HDHP-HSA and OAPOS single and single plus one shall contribute thirteen percent (13%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge provided they have met the requirements of the wellness program. Employees enrolled with family coverage in the OAPOS shall continue to contribute seventeen percent (17%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge.

Effective January 1, 2015, an employee enrolled in the OAPOS single and single plus one coverage shall contribute sixteen percent (16%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge provided they have met the requirements of the wellness program. Employees enrolled with family coverage in the OAPOS shall contribute twenty-one percent (21%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge.

Effective July 1, 2015, an employee enrolled in the HDHP-HSA plan shall

contribute fourteen percent (14%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge. Employees enrolled in the OAPOS shall continue to contribute the percent of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge, effective for January 1, 2015.

Effective January 1, 2016, employees will pay, in addition to the regular employee health care contribution rate, the cost difference between the HDHP-HSA and the OAPOS.

Section 21.7 Wellness Program: Effective July 1, 2013, the City will establish a wellness program. Those employees who meet the requirements of the wellness program, in the given fiscal year, shall receive the following: FY 13/14 two hundred dollars (\$200) contribution to their HSA account in August 2014; FY 14/15 two hundred fifty dollars (\$250) paid August 2015. FY 15/16 three hundred dollars (\$300) paid August 2016. Each June, the City shall distribute the Wellness goals to employees for the following fiscal year. The City shall consult with the Union prior to implementation the annual wellness goals. For employees enrolled in the OAPOS at the time payment the amounts shall be three quarters (3/4) of the amounts listed above and shall be subject to applicable deductions for taxes and withholdings.

Section 21.8 OPEB Trust Fund: Effective July 1, 2008, during active employment, employees shall contribute, five (5) % of the "employee only" COBRA rate to a trust fund for retiree medical benefits. Effective April 1, 2007, employees hired after that date shall contribute ten (10%) percent of the "employee only" COBRA rate to a trust fund for retiree medical benefits.

Section 21.9 Employee Assistance Program. The City will implement an Employee Assistance Program for its employees with a minimum of a three session assessment and referral model. Referral after the initial assessment phase will be covered under the employee's insurance benefits outlined in Article 5.

Section 21.10 Subrogation: The City shall have the right of subrogation with respect to medical and health care benefits expended on behalf of an employee to the extent such employee recovers such economic damages from a tortfeasor or responsible third party.

Section 21.11 The City agrees that, upon request of the Union, it will meet once during the term of this agreement to discuss the State's Health Plan offering. This shall not mean the City is agreeing to open negotiations on this issue.

## **ARTICLE 22 RETIREE BENEFITS**

Section 22.1 Retiree Health Insurance: An employee hired prior to March 1, 2013 who retires under the City's pension plan shall be eligible to continue participation in the medical plan subject to the following:

A. An employee must actually retire from City employment to be eligible for retiree insurance; vesting alone is not sufficient.

B. Any individual who retires under the City's pension plan and is otherwise eligible for continued insurance benefits, shall not be eligible to continue in the City's medical plan if that individual is eligible for medical plan participation with substantially equivalent coverage through some other employer. If the retiree loses the alternative coverage, he/she may reenter the City's plan.

C. The existing carve-out method for coordination of benefits with Medicare shall continue.

D. Retirees shall be eligible to participate in the same medical and dental plan as is available to active employees, but in no event shall a retiree be eligible for greater benefits than he/she enjoyed at the time of retirement. If a retiree resides in an area where there is a PPO network, but no OA-POS network the City shall reimburse the employee for any costs above the in-network benefit so long as the retiree is treating with a provider in the PPO network. If the retiree resides in an area where there is no PPO network nor an OA-POS network then all treatment shall be on an out of network basis.

E. At the time of Medicare eligibility, the retiree shall be enrolled in the OAP-POS plan with the carve-out provision. In addition, if a retiree who retired on or after 1/1/14 turns 65 and is not eligible to participate in the HDHP-HSA plan but has a spouse or dependent who is under 65, the retiree and the spouse or dependent shall be enrolled in the OAP-POS plan (with the carve-out provision applicable to any plan participant who is 65 and over).

F. Retirees shall be subject to all provisions of the coordinated care program or any other cost containment program applicable to active employees.

F. A retiree hired prior to April 1, 2013, must complete at least ten (10) years of full time service in order to be eligible for retiree medical benefits.

**H. Retiree Health Insurance Eligibility:**

**Hired Before April, 1, 2007:**

Effective July 1, 2012, employees hired prior to April 1, 2007 who retire after March 1, 2013 shall pay the same percentage contribution as active employees toward their health care coverage. When an employee in this group reaches the age of Medicare eligibility, he/she shall pay fifty percent (50%) of the amount that active employees contribute toward health care expenses.

Window: Notwithstanding the preceding employees hired prior to April 1, 2007, who are eligible to retire with 10 years of service and age 55 as of July 1, 2013, and subsequently retires prior to January 1, 2015, he or she shall not be required to make contributions toward the cost of their retiree medical insurance.

**Hired April 1, 2007 to March 1, 2013:**

Effective April 1, 2007, any employee hired after that date who becomes eligible for retiree health coverage shall pay one third (1/3) of the cost of their post retirement health benefits.

**Hired March 1 and after:**

Effective upon ratification, employees hired on or after March 1, 2013, shall no longer be eligible for retiree health insurance through the City. In lieu of retiree health coverage, the City will reimburse retirees who retire at age sixty (60) years or older with a minimum of (15) fifteen years of service, six hundred dollars (\$600) per month toward the cost of an individual insurance policy purchased by the retiree prior to Medicare and three hundred dollars (\$300) per month toward a Medicare supplementary/advantage plan after the age of Medicare eligibility. There will be no reimbursement if the retiree has alternative health coverage or is otherwise eligible for health insurance through another source. This reimbursement will be made in July of each year provided documentation is submitted to the City indicating coverage and payment by July 1<sup>st</sup> of each year.

Section 22.2 Severance: Severance pay of one (1) day for each year of service shall be granted on retirement in the normal business context, that is, illness, age, voluntary termination of employment from City employment, or budgetary. In order to return to City employment, an employee must repay in full all severance pay received and will not have the benefit of any previous seniority rights. This section does not apply to employees discharged who are not reinstated under the terms of the grievance procedure outlined herein.

Section 22.3 Sick Leave Payout: Accumulated sick leave shall be paid as a lump sum to retiring and terminating employees provided this shall not apply to employees discharged who are not reinstated under the terms of the grievance procedure outlined herein. Further provided said lump sum payment is not to exceed the equivalent of sixty(60)days pay.

### **ARTICLE 23 LIFE INSURANCE**

Section 23.1 The City shall provide and pay for life insurance for each employee in an amount equal to the amount of the employee's annual salary as set forth in Appendix A. This benefit is as set forth in the plan description booklet for the pension and is not in addition to said benefit.

### **ARTICLE 24 DEATH BENEFITS**

Section 24.1 In the event of death of the employee, his or her designated beneficiary shall receive any prorated accumulated vacation pay, any remaining sick leave pay, and any accumulated severance pay. The aforementioned sick leave pay shall not exceed the equivalent of sixty (60) days pay.

### **ARTICLE 25 PENSION**

Section 25.1 The terms and conditions of the existing pension plan for employees governed under this contract and spelled out in detail in the Pension pamphlet entitled "Your Financial Security, A Description of the Retirement Program for Employees of the City of Norwalk" revised March 25, 1981, October 22, 1985, March 22, 1988 and as may be further

revised is incorporated herein by reference and remains in effect for the life of this agreement.

The Union agrees to participate in coalition bargaining during the term of this Agreement for any modifications to the Pension Plan. However, such participation shall not be construed as a precedent requiring the Union to participate in such coalition bargaining in the future.

## **ARTICLE 26 WORKERS' COMPENSATION**

Section 26.1 Employees injured hereafter and receiving Workers' Compensation benefits shall receive two-thirds (2/3) of the difference between their regular pay from the City of Norwalk and the Workers' Compensation benefits. This shall be deducted from the employee's sick leave until the injured person complies with the requirements of the Workers' Compensation Commission and has filed a complete injury report or cooperated in reporting the injury and related information to appropriate supervision, thereafter the sick time deducted shall be reimbursed provided that the injury is compensable under the Workers' Compensation Act.

Section 26.2 The two thirds (2/3) difference shall not be paid after twelve (12) months from the date of the first payment under Workers' Compensation. Thereafter, such employee shall receive the benefits provided by the compensation law. An employee on compensation shall in no event receive in any one fiscal year a sum greater than his total annual pay including vacations and holidays. In the case of an injury caused the employee by a third party, the City shall have the right to subrogate to the rights of the employee against said third party.

Section 26.3 Workers returning to duty following an injury must provide medical substantiation of their ability to perform all the functions of their job description.

Section 26.4 Initial medical treatment for work-related injuries shall be provided by a physician/medical treatment center designated by the City. Thereafter, an employee may opt for future medical treatment with a provider of his/her choice in accordance with the Workers' Compensation Act.

Section 26.5 An employee who is on injury leave pursuant to this Section may be assigned to "light duty" status from and after the date on which his treating physician determines that he may return to work even though he cannot perform all of the regular duties of his/her position. Such assignment shall be in the sole discretion of the City and shall be subject to the following:

A. The nature and duration of the assignment shall be consistent with the limitations prescribed by the employee's treating physician.

B. The work schedule for an employee on light duty status shall be subject to any limitation on hours of work prescribed by the employee's treating physician.

C. Priority shall be given to assignments within the Department. Any employee who is released by his treating physician to perform restricted

work and who refuses to accept a light duty assignment shall forfeit his right to injury leave. This provision shall not, however, be determinative as to the employee's right to workers' compensation payments, which are the province of the Workers' Compensation Commissioner.

Section 26.6 An employee who has not returned to full duty or who is no longer able to perform the essential functions of his position within twelve months from the date of the original injury will be subject to separation of employment. At the end of the twelve month period, the employee may request an extension up to an additional six (6) months provided the employee provides medical documentation that indicates he is very likely to return to full duty within that period.

## **ARTICLE 27 SICK LEAVE**

Section 27.1 Employees shall be entitled to a leave of absence with full pay for sickness to the extent of his accumulated sick leave. Sick leave shall accumulate at the rate of fifteen (15) days per year, but said accumulation shall be limited to one hundred fifty (150) days.

Section 27.2 Accumulation of sick leave above and beyond the maximum of one hundred fifty (150) days shall be available to employees in the case of catastrophic illness if approved by the Mayor or his designee. The decision to grant, or not to grant, such additional accumulated sick days (over 150) shall be a grievable item, if the Union believes the decision was arbitrary or capricious.

Section 27.3 Each employee shall be notified of his accumulated sick leave annually on January first of each year by posting.

Section 27.4 Employees may elect reimbursement to the City of Norwalk for sick time paid by the City for the third party accident that has occurred off the job. This shall be voluntary on the part of the employee. Used sick time shall be restored to the employee's record when reimbursement is made to the City. This clause does not apply to employees injured on a second job outside of City employment.

Section 27.5 Sick leave with pay shall not be granted for a recuperation from illness or injury which is directly traceable to employment by another employer.

Section 27.6 An employee shall be required to submit verification of his/her inability to work by a certified health professional under the following circumstances:

- A. Absence for more than five (5) consecutive working days for employees on a five-day schedule; absence for more than four (4) consecutive working days for employees on a four-day schedule;
- B. Absence of any duration when there is reasonable suspicion of abuse of leave privileges;
- C. Upon return to duty following an injury as provided in Article 26.
- D. Absence on the workday preceding and/or following a holiday or

authorized leave day.

Section 27.7 The statement or form provided by the City shall contain at a minimum the following information:

- A. The length of time that the employee's current illness or injury requires(ed) absence from work;
- B. The date(s) on which the physician last treated the employee for the current illness or injury;
- C. The date on which the employee is cleared to return to work without restriction.

Section 27.8 Employee can utilize accrued time for care of serious family illness in accordance with the City's Family and Medical Leave Act Policy (See Exhibit D)

## **ARTICLE 28 SICK BANK**

Section 28.1 Upon the effective date of this agreement a "special leave donation program" shall be established to be used to provide additional paid sick leave for extreme hardship cases due to personal illness and/or personal injury. Sick leave donation days shall be calculated in hours. Any employee may contribute a maximum of fifteen (15) days of sick leave per fiscal year to the special leave donation program. Any day contributed shall be deducted from the contributing individuals' accumulation of sick leave. The contribution shall be on a volunteer basis.

Section 28.2 A committee shall be established consisting of two (2) persons designated by the Union, two (2) persons designated by the City, and the Director of Personnel, who shall act as chairperson. The committee shall develop procedures for applying and granting of sick leave from the program. The committee shall: (1) require a doctor's certification regarding the illness; (2) Limit to sixty (60) the number of days granted to any employee in any given fiscal year (per 28.4 below); (3) consider the seriousness nature and projected duration of the illness or disability involved; and (4) consider the applicant's prior record of sick leave use.

Section 28.3 The granting of any sick leave days shall be by majority vote of the committee members; the chairperson will vote only in the event of a tie vote. All votes shall be final. Denied special sick leave from the program shall not be subject to the grievance procedure.

Section 28.4 Any employee who has exhausted his or her sick leave may apply, in writing, to the Sick Leave Committee for a grant of sick leave from the special sick leave donation program. The number of days granted shall be determined by the committee but shall not exceed thirty (30) days. A written request for a second thirty (30) day grant may be submitted; however, the total number of days granted may not exceed sixty (60) days in a fiscal year.

Section 28.5 In no case will an employee receive sick leave donation when absent due to a work-related injury.

Section 28.6 Days from the special sick leave donation program may not be granted to employees who are permanently unable to return to work or who are not able to return to work within the reasonably foreseeable future.

**ARTICLE 29**  
**LEAVE OF ABSENCE WITHOUT PAY**

Section 29.1 Leave of absence without pay shall be granted for a maximum period of one (1) year for legitimate purposes (other than FMLA Leave) and shall be requested in writing to the Department Head. Leave for other employment shall not be grounds for leave of absence. An employee on leave of absence may continue to participate in the health and dental plan provided that monthly premiums are paid to the City by the tenth of each month. The City may temporarily fill the position of an employee who is on leave of absence provided no other bargaining unit employee is qualified to do the work of employee on leave and that the temporary employee shall only perform such work for the duration of the leave.

Section 29.2 An employee will receive no fringe benefits such as vacations, holidays, and sick leave while on leave of absence and his seniority will not be added to. He will retain the seniority he possessed provided he returns by the end of the leave.

**ARTICLE 30**  
**FAMILY & MEDICAL LEAVE**

Section 30.1 Employees shall be entitled to unpaid leave in accordance with the provisions of the Federal Family and Medical Leave Act Policy (attached as Exhibit D). There shall be no loss of accrued benefits during the period of such leave, but there shall be no further accrual of service or other benefits during the leave. Available sick leave may be utilized during family and medical leave to the extent permitted by law. The City may temporarily fill the position of an employee who is on Family and Medical Leave provided no other bargaining unit employee is qualified to do the work of employee on leave and that the temporary employee shall only perform such work for the duration of the leave.

**ARTICLE 31**  
**BEREAVEMENT LEAVE**

Section 31.1 Bereavement leave shall mean five (5) consecutive workdays with pay beginning with the date after death and shall be granted for death in the immediate family. Immediate family shall mean Mother, Father, Wife, Husband, Sister, Brother and Children.

Section 31.2 Three (3) consecutive working days bereavement leave with pay shall be granted for death among grandchildren and grandparents and any relative domiciled in the employee's household. The above listed relations shall be applied equally to both the husband's and wife's side of the family. This time shall not be taken from sick leave.

**ARTICLE 32**  
**PERSONAL LEAVE**

Section 32.1 Time off with pay shall be granted for pressing personal business and emergencies at the discretion of the respective Department Heads. This leave provision shall include time off to an employee who must act as pallbearer.

Section 32.2 Such time off shall be up to three (3) days per fiscal year and no more than two (2) consecutive days shall be taken at any one time. Request for time off shall not be unreasonably denied.

Section 32.3 Personal time may be granted in hours if approved by the Department Head and does not interfere with the department operations however the total time shall not exceed three (3) days.

A. Employees who take personal time in hours must return to complete their normally scheduled workday.

Section 32.4

A. If an employee must be absent from work to attend court proceedings for himself or for a family member or for other extenuating circumstances, he may do so using personal leave. If all personal days have been exhausted, the employee may use vacation days with the approval of the department head. Approval will be granted if documentation of the court proceedings or other appropriate documentation of the need is provided and the needs of the department can be covered by available personnel. Use of vacation time pursuant to this section shall be available at any time of the year on a per diem basis. Subject to the restrictions contained herein.

B. If an employee must be absent from work to attend to a sick family member, other than as provided in Article 27.8 and has exhausted the contractual allowance of sick days, he may use personal days subject to verification of the medical condition and the necessity of the absence depending on the needs of the department. If the employee has exhausted his personal days, vacation day may be substituted as provided in subsection (A), subject to verification of medical condition and needs of the department.

C. If an employee has exhausted all of his vacation time and personal time, he shall take an authorized leave without pay, subject to the same verifications. Documentation must be provided for any absence subject to this section. Nothing contained herein shall limit an employee's right pursuant to the State and Federal Family Medical Leave Legislation. Any leave taken pursuant to this section shall be considered leave pursuant to the Family Medical Leave Act to the extent applicable.

**ARTICLE 33**  
**MILITARY LEAVE**

Section 33.1 Any permanent full-time employee who is a member of the National Guard or Naval Militia or Military or Naval Forces of the United States and who is required to undergo field training therein, shall be

entitled to all the rights, benefits, and privileges provided by Section 7-461 of the General Statutes of the State of Connecticut, Rev. of 1958.

Section 33.2 On return from military service, an employee shall be reinstated in his former job or one of like rank providing that he reports for duty within ninety (90) days of his discharge from the military service. The City shall so notify, in writing, all employees in the Bargaining Unit entering military service of this clause in this agreement. In no event shall an individual receive credit for the yearly increments that would have been awarded during their absence on military service.

Section 33.3 The employee's accumulation of sick leave upon entering the military service shall be retained and credited to him when he returns to the Employee of the City.

Section 33.4 The City may temporarily fill the position of an employee who is on military leave for 30 or more consecutive days provided no other bargaining unit employee is qualified to do the work of employee on leave and that the temporary employee shall only perform such work for the duration of the leave.

**ARTICLE 34  
JURY DUTY**

Section 34.1 All employees required to serve on jury duty shall receive the difference between their regular pay and their jury duty pay.

**ARTICLE 35  
HOLIDAYS**

Section 35.1 Employees shall receive the following as legal holidays:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| Presidents' Day        | Veterans' Day          |
| Good Friday            | Thanksgiving Day       |
| Memorial Day           | Christmas Day          |
| Independence Day       | Day after Thanksgiving |

Section 35.2 If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the previous Friday shall be considered the holiday.

Section 35.3 Employees may elect to take any one day as their floating holiday, provided that they have given their Supervisor at least two (2) days advance notice of the day they wish to use as a holiday and it is approved by their Section Supervisor. It is understood that the holiday will not be unreasonably denied. The use of the floating holiday as an extension of the employee's vacation may be done only with the approval of the Section Supervisor.

Section 35.4 Any day which the Mayor of the City of Norwalk declares as a commemorative day or a holiday for other City employees shall be subject to negotiation between the parties as a holiday for employees of Local No. 2405, AFSCME. This shall not include holidays, which are contractually agreed upon with other Unions or Associations unless so declared by the Mayor.

**ARTICLE 36  
VACATIONS**

Section 36.1

A. New employees shall be entitled to vacation at the rate of one (1) day per month from date of employment to a maximum of ten (10) days for a fiscal year.

B. Employees with one (1) year service and less than five (5) years of service as of July first, shall receive two (2) weeks paid vacation.

C. Employees with five (5) years of service and less than ten (10) years of service as of July first, shall receive three (3) weeks paid vacation.

D. Employees with ten (10) years of service and less than twenty (20) years of service as of July first, shall receive four (4) weeks paid vacation.

E. Employees with twenty (20) years of service as of July first and less than twenty-eight (28) years of service shall receive five (5) weeks paid vacation.

F. Employees with twenty-eight (28) years of service as of July first and each July first thereafter shall receive six (6) weeks paid vacation. Effective March 1, 2013, new employees shall be capped at five (5) weeks vacation.

Section 36.2 Employees entitled to less than four (4) weeks vacation shall take one week of said vacation at one time in consecutive days and shall be permitted to take individual vacation days for the remaining vacation time. Employees entitled to four (4) weeks or more shall take their vacation as follows: two, (1) one week increments (not necessarily consecutive) and the remainder may be taken in individual vacation days. Vacation requests shall be subject to the approval of the Department Head and such requests shall not be unreasonably denied.

Section 36.3 Vacation time earned in one (1) fiscal year shall be taken in the succeeding fiscal year. Employees may carryover up to 2 weeks vacation from one fiscal year to the next however, at no time may an employees annual vacation time exceed the sum of their annual vacation plus two weeks.

Section 36.4 Vacations shall be granted on a seniority basis in the smallest practicable division in each of the sections listed in Article 6.1, of this agreement throughout the year subject to the demand of the service as determined by the Director of Public Works, the applicable department head for dispatchers, the Director of Parks and Recreation,

and Director of Combined Dispatch. Vacations for snow and ice removal personnel will be granted pursuant Article 36.10.

A. Once having exercised his seniority in splitting his vacation time, he may choose the subsequent segment of his vacation only after all other employees have exercised their seniority in choosing a vacation time.

B. If an employee gives up vacation time, which he has earlier chosen, opportunity to other employees to choose this time will be granted on the basis of seniority.

Section 36.5 Prorated accumulated vacation pay shall be granted to the employee in the event he terminates his service with the City of Norwalk, however, in no event will accumulated vacation pay be prorated at less than one (1) day per month.

Section 36.6 When a holiday occurs during a regular vacation period, the employee shall be entitled to an additional day off at the end of his vacation period or he may use the day as a floating holiday to be taken within that fiscal year. Subject to the demands of the department and the approval of the department head, the request for a floating holiday shall not be unreasonably denied.

Section 36.7 Department Heads shall, on or before March 1, fix a date when requests for vacations shall be submitted by employees. After such date, seniority shall not prevail.

Section 36.8 At the employee's option, vacation pay will be paid in advance on the last workday prior to the start of vacation period.

Section 36.9 Employees shall not be called back to work while on vacation except for emergency work, and if called back, they shall receive their vacation pay plus two (2) times their regular pay for the hours worked.

Section 36.10 Highway employees may schedule vacations between November 30<sup>th</sup> and April 1<sup>st</sup>, subject to the operational needs of the department, which shall be in the sole discretion of the department, as follows:

A. Vacations may be granted in one (1) week increments. Two consecutive weeks by the same employee shall not be allowed.

B. Vacations shall be by seniority in the following five work classifications:

1. Masons and Heavy Equipment operators
2. Drivers
3. Laborers
4. Mechanics
5. Traffic Maintenance

C. All weeklong vacation requests for the fiscal year must be in writing to the Superintendent of Operations or Fleet Services Manager or their designees no later than May 31 for the succeeding fiscal year. Between November 30<sup>th</sup> and April 1<sup>st</sup> Vacations of less one week duration may be granted on a first come, first serve basis depending on operational needs of the respective department.

- D. The City reserves the right to cancel any employee vacation granted under Section 36.10 prior to the start of the vacation, if the City determines in its sole discretion the vacation will cause a severe manpower shortage, or when emergency conditions exist and a full workforce is necessary. Employees called back under this provision shall not be entitled to call back rights under Article 36.9.

**ARTICLE 37  
GRIEVANCE PROCEDURE**

Section 37.1 The purpose of this procedure is to provide an orderly method of adjusting grievances. Employees having problems concerning the interpretation or application of any provision, rule or regulation affecting wages, salary, hours of work, classification of position, promotion, dismissal, suspension, demotion, transfer, layoff, sick leave, vacation or other leave, or other conditions of employment, shall seek adjustment in the step order listed below.

Section 37.2 Should a dispute arise in which the issue is not specifically covered by this Agreement, but is a mandatory subject of bargaining, the parties shall negotiate on a basis of the cooperative spirit of this Agreement, and if they cannot agree, shall submit the matter to arbitration and final determination in the matter as theretofore provided.

Section 37.3 Step 1: Employee and Supervisor instituting the employment action.

A. An employee and his Union representative shall present to the supervisor instituting the employment action all the facts pertaining to the grievance within ten (10) calendar days from the date the employee knew or reasonably should have known of the facts on which the grievance is based.

B. The Supervisor shall notify the employee and his Union representative of his decision, in writing, within five (5) calendar days from the day the problem was submitted.

Section 37.4 Step 2: Employee and Division or Department Head

A. In the case of an adverse decision or non-response, the employee and his Union representative may request further review by the Division or Department Head in such case and shall, within five (5) calendar days of receipt of the grievance decision at Step 1 or from the time the response was due submit the grievance.

B. The Division or Department Head shall, if necessary, within ten (10) calendar days schedule a meeting with the employee and the Union President or his designee to discuss the grievance. Within five (5) calendar days thereafter, the union shall be notified in writing of the decision reached.

Section 37.5 Step 3: Employee and Director of Personnel & Labor Relations.

In the event the Union is not satisfied with the Division or Department Head's decision or the Division or Department head does not respond, then

the Union must submit the grievance, in writing, to the Director of Personnel & Labor Relations within (5) calendar days from the Step 2 decision or non-response. A meeting will be scheduled with the employee and the Union President or his designee and the Staff Representative of Council #4 of AFSCME on the second Tuesday of the month following the filling of the grievance at Step 3. The Director of Personnel shall issue a decision, in writing, within ten (10) calendar days of such meeting. Time limits set forth in this article may be waived by mutual agreement in writing.

Section 37.6            Step 4: Arbitration

In the event the Union feels that further review is justified, they shall file the grievance to the Connecticut State Board of Mediation and Arbitration within ten (10) working days of the receipt of a decision in writing by the Director of Personnel & Labor Relations or if no response is given, ten (10) working days from when the Step 3 response was due. The decision of the Arbitrator shall be final and binding on both parties. Each party shall be liable for its own share of expense and any general expense of the arbitration not applicable to either party shall be mutually shared by both parties. The Parties agree that effective January 1, 2015 either party may reopen the contract to negotiate over the forum where grievances are submitted for arbitration.

Section 37.7            Voluntary Mediation

The City and the Union agree to schedule quarterly mediation sessions to discuss pending grievances subject to the availability of the state mediator. Either the City or the Union may request postponement if there are no pending matters that need the services of a mediator.

Section 37.8            The Arbitrator(s) provided for in Step 4 shall conduct a hearing at which the facts and arguments relating to the grievance shall be heard. The Arbitrator(s)' jurisdiction to make an award shall be limited by the submission and confined to the interpretation and application of the provisions of this Agreement. The arbitration shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the Agreement in effect at the time of the occurrence. The decision of the arbitrator shall be final and binding upon both parties, provided it is in accordance with law.

Section 37.8            The Union and the City may waive any time limit or step(s) in the grievance process and move the grievance to the next level by mutual agreement. To be effective, such decision to waive the time limits or skip a step shall be reduced to writing.

Section 37.9            When a settlement has been reached at any step of the grievance, it shall be applied immediately, and at no time shall it exceed ten (10) working days from the date of settlement.

Section 37.10          No punitive action shall be taken against any employees based solely upon anonymous telephone calls or anonymous letters without a hearing at which the complainant, if necessary, would be required to attend.

Section 37.11          Either party shall have the right to employ a public stenographer or use a mechanical device at any step in the procedure.

Section 37.12 An employee can only be fired for just cause.

Section 37.13 Any grievance not processed within the time limits required shall not be presented or processed at a later date.

Section 37.14 The parties agree to utilize the expedited arbitration procedure administered by the State Board of Mediation and Arbitration for grievances concerning, but not limited to, the reclassification from one existing classification in the bargaining unit to another existing classification in the bargaining unit.

#### **ARTICLE 38 UNION RIGHTS**

Section 38.1 One steward and one officer shall have the right to process and represent an employee with a grievance or problem at any time without loss of pay at any step of the grievance procedure. If a union steward is unavailable to attend the grievance step as outlined herein, then one Executive Board member may be substituted in his absence.

Section 38.2 Union officers shall be allowed to attend official Union conferences and functions, without loss of pay for the period required to attend the function, provided the total accumulated time during the one (1) year term of this agreement does not exceed twelve (12) days.

Section 38.3 The Union President and Secretary-Treasurer or their representatives shall be allowed five (5) man days per year with pay while the Connecticut Legislature is in session for the purpose of attending legislative sessions and hearings pertaining to municipal employee legislation.

Section 38.4 The officers of the Union or the appointed negotiating committee of not more than five (5) employees will be allowed to attend any contract negotiating sessions scheduled during their regular work day without loss of pay.

#### **ARTICLE 39 SAFETY AND HEALTH**

Section 39.1 Both parties to this agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations. It is mutually understood that any provisions with respect to safety included in this agreement are subject to the provisions of the Connecticut State Statutes with respect to the Occupational Safety and Health Act and any regulations made thereunder and the City of Norwalk Safety Manual. When the City has finalized the Safety Manual, it will provide a copy to the Union and will meet and discuss any concerns. If there are items that require negotiations under MERA, then the City and the Union will meet to negotiate over those items.

Section 39.2 Should an employee complain that his work requires him to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the City. If the matter is not adjusted

satisfactorily, the grievance may be processed according to the grievance procedure of this agreement.

Section 39.3 The City and the Union will participate in any Safety and Health Committee activities as prescribed by statute.

Section 39.4 Hot water shall be provided for sanitary purposes in all Departments all year and at all times.

Section 39.5 The City shall provide, free of charge to all employees in the Bargaining Unit, medical injections to protect them from the type of work they are exposed to as determined by the Director of Health.

Section 39.6 The City shall furnish employees with required personal protective equipment.

#### **ARTICLE 40 UNIFORMS**

Section 40.1 The City of Norwalk agrees to supply and maintain five (5) sets of summer and five (5) sets of winter uniforms for all mechanics and three (3) sets of summer and three (3) sets of winter uniforms for all custodians in the bargaining unit.

Section 40.2 The City shall provide to each of the Parking Enforcement employees the following clothing as needed:

A. Two pair summer weight trousers, three short sleeve shirts, one summer jacket, one summer hat

B. Two pair winter weight trousers, two long sleeve shirts, one winter weight coat\*, one winter hat\*, one winter vest\*,

C. Two badges, two ties, two work coveralls. Shoes will be provided for all employees engaged in enforcement duties.

\* (Issued to outdoor personnel only)

D. Enforcement personnel are required to be fully uniformed with the clothing and footwear provided at all times.

Section 40.3

Each employee in the DPW Operations Division, and Recreation & Parks Department, shall receive the following uniform in alternate years: Summer, three (3) sets consisting of one (1) shirt and one (1) pair of pants; and Winter, three (3) sets consisting of one (1) shirt and one (1) pair of pants, and one (1) winter jacket. Other items may be substituted by agreement between the Department Head and the Union President.

A. Work shoes or boots will be provided in alternate years. The Union and the City will cooperate in determining the method of providing the shoes or boots.

B. Each individual employee receiving such uniforms and work shoes or boots must keep them clean and must wear them while working.

Effective 1/1/2007, the Kennel Keeper will be added to the uniform and shoe list.

#### Section 40.4

Effective upon the ratification of this agreement, notwithstanding any Memorandum of Agreement to the contrary, the employees of the Recreation and Parks Department will be subject to Uniform provisions of this Article and must wear the uniform while working.

#### Section 40.5

Employees provided with personal protective equipment shall use such equipment.

#### Section 40.6

Individual employees required as part of the normal duties to work out of doors in the open shall be provided the following: One (1) rain hat, one (1) pair of boots, one (1) pair of rain gloves, one (1) rain jacket, one (1) pair of rain pants; all employees shall be furnished work gloves as needed, provided, however, that the worn or damaged gloves previously issued must be turned in for replacement.

#### Section 40.7

Employees in the Department of Combined Dispatch working as a Telecommunicator I or Telecommunicator II will be required to adhere to the dress code by wearing khaki pants/slacks/jeans and a polo/dress shirt. When assigned to training or meetings outside the dispatch center, employees will not be permitted to wear jeans. The following clothing are examples of dress that is **not acceptable**:

- Any clothing, footwear or accessory which compromises the safety of the employee or others in the worksite;
- Worn or dirty jeans;
- Sport t-shirts, tank tops, muscle shirts, crop tops, or any clothing with offensive slogans or graphics;
- Jewelry or accessories that may be offensive;
- Athletic wear including sweat shirts and sweat pants
- Flip-flops, thong-type sandals, or sneakers that are not all black
- Skirts, dresses or other clothing of inappropriate length or coverage for a business environment;
- Shorts or hats

### **ARTICLE 41 WORKING RULES**

Section 41.1 Only supervisory personnel shall be responsible for the assignment of work to employees in their sections, except where one employee acts as team leader or when the job description specifically permits such assignment.

Section 41.2 A committee of two management and two union representatives shall be formed to review snow and ice removal operations under this provision. The committee shall meet as often as mutually agreed and no less often than once per year.

Section 41.3 Supervisory personnel shall not operate any equipment normally operated by regular employees, except in an emergency when no regular employee is available.

Section 41.4 A suggestion box shall be installed for employee suggestions and for any ideas accepted and instituted he shall be compensated according to rates agreed to by the Union and the City.

Section 41.5 Employees will make every effort to call in 15 minutes prior to their starting time if they are unable to come to work for illness and any other reason. FAILURE TO CALL SHALL BE TREATED AS AN UNAUTHORIZED ABSENCE.

Section 41.6 The Union and the City consider themselves mutually responsible for greater public service through improved employee morale and efficiency. The parties shall therefore encourage employees to conduct themselves in a workmanlike manner.

Section 41.7 Nothing in this agreement shall be construed as abridging any right that employees have enjoyed heretofore, unless it is specifically stated that said right has been superseded by a provision of this Agreement.

Section 41.8 Surveillance: The City may conduct surveillance in accordance with the attached Notice in Exhibit D.

**ARTICLE 42  
AGREEMENT MODIFICATION**

Section 42.1 This Agreement may be altered or modified only by the mutual written agreement of the parties hereto.

Section 42.2 No individual employee in the bargaining unit or representative of the Union, agent or employee or the City may enter into any separate agreement or understanding which shall be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereunto unless expressly adopted in writing and mutually agreed upon between the City and the Union.

**ARTICLE 43  
NO STRIKE PROVISION**

Section 43.1 The City recognized the Union as bargaining agent because of the Union's representation and agreement that it does and will not claim or exercise a right to strike to attain its end, and the Union specifically agrees that it will not engage in a strike in any manner involving the City or provisions of this Agreement. The City, on its part, agrees that it will not lock out its employees, and that in the event of arbitration of any dispute involving an employee, the arbitrator may award reinstatement and reimbursement of lost wages.

**ARTICLE 44  
PUBLIC SAFETY TELECOMMUNICATION**

Section 44.1 Telecommunicators shall work eight (8) hour shifts. Employees are considered to be on duty for all eight (8) hours due to the nature of the position. However, a rest or meal break(s) totaling up to twenty (20) minutes per shift will be allowed to the extent feasible, as determined by the appropriate supervisor. During such breaks employees

shall remain on the police grounds unless otherwise authorized by the Director/Supervisor.

Section 44.2 Employees shall work a 5-2, 5-2, 5-3 work schedule and may be regularly assigned to work any one of the following shifts:

|            |    |            |
|------------|----|------------|
| 11:45 p.m. | to | 7:45 a.m.  |
| 7:45 a.m.  | to | 3:45 p.m.  |
| 3:45 p.m.  | to | 11:45 p.m. |

The state times listed above may, by mutual agreement between the Union and the Director, be altered.

Employees shall bid shifts three (3) times a year on a seniority basis or when a vacancy occurs. The normal bid cycle shall occur in November, March and July for an effective implementation date of the first pay period in the January, May and September. If the bid process results in more than two employees with less than 18 months of employment on the same shift then the Director shall have the right to reassign those employees above the two person maximum to an alternative shift. In the event of a reassignment, the employee will bump to the position occupied by the least senior employee.

Section 44.3 Employees who are regularly assigned to work the 3:45 p.m. to 11:45 p.m. shift shall receive additional compensation of sixty-five (\$0.65) per hour added to their regular gross pay for the duration of such assignment, as a shift differential.

Section 44.4 Employees who are regularly assigned to work the 11:45 p.m. to 7:45 a.m. shift shall receive additional compensation of ninety cents (\$0.90) per hour added to their regular gross pay for the duration of such assignment, as a shift differential.

Section 44.5 There shall be two (2) levels of Telecommunicators. Telecommunicator I shall be the entry level at Grade 6. An employee shall advance to Grade 8 after 2 years provided they have a satisfactory performance record. The Telecommunicator's hourly rate shall be determined using the Grades listed above divided by 2088. The parties understand that the weekly pay, using these hourly rates will fluctuate because of the schedule and result in a lower annualized salary than contained in Grade 6 and 8.

Section 44.6 It is understood that the work schedules of Telecommunications may be changed by the City, to make the work schedule provisions uniform for all Telecommunicators. The City and the Union shall negotiate in good faith to impasse revisions to the work schedules. The Union will not unreasonably withhold its agreement and the City shall take into consideration the interests and welfare of the affected employees. The City may adopt its last proposal if the parties reach impasse, provided that there has been a period of at least ninety (90) days for the negotiation process.

Section 44.7 The maximum number of hours that a Telecommunicator may work consecutively is sixteen (16) hours, except in an emergency as designated by the Director.

Section 44.8 The current practices in Police/Fire Dispatching with respect to "available overtime opportunities" shall continue, and Article 41.4 of this contract does not apply to Police/Fire Dispatching.

Telecommunicators on the seniority list will be contacted in the rotating list order and will be given fifteen (15) minutes to call in to accept the assignment. This should not be construed to require management to wait 15 minutes in between placing each call.

Voluntary overtime taken by employees must be filled by the employee. If the employee (for any reason) can not work the job, the employee should make every effort to notify the Supervisor at least forty eight hours (48) prior to the start of the overtime job. If an employee returns an overtime hire with less than forty eight (48) hours notice, then the supervisor will attempt to find a replacement using the overtime call out list. If no replacement civilian dispatcher is found then the employee must work the hours. The employee is required to call in eight (8) hours prior to shift to determine if a replacement has been found. Any absence on the part of the employee at this point will result in no pay and loss of an opportunity on the overtime call-out list.

The current practice of filling vacant telecommunicator positions with sworn personnel, if management determines that it has available officers, will continue.

Section 44.9 For each of the holidays listed in Article 35.3, a Telecommunicator shall receive a day off in lieu of the holiday. A Telecommunicator who is required to work on a holiday shall receive regular straight time wages for that day and, in addition, the Telecommunicator shall receive a day off in lieu of the holiday. When a holiday falls on a Telecommunicator's regular day off, the Telecommunicator shall receive a day off in lieu of the holiday. All time off in lieu of holidays must be used within the fiscal/contract year; holiday time may not be carried over from one year to the next. Effective May 1, 2013, dispatchers who work on Christmas, Thanksgiving, Independence Day and Memorial Day will be paid time and a half (1 ½) for hours worked on those holidays.

Section 44.10 If the City requires that a Telecommunicator attend training or certification classes, the time spent in such classes shall be considered regular working time and shall be compensated accordingly. In addition, a Telecommunicator who is required to travel outside of Norwalk to attend training shall be paid for mileage as provided in Article 20, of the Local 2405 contract.

Section 44.11 For Telecommunicators coffee breaks shall be limited to ten minutes in the morning and ten minutes in the afternoon, and are allowed only to the extent feasible as determined by the appropriate supervisor.

Section 44.12 Effective upon ratification or issuance of an award, each telecommunicator shall have an annual performance appraisal. The appraisal shall exclusively be used as a feedback tool and shall not be used for disciplinary purposes.

Section 44.13 Mandatory Overtime: In the event there is a need to fill an overtime shift and volunteers are not available then the City may order the least senior dispatcher from the prior shift to work or order

in the next dispatcher off the "order in list" or any combination of methods to fill the shift. The process to "order in" shall be subject to the maximum hours requirement in the contract. The "order in list" is maintained in inverse order of seniority and rotates as employees are ordered in. Once they have been ordered in their name is placed on the bottom of the list and the next least senior person moves to the top and so on. The list resets quarterly by inverse order of seniority.

**ARTICLE 45  
DRUG AND ALCOHOL POLICY**

Section 46.1 The City and Union have adopted a program and policy statement concerning mandatory alcohol and substance abuse testing which is attached hereto as EXHIBIT A. The City may require an employee to be tested for drugs or alcohol. It is the intention of the City that any drug or alcohol detection test shall be given only to an employee who exhibits indications of being under the influence of drugs or alcohol, whenever there is a reasonable individualized suspicion that the employee is under the influence of drugs or alcohol, or using drugs or alcohol during working hours.

Section 46.2 An employee who is suspected of using or being under the influence of drugs or alcohol shall be interviewed by a supervisor at the level of superintendent or higher. The employee shall have the right to request union representation at such interview; but the interview shall not be delayed for the purpose of selecting a particular union representative.

If, after the interview, the supervisor still suspects that the employee was using or is under the influence of drugs or alcohol, a test may be ordered. The results of any such test(s) will be made available not later than ten (10) days from the date of testing.

Section 46.3 All drug testing will be performed by a reputable laboratory which is certified/licensed or approved to perform such testing in the State of Connecticut.

Section 46.4 Any discipline for use of or being under the influence of drugs or alcohol shall be subject to the just cause standard of Article 37 of this Agreement.

Section 46.5 Nothing contained herein shall preclude the employer or the parties jointly from offering rehabilitation assistance to an employee with a substance abuse problem.

Section 46.6 During the course of any health examination provided under this section, an employee may be tested for use of alcohol and drugs.

**ARTICLE 46  
EFFECTIVE DATE**

Section 47.1 This contract shall cover the period from July 1, 2012 to June 30, 2016. The provisions of this Agreement shall only be retroactive where specifically stated, provided, however, it is

specifically understood that, to the extent that wages are computed retroactively, overtime hours worked will also be paid retroactively based on the higher rate.

Section 47.2 This Agreement shall remain in effect for three (3) years from July 1, 2012 through June 30, 2016 and for each fiscal year thereafter unless either party gives notice to the other of its intentions to terminate this agreement. Said notice to the other party must be given by registered mail prior to March 1st.

Section 47.3 Should either party to this Agreement not send notice of termination as described in Section Two of this Article, this three (3) year Agreement will be considered to have been automatically renewed for another fiscal year.

Section 47.4 After January 15, 2016, either party herein may initiate negotiations for the ensuing year.

Section 47.5 For the purpose of this agreement, the use of the masculine pronoun or any derivative thereof shall be applied as to include both male and female employees.



**APPENDIX A**  
**JOB TITLES AND GRADES**  
**OPERATIONS/PARKS**

| <b><u>JOB TITLE</u></b>                  | <b><u>GRADE</u></b> |
|--|---------------------|
| Custodian                                | 3                   |
| Kennel Keeper                            | 3                   |
| Maintainer I (Laborer-Maintenance)       | 3                   |
| Park Maintainer I                        | 3                   |
| Parking Aide I                           | 3                   |
| Automotive Stores Clerk                  | 4                   |
| Maintainer II (Truck Driver-Maintenance) | 4                   |
| Park Maintainer II                       | 4                   |
| Records & Data Entry Clerk               | 4                   |
| Maintainer III (Equipment Operator)      | 6                   |
| Park Maintainer III                      | 6                   |
| Preventive Maintenance Mechanic          | 6                   |
| Maintenance Tradesworker                 | 7                   |
| Preventive Maintenance Mechanic (ASE)    | 7                   |
| Carpenter Assistant                      | 7                   |
| Class I Mechanic                         | 8                   |
| Dispatcher/Clerk                         | 8                   |
| Mason                                    | 8                   |
| Weighmaster                              | 8                   |
| Class I Mechanic (1/2 ASE)               | 9                   |
| Carpenter                                | 10                  |
| Class I Mechanic (Full ASE)              | 10                  |
| Plumber/Pipefitter                       | 10                  |
| Traffic Signal Mechanic                  | 10                  |
| Signal Systems Technician                | 11                  |

ENGINEERING DIVISION

| <u>JOB TITLE</u>     | <u>GRADE</u> |
|----------------------|--------------|
| Traffic Analyst      | 10           |
| Engineering Aide III | 11           |
| Permit Inspector     | 11           |
| Junior Engineer      | 11           |

CUSTOMER SERVICE CENTER

| <u>JOB TITLE</u>         | <u>GRADE</u> |
|--------------------------|--------------|
| Customer Service Manager | 10           |

PUBLIC SAFETY TELECOMMUNICATIONS

| <u>JOB TITLE</u>    | <u>GRADE</u> |
|---------------------|--------------|
| Telecommunicator I  | 6            |
| Telecommunicator II | 8            |

Appendix B  
July 1, 2012 - June 30, 2013

| <u>GRADE</u> | <u>BASE</u>           | <u>STEP 1</u>         | <u>STEP 2</u>         | <u>STEP 3</u>         | <u>STEP 4</u>         | <u>STEP 5</u>         |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 02           | \$19.3616<br>\$40,427 | \$20.3300<br>\$42,449 | \$21.3463<br>\$44,571 | \$22.4133<br>\$46,799 | \$23.5326<br>\$49,136 | \$24.7107<br>\$51,596 |
| 03           | \$20.3300<br>\$42,449 | \$21.3463<br>\$44,571 | \$22.4133<br>\$46,799 | \$23.5326<br>\$49,136 | \$24.7107<br>\$51,596 | \$25.9444<br>\$54,172 |
| 04           | \$21.3463<br>\$44,571 | \$22.4133<br>\$46,799 | \$23.5326<br>\$49,136 | \$24.7107<br>\$51,596 | \$25.9444<br>\$54,172 | \$27.2447<br>\$56,887 |
| 05           | \$22.4133<br>\$46,799 | \$23.5326<br>\$49,136 | \$24.7107<br>\$51,596 | \$25.9444<br>\$54,172 | \$27.2447<br>\$56,887 | \$28.6058<br>\$59,729 |
| 06           | \$23.5326<br>\$49,136 | \$24.7107<br>\$51,596 | \$25.9444<br>\$54,172 | \$27.2447<br>\$56,887 | \$28.6058<br>\$59,729 | \$30.0364<br>\$62,716 |
| 07           | \$24.7107<br>\$51,596 | \$25.9444<br>\$54,172 | \$27.2447<br>\$56,887 | \$28.6058<br>\$59,729 | \$30.0364<br>\$62,716 | \$31.5388<br>\$65,853 |
| 08           | \$25.9444<br>\$54,172 | \$27.2447<br>\$56,887 | \$28.6058<br>\$59,729 | \$30.0364<br>\$62,716 | \$31.5388<br>\$65,853 | \$33.1154<br>\$69,145 |
| 09           | \$27.2447<br>\$56,887 | \$28.6058<br>\$59,729 | \$30.0364<br>\$62,716 | \$31.5388<br>\$65,853 | \$33.1154<br>\$69,145 | \$34.7720<br>\$72,604 |
| 10           | \$28.6058<br>\$59,729 | \$30.0364<br>\$62,716 | \$31.5388<br>\$65,853 | \$33.1154<br>\$69,145 | \$34.7720<br>\$72,604 | \$36.5129<br>\$76,239 |

Divisor = 2088

Appendix C  
July 1, 2012- June 30, 2013

| <u>GRADE</u> | <u>BASE</u>           | <u>STEP 1</u>         | <u>STEP 2</u>         | <u>STEP 3</u>         | <u>STEP 4</u>         | <u>STEP 5</u>         |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 31           | \$21.6853<br>\$42,449 | \$22.7693<br>\$44,571 | \$23.9075<br>\$46,799 | \$25.1014<br>\$49,136 | \$26.3581<br>\$51,596 | \$27.6741<br>\$54,172 |
| 41           | \$22.7693<br>\$44,571 | \$23.9075<br>\$46,799 | \$25.1014<br>\$49,136 | \$26.3581<br>\$51,596 | \$27.6741<br>\$54,172 | \$29.0610<br>\$56,887 |
| 81           | \$27.6741<br>\$54,172 | \$29.0610<br>\$56,887 | \$30.5129<br>\$59,729 | \$32.0388<br>\$62,716 | \$33.6414<br>\$65,853 | \$35.3231<br>\$69,145 |
| 11           | \$30.5129<br>\$59,729 | \$32.0388<br>\$62,716 | \$33.6414<br>\$65,853 | \$35.3231<br>\$69,145 | \$37.0902<br>\$72,604 | \$38.9471<br>\$76,239 |

Divisor = 1957.5

**Appendix D**  
**July 1, 2013- June 30, 2014**

| <u>GRADE</u> | <u>BASE</u>           | <u>STEP 1</u>         | <u>STEP 2</u>         | <u>STEP 3</u>         | <u>STEP 4</u>         | <u>STEP 5</u>         |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 02           | \$19.7490<br>\$41,236 | \$20.7366<br>\$43,298 | \$21.7730<br>\$45,462 | \$22.8616<br>\$47,735 | \$24.0034<br>\$50,119 | \$25.2050<br>\$52,628 |
| 03           | \$20.7366<br>\$43,298 | \$21.7730<br>\$45,462 | \$22.8616<br>\$47,735 | \$24.0034<br>\$50,119 | \$25.2050<br>\$52,628 | \$26.4631<br>\$55,255 |
| 04           | \$21.7730<br>\$45,462 | \$22.8616<br>\$47,735 | \$24.0034<br>\$50,119 | \$25.2050<br>\$52,628 | \$26.4631<br>\$55,255 | \$27.7898<br>\$58,025 |
| 05           | \$22.8616<br>\$47,735 | \$24.0034<br>\$50,119 | \$25.2050<br>\$52,628 | \$26.4631<br>\$55,255 | \$27.7898<br>\$58,025 | \$29.1782<br>\$60,924 |
| 06           | \$24.0034<br>\$50,119 | \$25.2050<br>\$52,628 | \$26.4631<br>\$55,255 | \$27.7898<br>\$58,025 | \$29.1782<br>\$60,924 | \$30.6370<br>\$63,970 |
| 07           | \$25.2050<br>\$52,628 | \$26.4631<br>\$55,255 | \$27.7898<br>\$58,025 | \$29.1782<br>\$60,924 | \$30.6370<br>\$63,970 | \$32.1695<br>\$67,170 |
| 08           | \$26.4631<br>\$55,255 | \$27.7898<br>\$58,025 | \$29.1782<br>\$60,924 | \$30.6370<br>\$63,970 | \$32.1695<br>\$67,170 | \$33.7778<br>\$70,528 |
| 09           | \$27.7898<br>\$58,025 | \$29.1782<br>\$60,924 | \$30.6370<br>\$63,970 | \$32.1695<br>\$67,170 | \$33.7778<br>\$70,528 | \$35.4674<br>\$74,056 |
| 10           | \$29.1782<br>\$60,924 | \$30.6370<br>\$63,970 | \$32.1695<br>\$67,170 | \$33.7778<br>\$70,528 | \$35.4674<br>\$74,056 | \$37.2433<br>\$77,764 |

**Divisor = 2088**

Appendix E  
July 1, 2013- June 30, 2014

| <u>GRADE</u> | <u>BASE</u>           | <u>STEP 1</u>         | <u>STEP 2</u>         | <u>STEP 3</u>         | <u>STEP 4</u>         | <u>STEP 5</u>         |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 31           | \$22.1190<br>\$43,298 | \$23.2245<br>\$45,462 | \$24.3857<br>\$47,735 | \$25.6036<br>\$50,119 | \$26.8853<br>\$52,628 | \$28.2273<br>\$55,255 |
| 41           | \$23.2245<br>\$45,462 | \$24.3857<br>\$47,735 | \$25.6036<br>\$50,119 | \$26.8853<br>\$52,628 | \$28.2273<br>\$55,255 | \$29.6424<br>\$58,025 |
| 81           | \$28.2273<br>\$55,255 | \$29.6424<br>\$58,025 | \$31.1234<br>\$60,924 | \$32.6794<br>\$63,970 | \$34.3142<br>\$67,170 | \$36.0296<br>\$70,528 |
| 11           | \$31.1234<br>\$60,924 | \$32.6794<br>\$63,970 | \$34.3142<br>\$67,170 | \$36.0296<br>\$70,528 | \$37.8319<br>\$74,056 | \$39.7262<br>\$77,764 |

Divisor = 1957.5

Appendix F  
July 1, 2014- June 30, 2015

| <u>GRADE</u> | <u>BASE</u>           | <u>STEP 1</u>         | <u>STEP 2</u>         | <u>STEP 3</u>         | <u>STEP 4</u>         | <u>STEP 5</u>         |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 02           | \$20.1442<br>\$42,061 | \$21.1513<br>\$44,164 | \$22.2083<br>\$46,371 | \$23.3190<br>\$48,690 | \$24.4832<br>\$51,121 | \$25.7093<br>\$53,681 |
| 03           | \$21.1513<br>\$44,164 | \$22.2083<br>\$46,371 | \$23.3190<br>\$48,690 | \$24.4832<br>\$51,121 | \$25.7093<br>\$53,681 | \$26.9923<br>\$56,360 |
| 04           | \$22.2083<br>\$46,371 | \$23.3190<br>\$48,690 | \$24.4832<br>\$51,121 | \$25.7093<br>\$53,681 | \$26.9923<br>\$56,360 | \$28.3458<br>\$59,186 |
| 05           | \$23.3190<br>\$48,690 | \$24.4832<br>\$51,121 | \$25.7093<br>\$53,681 | \$26.9923<br>\$56,360 | \$28.3458<br>\$59,186 | \$29.7615<br>\$62,142 |
| 06           | \$24.4832<br>\$51,121 | \$25.7093<br>\$53,681 | \$26.9923<br>\$56,360 | \$28.3458<br>\$59,186 | \$29.7615<br>\$62,142 | \$31.2495<br>\$65,249 |
| 07           | \$25.7093<br>\$53,681 | \$26.9923<br>\$56,360 | \$28.3458<br>\$59,186 | \$29.7615<br>\$62,142 | \$31.2495<br>\$65,249 | \$32.8127<br>\$68,513 |
| 08           | \$26.9923<br>\$56,360 | \$28.3458<br>\$59,186 | \$29.7615<br>\$62,142 | \$31.2495<br>\$65,249 | \$32.8127<br>\$68,513 | \$34.4535<br>\$71,939 |
| 09           | \$28.3458<br>\$59,186 | \$29.7615<br>\$62,142 | \$31.2495<br>\$65,249 | \$32.8127<br>\$68,513 | \$34.4535<br>\$71,939 | \$36.1767<br>\$75,537 |
| 10           | \$29.7615<br>\$62,142 | \$31.2495<br>\$65,249 | \$32.8127<br>\$68,513 | \$34.4535<br>\$71,939 | \$36.1767<br>\$75,537 | \$37.9880<br>\$79,319 |

**Divisor = 2088**

Appendix G  
July 1, 2014- June 30, 2015

| <u>GRADE</u> | <u>BASE</u>           | <u>STEP 1</u>         | <u>STEP 2</u>         | <u>STEP 3</u>         | <u>STEP 4</u>         | <u>STEP 5</u>         |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 31           | \$22.5614<br>\$44,164 | \$23.6889<br>\$46,371 | \$24.8736<br>\$48,690 | \$26.1155<br>\$51,121 | \$27.4232<br>\$53,681 | \$28.7918<br>\$56,360 |
| 41           | \$23.6889<br>\$46,371 | \$24.8736<br>\$48,690 | \$26.1155<br>\$51,121 | \$27.4232<br>\$53,681 | \$28.7918<br>\$56,360 | \$30.2355<br>\$59,186 |
| 81           | \$28.7918<br>\$56,360 | \$30.2355<br>\$59,186 | \$31.7456<br>\$62,142 | \$33.3328<br>\$65,249 | \$35.0003<br>\$68,513 | \$36.7504<br>\$71,939 |
| 11           | \$31.7456<br>\$62,142 | \$33.3328<br>\$65,249 | \$35.0003<br>\$68,513 | \$36.7504<br>\$71,939 | \$38.5885<br>\$75,537 | \$40.5206<br>\$79,319 |

Divisor = 1957.5

Appendix H  
July 1, 2015- June 30, 2016

| <u>GRADE</u> | <u>BASE</u>           | <u>STEP 1</u>         | <u>STEP 2</u>         | <u>STEP 3</u>         | <u>STEP 4</u>         | <u>STEP 5</u>         |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 02           | \$20.5972<br>\$43,007 | \$21.6274<br>\$45,158 | \$22.7079<br>\$47,414 | \$23.8439<br>\$49,786 | \$25.0340<br>\$52,271 | \$26.2878<br>\$54,889 |
| 03           | \$21.6274<br>\$45,158 | \$22.7079<br>\$47,414 | \$23.8439<br>\$49,786 | \$25.0340<br>\$52,271 | \$26.2878<br>\$54,889 | \$27.5996<br>\$57,628 |
| 04           | \$22.7079<br>\$47,414 | \$23.8439<br>\$49,786 | \$25.0340<br>\$52,271 | \$26.2878<br>\$54,889 | \$27.5996<br>\$57,628 | \$28.9837<br>\$60,518 |
| 05           | \$23.8439<br>\$49,786 | \$25.0340<br>\$52,271 | \$26.2878<br>\$54,889 | \$27.5996<br>\$57,628 | \$28.9837<br>\$60,518 | \$30.4310<br>\$63,540 |
| 06           | \$25.0340<br>\$52,271 | \$26.2878<br>\$54,889 | \$27.5996<br>\$57,628 | \$28.9837<br>\$60,518 | \$30.4310<br>\$63,540 | \$31.9526<br>\$66,717 |
| 07           | \$26.2878<br>\$54,889 | \$27.5996<br>\$57,628 | \$28.9837<br>\$60,518 | \$30.4310<br>\$63,540 | \$31.9526<br>\$66,717 | \$33.5512<br>\$70,055 |
| 08           | \$27.5996<br>\$57,628 | \$28.9837<br>\$60,518 | \$30.4310<br>\$63,540 | \$31.9526<br>\$66,717 | \$33.5512<br>\$70,055 | \$35.2289<br>\$73,558 |
| 09           | \$28.9837<br>\$60,518 | \$30.4310<br>\$63,540 | \$31.9526<br>\$66,717 | \$33.5512<br>\$70,055 | \$35.2289<br>\$73,558 | \$36.9909<br>\$77,237 |
| 10           | \$30.4310<br>\$63,540 | \$31.9526<br>\$66,717 | \$33.5512<br>\$70,055 | \$35.2289<br>\$73,558 | \$36.9909<br>\$77,237 | \$38.8429<br>\$81,104 |

**Divisor = 2088**

Appendix I  
July 1, 2015 - June 30, 2016

| <u>GRADE</u> | <u>BASE</u>           | <u>STEP 1</u>         | <u>STEP 2</u>         | <u>STEP 3</u>         | <u>STEP 4</u>         | <u>STEP 5</u>         |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 31           | \$23.0692<br>\$45,158 | \$24.2217<br>\$47,414 | \$25.4335<br>\$49,786 | \$26.7029<br>\$52,271 | \$28.0404<br>\$54,889 | \$29.4396<br>\$57,628 |
| 41           | \$24.2217<br>\$47,414 | \$25.4335<br>\$49,786 | \$26.7029<br>\$52,271 | \$28.0404<br>\$54,889 | \$29.4396<br>\$57,628 | \$30.9160<br>\$60,518 |
| 81           | \$29.4396<br>\$57,628 | \$30.9160<br>\$60,518 | \$32.4598<br>\$63,540 | \$34.0828<br>\$66,717 | \$35.7880<br>\$70,055 | \$37.5775<br>\$73,558 |
| 11           | \$32.4598<br>\$63,540 | \$34.0828<br>\$66,717 | \$35.7880<br>\$70,055 | \$37.5775<br>\$73,558 | \$39.4570<br>\$77,237 | \$41.4324<br>\$81,104 |

Divisor = 1957.5

**EXHIBIT A  
HEALTH BENEFITS**

CIGNA OPEN ACCESS POS MEDICAL PLAN – SUMMARY OF BENEFITS\*

**GRID MAY BE ALTERED TO REFLECT CHANGES IN ARTICLE 21 INSURANCE**

**Open Access POS**

| <b><i>Benefits</i></b>   | <b><i>In-Network</i></b>   | <b><i>Out-of-Network</i></b>  |
|--|--|---|
| <b><i>Annual Deductible</i></b>                                |  |   |
| Individual   | None   | \$200   |
| Family   | None   | \$400   |
| <b><i>Annual Out-of-Pocket Maximum<sup>1</sup></i></b>         |  |   |
| Individual   | None   | \$1,200 including deductible  |
| Family   | None   | \$2,400 including deductible  |
| <b><i>Pre-Existing Condition Limitation<sup>2</sup></i></b>    | No (initial group)   | No (initial group)  |
| <b><i>Lifetime Maximum</i></b>                                 | Unlimited  | Unlimited   |
| <b><i>Office Visit</i></b>                                     |  |   |
| Illness \ Injury   | 100% after \$20 per visit  | 80%*  |
| Allergy Treatment  | 100%   | 80%*  |
| <b><i>Preventive Care</i></b>                                  |  |   |
| Routine Preventive Care for Children (including immunizations) | 100% birth thru age 2  | 80%*  |
| Routine Preventive Care  | 100%   | 80%*  |
| Well Woman Care (including Pap Test)                           | 100%   | 80%*  |
| <b><i>Independent X-Ray and Lab</i></b>                        | 100%   | 80%*  |
| <b><i>Prescription Drugs</i></b>                               | Participating Pharmacy   | Non Participating   |
| Retail Generic   | 100% after \$10 per 30 day supply                                    | 80%   |
| Retail Brand   | 100% after \$30 per 30 day supply                                    | 80%   |
| <b>Retail</b> Non-formulary                                    | 100% after \$45 per 30 day supply                                    |   |
| Mail Order   | <b>Twice copay</b> per 90 day supply *                               | Not covered   |
|  | <b>Mandatory Mail Order and Mandatory Generic programs in effect</b> |   |
| <b><i>Emergency</i></b>  |  |   |
| Doctor's Office  | 100% after \$20 office visit copay                                   | 80%*  |
| Urgent Care Facility Copay                                     | \$25 per visit   | <i>Care will be covered at in-network benefit level if it meets CIGNA Healthcare's definition of emergency.</i> |
| <b>Emergency Room Copay</b>                                    | <b>\$100 per visit</b>   |   |
| Ambulance  | 100%   |   |
| <b><i>Maternity</i></b>  |  |   |
| Initial Visit to Confirm Pregnancy                             | 100% after \$20 office visit copay                                   | 80%*  |
| Delivery \ Prenatal \ Postnatal Visits                         | 100%*  | 80%*  |
| Hospital   | 100% after \$100 per admission                                       | 80%*  |
| Birthing Centers   | 100% after \$100 per admission                                       | 80%*  |
| <b><i>Hospital Inpatient<sup>3</sup></i></b>                   | 100% after \$100 per admission                                       | 80%*  |
| Doctor Visits  | 100%   | 80%*  |
| Outpatient Preadmission Testing                                | 100% after \$20 office visit copay                                   | 80%*  |
| <b><i>Outpatient Surgical Facility</i></b>                     | 100%   | 80%*  |
| <b><i>Surgery</i></b>  |  |   |
| Surgeon's Fees   | 100%   | 80%*  |
| Second Opinion Consultation                                    | 100% after \$20 office visit copay                                   | 80%*  |
| Non-Surgical TMJ   | 100% after \$20 office visit copay                                   | 80%*  |

**Open Access POS**

**Your Plan Pays**

- *\*Subject to Deductible (Refer to the next page for Service Specific Notes and Exclusions )*
- *\*\*All plan deductibles, plan out-of-pocket maximums, and service specific maximums (dollar and occurrence) cross-accumulate between in-network and out-of-network unless otherwise noted.*

**Service Specific Notes:**

All plan deductibles, plan out-of-pocket maximums, and service specific maximums (dollar and occurrence) cross-accumulate between in-network and out-of-network unless otherwise noted.

| <b>Benefits</b>  | <b>In-Network</b>   | <b>Out-of-Network</b>  |
|--|---|--|
| <b>Infertility Services<sup>4</sup></b><br>Office Visit (includes tests & counseling)<br>(\$10,000 Combined Physician and Facility Lifetime Maximum for In-vitro Fertilization, Artificial Insemination, GIFT, ZIFT, etc.)<br>Surgery<br>Inpatient Facility Services<br>Outpatient Surgical Facility<br>Physician Services   | 100% after \$20 copay<br><br>\$100 per admission, then 100% of charges<br>100%<br>100%  | 80%*<br><br>80%*<br>80%*<br>80%*                                     |
| <b>Family Planning</b><br>Office Visit (Includes tests & counseling)<br><b>Vasectomy/Tubal Ligation</b><br>Performed in Physician Office<br>Performed in Outpatient Facility<br><b>Vasectomy/Tubal Ligation Reversal<sup>5</sup></b><br>(\$15,000 Combined Physician and Facility Lifetime Maximum)<br>Inpatient Facility<br>Outpatient Facility<br>Physician's Services | 100% after \$20 copay<br><br>100% after \$ 20 copay<br>100%<br><br>\$100 per admission, then 100% of charges<br>100%<br>100% after \$20 copay | 80%*<br><br>80%*<br>80%*<br><br>80%*<br>80%*<br>80%*                 |
| <b>Outpatient Rehabilitation<sup>6</sup></b><br>Includes Physical, Speech, Occupational and Chiropractic Therapy <sup>6</sup>  | \$20 per visit<br>45 days max./calendar year**<br>45 days max./calendar year**  | 80%*<br>45 days max./calendar year**<br>45 days max./calendar year** |
| <b>Special Services</b><br>Skilled Nursing Facility<br><br>Home Health Care<br>Hospice – Inpatient<br>Hospice – Outpatient   | 100%<br>60 days max./calendar year**<br>100%<br>100%<br>100%  | 80%*<br>60 days max./calendar year**<br>80%*<br>100%<br>100%         |
| <b>Durable Medical Equipment<sup>7</sup></b><br><b>*\$10,000 Calendar Year Maximum</b>   | 100%  | 80%*   |
| <b>External Prosthetic Appliances</b><br><b>*\$10,000 Calendar Year Maximum</b>  | 100%  | 80%*   |
| <b>Mental Health, Alcohol and Drug Abuse Rehabilitation</b><br>Inpatient<br>Outpatient   | \$100 per admission, then 100% of charges<br>\$20 per visit   | 80%*<br>80%*   |
| <b>Group Therapy</b>   | \$20 per visit  | 80%*   |
| <b>Vision Care<sup>8</sup></b><br>Effective 1/1/2008, vision benefits are contained are provided pursuant to Appendix D.   | Vision Rider<br><b>Effective January 1, 2008, the vision benefit will be changed to coverage outlined below</b>                               | Not Covered.   |

Refer to numbered notations in Benefit Summary for cross-reference to the following notes.

1. Once the out-of-pocket maximum is reached the plan pays 100% of eligible charges for the remainder of the plan year, except for mental health and substance abuse treatment which will continue to be paid at the specified levels.
2. Coverage for the pre-existing condition is excluded until one year of being continuously insured, unless the patient is treatment free for a 90 day period. Pre-existing condition applies to any condition treated (including prescriptions) within 90 days prior to effective date.
3. All inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review. If your admission/stay is not authorized there may be a reduction or denial of coverage.
4. Infertility benefits are limited to services for testing, diagnosis, and corrective procedures. Charges for, or in connection with in-vitro fertilization, artificial insemination, or any other similar procedure are covered. Charges for Vasectomy/Tubal Ligation reversal are covered.
5. Speech therapy which is not restorative in nature will not be covered.
6. **Hearing aides and replacement batteries are covered up to a \$2,000 limit within a 24 month period.**

***Exclusions\* (by way of example but not limited to):***

- Services not medically necessary, except specifically outlined preventive care.
- Charges which the person is not legally required to pay.
- Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service.
- Custodial services not intended primarily to treat a specific injury or sickness, or any education or training.
- Experimental or investigational procedures and treatments.
- Cosmetic Surgery.
- Reports, evaluations, examinations or hospitalizations not required for health reasons such as employment or insurance examinations.
  
- Routine eye exams and eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery, unless vision care is specifically included in the plan(s).
  
- Treatment of teeth/periodontium under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth.
- Transsexual surgery and related services.
- Therapy to improve general physical condition.
- Personal or comfort items such as personal care kits, television, and telephone rental in hospitals.
- Surgical treatment for correction of refractive errors, including radial keratotomy.
- Routine foot care.
- Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder.
- Any injury resulting from, or in the course of, any employment for wage or profit.
- Any sickness **or injury** covered under any workers' compensation or similar law.
- Over the counter disposable or consumable supplies, including orthotic devices.
- Charges in excess of the Reasonable and Customary allowance.

"CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries, including Connecticut General Life Insurance Company, Intracorp®, and CIGNA Behavioral Health, Inc., and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc. *Copyright 1994 CIGNA Health Corporation*

**\* The parties agree that any change in exclusions shall be subject to contract negotiations prior to implementation except where such exclusion is currently listed in the union contract, contained in the SPD dated August 2005, excluded under prior practice or included as a exclusion because the City is not subject to the particular state mandate.**

**CIGNA PPO DENTAL PLAN – SUMMARY OF BENEFITS**

| <i>Benefits</i>  | <i>In-Network</i>                   |                | <i>Out-of-Network</i>               |                |
|--|-------------------------------------|----------------|-------------------------------------|----------------|
|  | <i>Plan Pays</i>                    | <i>You Pay</i> | <i>Plan Pays</i>                    | <i>You Pay</i> |
| <b>Calendar Year Maximum</b><br>(Class I, II and III expenses)   | \$1,500                             |                | \$1,500                             |                |
| <b>Annual Deductible</b><br>Individual<br>Family   | \$50 per person<br>\$150 per family |                | \$50 per person<br>\$150 per family |                |
| <b>Reimbursement Levels</b>  | Based on Reduced Contracted Fees    |                | Based on Customary Allowances       |                |
| <b>Class I – Preventive &amp; Diagnostic Care</b><br><br>Oral Exams (Two per year)<br>Routine Cleanings (Two per year)<br>Full Mouth X-rays (One complete set every three years)<br>Bitewing X-rays (Two per year)<br>Panoramic X-ray (One every three years)<br>Fluoride Application (One per year for <b>Persons</b> under 19)<br>Sealants (Limited to posterior tooth for a person less than 14/One treatment per tooth every three years)<br>Space Maintainers (Limited to non- <b>Orthodontic</b> treatment)<br>Emergency Care to Relieve Pain<br>Histopathologic Exams | 100%                                | No Charge      | 100%                                | No Charge      |
| <b>Class II – Basic Restorative Care</b><br><br>Fillings<br>Root Canal Therapy<br>Osseous Surgery<br>Periodontal Scaling and Root Planing<br>Denture Adjustments and Repairs<br>Simple Extractions<br>Oral Surgery<br>Anesthetics  | 80%*                                | 20%*           | 80%*                                | 20%*           |
| <b>Class III – Major Restorative Care</b><br><br>Crowns<br>Dentures<br>Bridges<br>Repairs to Crowns and Inlays<br>Surgical Extractions of Impacted Teeth   | 50%*                                | 50%*           | 50%*                                | 50%*           |
| <b>Class IV – Orthodontia</b><br><br>Lifetime Maximum  | 50%*<br><br>\$2,000                 | 50%*           | 50%*<br><br>\$2,000                 | 50%*           |

Pretreatment review is suggested when dental work in excess of \$200 is proposed.  
All plan deductibles and maximums (dollar and occurrence) cross-accumulate between In-Network and Out-of-Network unless otherwise noted.

\* *Subject to annual deductible*

## ***CIGNA Dental PPO Exclusions and Limitations***

### ***Exclusions***

Covered expenses will not include, and no payment will be made for, expenses incurred for:

- Services performed solely for cosmetic reasons;
- Replacement of a lost or stolen appliance;
- Replacement of a bridge, crown or denture within five years after the date it was originally installed unless: (a) such replacement is made necessary by the placement of an original opposing full denture or the necessary extraction of natural teeth; or (b) the bridge, crown or denture, while in the mouth, has been damaged beyond repair as a result of an injury received while a person is insured for these benefits;
- Any replacement of a bridge, crown or denture which is or can be made useable according to common dental standards;
- Procedures, appliances or restorations (except full dentures) whose main purpose is to (a) change vertical dimension; (b) diagnose or treat conditions or dysfunction of the temporomandibular joint; (c) stabilize periodontally involved teeth; or (d) restore occlusion;
- Porcelain or acrylic veneers of crowns or pontics on or replacing the upper and lower first, second or third molars;
- Bite registrations; precision or semi-precision attachments; or splinting;
- A surgical implant of any type including any prosthetic device attached to it;
- Instruction for plaque control, oral hygiene and diet;
- Dental services that do not meet common dental standards;
- Services that are deemed to be medical services;
- Services and supplies received from a hospital;
- Services for which benefits are not payable according to the “General Limitations” section.

In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

### ***General Limitations***

No payment will be made for expenses incurred for you or any one of your Dependents:

- For or in connection with an injury arising out of, or in the course of, any employment for wage or profit;
- For or in connection with a sickness which is covered under any workers’ compensation or similar law;
- For charges made by a Hospital owned or operated by or which provides care or performs services for the United States Government, if such charges are directly related to a military service connected condition;
- To the extent that payment is unlawful where the person resides when the expenses are incurred;
- For charges which the person is not legally required to pay;
- To the extent that they are more than either the applicable Contracted Fee, applicable Reasonable or Customary Charges or applicable Scheduled Amount;
- For charges for unnecessary care, treatment or surgery;
- To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid; or
- For or in connection with experimental procedures or treatment methods not approved by the American Dental Association or the appropriate dental specialty society.

No payment will be made for expenses incurred by you or any one of your Dependents to the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a “no-fault” insurance law or an uninsured motorist insurance law. Connecticut General Life Insurance Company will take into account any adjustment option chosen under such part by you or any one of your Dependents.

**EXHIBIT B**  
**MEDICAL PLAN SUMMARY - HDHP-HSA PLAN**  
**Effective January 1, 2014**

|   | <b>HDHP Plan</b>  | <b>HDHP Plan</b>  |
|---|---|---|
| <b>Eligibility</b>  | <b>In Network</b>   | <b>Out of Network</b>                                     |
| <b>All employees except those excluded by federal law</b> | <b>Eligible employee, spouse and dependents to age 26</b> | <b>Eligible employee, spouse and dependents to age 26</b> |

|  | <b>HDHP Plan</b>  | <b>HDHP Plan</b>  |
|--|---|---|
| <b>General Provisions</b>  | <b>In Network Member Pays</b>   | <b>Out of Network Member Pays</b>   |
| <b>Co-payments</b>   | <b>Not applicable</b>   | <b>Not applicable</b>   |
| <b>Deductible</b><br>The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation).            | <b>\$2,000 per individual per plan year</b><br><b>\$4,000 per family per plan year</b><br><b>(Combined in network and out of network)</b> | <b>\$2,000 per individual per plan year</b><br><b>\$4,000 per family per plan year</b><br><b>(Combined in network and out of network)</b> |
| <b>Coinsurance</b>   | <b>0% after deductible</b><br><b>(Plan pays 100% after deductible)</b>  | <b>20% after deductible</b><br><b>(80% by Plan and 20% by member)</b>   |
| <b>Maximum out-of-pocket</b><br>The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation). | <b>\$2,000 for individual per plan year</b><br><b>\$4,000 for family per plan year</b>  | <b>\$4,000 for individual per plan year</b><br><b>\$8,000 for family per plan year</b>  |
| <b>Payment Basis</b>   | <b>Negotiated fees; no balance billing</b>  | <b>300% of MRC</b>  |
| <b>Plan Year</b>   | <b>January 1 - December 31</b>  | <b>January 1 - December 31</b>  |

|  |  |  |
|--|--|--|
| <b>Inpatient Hospital Services</b>   |  |  |
| <b>Semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and laboratory fees, physical therapy, occupational therapy, drugs, operating room fees, dialysis, etc.</b> | <b>0% after deductible</b><br><b>(Plan pays 100% after deductible)</b> | <b>20%</b><br><b>(Plan pays 80% of MRC after deductible)</b> |

|  |   |   |
|--|---|---|
| <b>Outpatient Hospital Services</b><br>Operating and recovery room, surgeons fees, lab and x-ray, Dialysis, radiation and chemotherapy, etc. | <b>0% after deductible</b><br>(Plan pays 100% after deductible) | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Inpatient Mental Health Services</b>  | <b>0% after deductible</b><br>(Plan pays 100% after deductible) | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Inpatient Substance Abuse Services</b>  | <b>0% after deductible</b><br>(Plan pays 100% after deductible) | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Outpatient Mental Health and Substance Abuse</b>  | <b>0% after deductible</b><br>(Plan pays 100% after deductible) | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Physician services</b>  |   |   |
| <b>Medical Care</b><br>(Clinical indications of illness)   | <b>0% after deductible</b><br>(Plan pays 100% after deductible) | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Allergy Care</b>  |   |   |
| <b>Office visits Testing</b>   | <b>0% after deductible</b><br>(Plan pays 100% after deductible) | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Injections</b>  | <b>0% after deductible</b><br>(Plan pays 100% after deductible) | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Well Child Care</b><br>(No clinical indications or history)   | <b>0%</b><br>(Plan pays 100%; deductible waived)                | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Adult Physical Examinations</b><br>(No clinical indications or history)<br>(Includes hearing screening)                                   | <b>0%</b><br>(Plan pays 100%; deductible waived)                | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Routine Mammography</b><br>(No clinical indication or history)  | <b>0%</b><br>(Plan pays 100%; deductible waived)                | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Vision Screening</b>  | <b>See Vision Plan</b>  |   |
| <b>Routine Gynecological</b><br>(No clinical indication or history)  | <b>0%</b><br>(Plan pays 100%; deductible waived)                | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Maternity Care</b><br>(Prenatal and postnatal)  | <b>0% after deductible</b><br>(Plan pays 100% after deductible) | <b>20%</b><br>(Plan pays 80% of MRC after deductible)           |
| <b>Emergency Care</b>  |   |   |
| <b>Emergency Room Visits</b>   | <b>0% after deductible</b><br>(Plan pays 100% after deductible) | <b>0% after deductible</b><br>(Plan pays 100% after deductible) |

|  |  |  |
|--|--|--|
| <b>Urgent Care</b>   | <b>0% after deductible<br/>(Plan pays 100% after deductible for medically necessary care)</b>  | <b>0% after deductible<br/>(Plan pays 100% after deductible for medically necessary care)</b>  |
| <b>Walk-in Care<br/>(Walk in center or physician's office)</b>   | <b>0% after deductible<br/>(Plan pays 100% after deductible)</b>   | <b>20%<br/>(Plan pays 80% of MRC after deductible)</b>   |
| <b>Ambulance</b>   | <b>0% after deductible<br/>(Plan pays 100% after deductible)</b>   | <b>0% after deductible (Plan pays 100% after deductible)</b>   |
| <b>Outpatient Therapy Coverage</b>   |  |  |
| <b>Speech Therapy,<br/>Occupational Therapy,<br/>Physical Therapy</b><br><br><b>45 days combined maximum<br/>per year</b>                  | <b>0% after deductible<br/>(Plan pays 100% after deductible)<br/>Maximum of 45 visits per plan<br/>year (combined in-network<br/>and out-of-network)</b> | <b>20%<br/>(Plan pays 80% of MRC after<br/>deductible)<br/>Maximum of 45 visits per plan<br/>year (combined in-network<br/>and out-of-network)</b> |
| <b>Chiropractic Services</b><br><b>45 days combine maximum<br/>per year</b>  | <b>0% after deductible<br/>(Plan pays 100% after deductible)<br/>Maximum of 45 visits per plan<br/>year (combined in-network<br/>and out-of-network)</b> | <b>20%<br/>(Plan pays 80% of MRC after<br/>deductible)<br/>Maximum of 45 visits per plan<br/>year (combined in-network<br/>and out-of-network)</b> |
| <b>Labs and X-Rays</b>   | <b>0% after deductible<br/>(Plan pays 100% after deductible)</b>   | <b>20%<br/>(Plan pays 80% of MRC after deductible)</b>   |
| <b>High Cost Diagnostic Testing<br/>(MRI, CAT, PET, CT)</b>  | <b>0% after deductible<br/>(Plan pays 100% after deductible)</b>   | <b>20%<br/>(Plan pays 80% of MRC after deductible)</b>   |
| <b>Home Health Care</b><br><b>Maximum 16 hours per days</b>  | <b>0% after deductible<br/>(Plan pays 100% after deductible)<br/>Maximum of 200 days per plan<br/>year combined in-network and<br/>out-of-network</b>    | <b>20%<br/>(Plan pays 80% of MRC after deductible)<br/>Maximum of 200 days per plan<br/>year combined in-network and<br/>out-of-network</b>        |
| <b>Hospice Care</b>  | <b>0% after deductible<br/>(Plan pays 100% after deductible)</b>   | <b>20%<br/>(Plan pays 80% of MRC after deductible)</b>   |
| <b>Skilled Nursing Facility,<br/>Rehabilitation Hospital, Sub-<br/>Acute Facilities</b><br><br><b>60 days combine maximum<br/>per year</b> | <b>0% after deductible<br/>(Plan pays 100% after deductible)</b>   | <b>20%<br/>(Plan pays 80% of MRC after deductible)</b>   |
| <b>Durable Medical Equipment<br/>and Prosthesis</b>  | <b>0% after deductible<br/>(Plan pays 100% after deductible)</b>   | <b>20%<br/>(Plan pays 80% of MRC after deductible)</b>   |
| <b>Vision Rider</b>  | <b>See Vision Plan</b>   |  |

|   |  |  |
|---|--|--|
| <b>Prescription Drug Benefits administered by Medco/ESI</b> | <b>0% after deductible<br/>(Plan pays 100% after deductible)</b> | <b>20%<br/>(Plan pays 80% of MRC after deductible)</b> |
|---|--|--|

**Vision Benefit**  
**Effective January 1, 2008**

| <u>Vision Care Services</u>                        | <u>Member Cost</u>   | <u>Out-of-Network</u> |
|--|--|-----------------------|
| Exam with Dilation as Necessary:                   | \$10 Copay   | Up to \$35            |
| Contact Lens Fit and Follow-Up Options:            |  |                       |
| Standard*  | Up to \$55   | N/A                   |
| Premium**  | 10% off retail price   | N/A                   |
| Frames (any available frame at provider location): | \$0 Copay, \$100 allowance for a frame plus 20% off balance over \$100 | Up to \$45            |
| Standard Plastic Lenses:                           |  |                       |
| Single Vision                                      | \$25 Copay   | Up to \$25            |
| Bifocal  | \$25 Copay   | Up to \$40            |
| Trifocal   | \$25 Copay   | Up to \$55            |
| Lens Options (paid by the member):                 |  |                       |
| Tint (Solid and Gradient)                          | \$15   | N/A                   |
| UV Coating   | \$15   | N/A                   |
| Standard Scratch-Resistance                        | \$15   | N/A                   |
| Standard Polycarbonate                             | \$40   | N/A                   |
| Standard Anti-Reflective                           | \$45   | N/A                   |
| Standard Progressive (Add-on to Bifocal)           | \$65   | N/A                   |
| Other Add-Ons and Services                         | 20% off retail price   | N/A                   |
| Contact Lenses: (allowance for materials only)     |  |                       |
| Conventional                                       | \$0 Copay, \$115 allowance, 15% discount off balance over \$115        | \$92                  |
| Disposables  | \$0 Copay, \$115 allowance, plus balance over \$115                    | \$92                  |
| Medically Necessary                                | \$0 Copay, Paid in full  | \$200                 |

Standard Contact Lens Fitting - spherical clear contact lenses in conventional wear and planned replacement (examples include but not limited to disposable, frequent replacement, etc).

\*\*Premium Contact Lens Fitting – all lens designs, materials and specialty fittings other than Standard Contact Lenses (examples include toric, multifocal, etc.)

Plan Limitations/Exclusions:

- Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing
- Corrective eyewear required by an employer as a condition of employment and safety eyewear unless specifically covered under plan

- Services provided as a result of any Workers Compensation law
- Aniseikonic lenses
- Medical and/or surgical treatment of the eye, eyes, or supporting structures
- Services or materials provided by any other group benefit providing for vision care
- Two pair of glasses in lieu of bifocals
- Certain frame brands in which the manufacturer imposes a no discount policy
- Plano non-prescription lenses and non-prescription sunglasses (except for 20% discount)

Additional Value Added Savings:\*

Members receive a 20% discount on remaining balance at participating providers. This discount does not apply to EyeMed providers professional services or disposable contact lenses. Members also receive a 40% discount on unlimited additional eyewear purchases (complete pairs) after initial benefit has been used. After initial purchase with above benefit, replacement contact lenses may be obtained via the internet at competitive prices and mailed directly to the member. Details are available at [www.eyemedvisioncare.com](http://www.eyemedvisioncare.com).

Members also receive 15% off retail price or %5 off promotional price for Lasik or PRK from the US Laser Network, owned and operated by LCA Vision. Since Lasik or PRK vision correction is an elective procedure, performed by specially trained providers, this discount may not always be available from a provider in your immediate location. For a location near you and the discount authorization, please call: 1-877-5LASER6.

Benefits may not be combined with any discount, promotional offering or other group benefit plan. Allowances are one-time use benefits with no remaining balance available. Lost or broken materials are not covered.

\* In the event the City elects to change carriers, the "Additional Value Added Savings" portion shall not be included as "benefits" in any change of carrier determination under Article V, Section 6.

**EXHIBIT B**  
**The City of Norwalk**  
**Alcohol and Controlled Substances**  
**Program and Policy Statement**

**Policies and Information for**  
**Employees Subject to Mandatory**  
**Alcohol and Substance Abuse Testing**

Mandatory alcohol and substance abuse testing for commercial motor vehicle operators is now the law! Employees who abuse alcohol and controlled substances present a significant threat to life and limb for themselves, their fellow employees and the public. They are prone to accidents, poor job performance and absenteeism, raising costs and risks for their employers.

Therefore, the City of Norwalk is committed to establishing and maintaining a lawful program of alcohol and controlled substances testing for all employees who hold commercial driver's licenses, perform safety sensitive functions, and are subject to the applicable Federal and State regulations. The following policies and information are an important part of this program, and all employees subject to the program must become fully familiar with this material.

To assist employees in understanding the program, their rights and obligations, the City of Norwalk has designated the following person (s) to answer questions about the program, its requirements, and the rights and obligations of employees subject to alcohol and controlled substances testing.

Director of Personnel & Labor Relations - 854-7724

Employees subject to the program should feel free to contact the designated individual (s) with any and all questions or concerns they may have about the program, its contents, and its application.

1. Who is subject to the program, and to alcohol and controlled substances testing?

The City of Norwalk Alcohol and Controlled Substances Testing Program applies to every person employed by the City of Norwalk, or applying to be an employee, who holds a commercial driver's license, and operates a commercial motor vehicle owned and/or under the control of the City of Norwalk. Please note, this includes employees during their actual driving time, as well as during the performance of any on-duty "safety sensitive functions", a term defined below.

Commercial motor vehicles are defined in Federal regulations as follows: a motor vehicle or combination of motor vehicles, used to transport passengers or property if the motor vehicle (1) has a gross combined weight rating of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used to transport materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act,

and which require the motor vehicle to be placarded under the Hazardous Materials regulations (40 C.R.R. part 172, subpart F).

Safety sensitive functions are defined as any of the following on-duty functions:

- ◆ All driving time, which means all time spent at the driving controls of a commercial motor vehicle;
- ◆ All time, apart from driving time, in or upon a commercial motor vehicle, except time spent resting in a sleeper berth (if applicable);
- ◆ All time loading or unloading a vehicle, supervising or assisting in loading or unloading, attending to a vehicle being loaded or unloaded, remaining ready to operate the vehicle, or giving or receiving any receipts for shipments loaded or unloaded;
- ◆ All time spent inspecting equipment, or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time;
- ◆ All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle;
- ◆ All time spent waiting to be dispatched, unless the driver has been relieved from duty by the City of Norwalk, whether at a City of Norwalk facility or elsewhere; and
- ◆ All time spent in attendance at the scene of an accident and performing required duties in relation to such accident.

Any employee subject to the program is considered to be engaged in the performance of these safety-sensitive functions during any time they are actually performing them, are ready to perform them, or are immediately available to perform them. It is extremely important that employees familiarize themselves with these duties and understand that they are required to be in compliance with this program and all applicable regulations whenever they perform these functions.

Further, because of the nature of duties the City of Norwalk assigns employees who work with commercial motor vehicles, all such employees have duties that are considered safety sensitive functions at virtually all times.

2. What conduct is prohibited under the program and the applicable regulations?

Employees subject to the program and the applicable regulations are forbidden from engaging in any of the following conduct:

- ◆ Reporting for duty or remaining on duty for the performance of safety sensitive functions with a blood-alcohol level greater than 0.02 but less

than 0.04. This is the threshold of blood-alcohol that triggers consequences for the employee who tests at this level.

- ◆ Reporting for duty or remaining on duty for the performance of safety-sensitive functions while having a blood alcohol concentration that is higher than the threshold level, in other words, 0.04 or greater, or when using any controlled substances (except when the use is pursuant to the instructions of a physician who has advised the driver that the substance the driver is using does not adversely affect the driver's ability to safely operate a commercial motor vehicle). Note, you must report all therapeutic uses of drugs/controlled substances, in advance of performing any safety-sensitive functions on the standard form provided by the City;
  - ◆ Possession of any alcohol, other than as manifested and transported as part of a shipment;
  - ◆ Use of alcohol while performing safety-sensitive functions, or performing any safety-sensitive functions within four (4) hours after using alcohol. Remember, this includes consumption of any beverage, mixture, or preparation, including medications, that contain alcohol;
  - ◆ Use of alcohol for eight (8) hours following an accident that requires a post-accident alcohol test under this program and the applicable regulations, or until the employee has undergone a post-accident alcohol test, whichever comes first;
  - ◆ Refusing to submit to appropriate alcohol and/or controlled substances testing under this program or the applicable regulations.
3. Under what circumstances will employees or job applicants subject to the program and the applicable regulations actually be tested?

Applicants for employment will be subject to a pre-employment test for controlled substances, with certain limited exceptions for applicants who have participated in a drug testing program in compliance with the applicable regulations within the previous thirty (30) days and meet certain other requirements which the City of Norwalk will explain in full at the time of application.

Employees will be subject to the following categories of testing:

- ◆ Post-accident, if the employee was performing safety-sensitive functions and if the accident involved the loss of human life or the employee received a citation for a moving traffic violation arising from the accident;
- ◆ Random testing, unannounced and spread throughout the year. Selections made via a scientifically valid method;
- ◆ Reasonable suspicion testing;

- ◆ Return to duty testing, in appropriate circumstances; and
- ◆ Follow-up testing, in appropriate circumstances.

Post-accident testing for alcohol misuse will occur within a maximum of eight (8) hours after the accident, while testing for controlled substances, will occur within a maximum of thirty-two (32) hours after the accident. The employee(s) involved must not use any alcohol for eight (8) hours after the accident.

Reasonable suspicion testing is required when the City of Norwalk has reasonable grounds to believe that the employee is in violation of this program and the applicable regulations, at a time when the employee is required to be in compliance. Reasonable suspicion is determined by specific, contemporaneous observations which can be articulated concerning the employee's appearance, behavior, speech or body odor. Observations for controlled substances testing purposes may include indications of chronic and/or withdrawal effects of such substances. Mere possession of alcohol will not constitute a basis for such testing, but may lead to discipline.

The necessary observation to trigger reasonable suspicion testing will be made by a trained supervisor. Only one supervisor is needed to make an appropriate observation. Results of the observation will be recorded. Under no circumstances will the same supervisor actually test the employee for alcohol misuse. The test will occur, for alcohol misuse, within a maximum of eight (8) hours after the observation, and in most cases within two (2) hours.

#### 4. What procedures will be used to test employees?

For alcohol testing, an evidentiary breath test (EBT) will be used to determine the blood-alcohol level of the employee. If the result of the initial test is under 0.02, a certified blood-alcohol tester (BAT) records the result and no further testing is performed. If the results are 0.02 or greater, a second test is required to determine the quantitative alcohol concentration. Two (2) such tests, briefly spaced part, are required to determine a prohibited alcohol concentration. Both tests will be conducted by a BAT, using appropriate testing equipment maintained and used in compliance with the program and the applicable regulations. An individually sealed mouthpiece must be opened in view of the employee and attached to the EBT. The employee blows forcefully into the mouthpiece for at least six seconds, or until an adequate amount of breath has been obtained.

For random alcohol testing, employees will be tested only while performing safety sensitive functions, or immediately prior to or after performing them.

For controlled substances testing, urinalysis will be used to determine the presence of such substances. The test will be conducted by a certified testing service, in compliance with all applicable laws and regulations.

The employee is not to provide any information about prescription of over-the-counter medication to the employer or the laboratory. A statement on the form informs the employee that there is a positive test. A positive result does not

automatically identify an employee as having used drugs in violation of DOT Agency Regulations.

For controlled substances testing, a Medical Review Officer will review the results and contact the employee on a confidential basis to determine whether he wishes to discuss the test results. This review shall be performed prior to the transmission of the results to the City. The employee shall have an opportunity to offer information about any controlled substance they may be using under the direction of a health care provider as well as other information, such as dietary information, that may be important to help explain or interpret the test results. The employee may list medications only on the employee's copy of the form.

At all times, the urine sample the employee provides will be handled according to strict "chain-of-custody" standards. This simply means that the sample will be carefully labeled and tracked at all times during the testing process to be sure that test results from the sample are always attributed to the employee who actually supplied the sample. Also, at the time of collection the sample will be split into two equal parts.

One part of the split sample will be maintained separately. The employee may have the separate portion independently tested if the employee should so choose, and at the employee's own cost, following an initial positive test result. The employee must exercise this option within seventy-two (72) hours after notice from the appropriate medical review officer of the positive result. If an employee requests a split sample test, the medical review officer will instruct the certified testing service that tested the primary sample, and has custody of the split sample, that a request for split sample testing was made. That certified testing service will forward the split sample to a different certified testing service, following all chain-of-custody procedures. Pursuant to instructions from the medical review officer, that second certified testing service will test the split sample for the presence of the controlled substance(s) for which a positive test result was obtained in testing the primary sample.

If the separate portion tests positive, the employee is subject to consequences under the program. If it tests negative, or for any reason is not available to the employee for separate testing, the test is deemed negative and without consequences.

Strict rules of confidentiality will also apply to protect all employees participating in the program. As a general rule, only those persons who must know the results of testing for purposes of carrying out the program and the applicable regulations will have any access to the results of testing.

Note: A refusal to submit to testing when required is a serious occurrence. Employees who refuse to submit to a test when required will not be permitted to perform any safety-sensitive functions and the City of Norwalk will treat this as insubordination and discipline the employee accordingly, up to and including termination of employment.

Refusal to submit to an alcohol or controlled substances test means that the employee (1) fails to provide adequate breath for testing without any valid medical explanation, after receiving notice that an alcohol breath test is required under

the program and the applicable regulations; (2) the employee fails to provide adequate urine for a controlled substances test without a valid medical explanation, after receiving notice that a controlled substances urinalysis test is required under the program and the applicable regulations; or (3) the employee engages in any conduct that clearly obstructs the testing process.

5. What are the consequences for employees who violate the program and applicable regulation requirements?

(a) For alcohol misuses, an employee with an alcohol concentration of 0.02 or greater, but less than 0.04, shall be relieved from all duties, and shall not be permitted to perform any safety sensitive functions, including but not limited to driving a commercial motor vehicle, until the start of the employee's next regularly scheduled duty time, but in no event in less than twenty-four (24) hours after the blood alcohol testing that produced such a result. Further, an employee who tests positive at this threshold level of blood-alcohol must test negative (in other words, below 0.02), to return to duty. The City of Norwalk will not pay employees for any time spent relieved from duty under this provision.

No action to discipline, or other action against an employee, will be taken based solely on blood alcohol test results showing a concentration less than 0.04. However, the City of Norwalk reserves the right to apply other measures, including discipline for just cause, up to and including termination of employment with the City of Norwalk, when such test results occur, taking into account all circumstances and relying on the City of Norwalk's independent authority to control its workplace.

(b) For the first occurrence of an employee violation of the provisions of the program and the applicable regulation requirements (other than an alcohol test result between 0.02 and 0.04), he or she will be not be permitted to perform any safety sensitive functions, including but not limited to driving a commercial motor vehicle. This relief from duty shall be without pay in all cases. The City of Norwalk reserves the right to apply other measures, including discipline, up to and including termination of employment with the City of Norwalk, when such violations occur, taking into account all circumstances and relying on the City of Norwalk's independent authority to control its workplace. However, for first violations, only, the following procedures will generally apply.

An employee who commits such a first violation will not be permitted to resume performing safety sensitive functions and/or driving a commercial vehicle until the following requirements have been fully met:

- ◆ First, the City of Norwalk will advise an employee, who is found in violation of this policy, of the resources that may be available to the employee to evaluate and resolve problems associated with misuse of alcohol and controlled substances. This information will include the name (s), address (es) and telephone number (s) of substance abuse professional (s), counseling and treatment program (s).

- ◆ The employee must be evaluated by a substance abuse professional to determine what possible assistance, if any, that employee requires regarding alcohol and/or controlled substances misuse.
- ◆ Before returning to duty, to perform any safety sensitive functions, the employee must submit to a return to duty alcohol test, with a result of an alcohol concentration of less than 0.02, if the violation involved alcohol, or a verified negative test result for controlled substances, if the violation involved controlled substance (s). Under no circumstances will any employee return to duty without the required negative test results.

Further, following a first violation, each employee who is identified as needing assistance in resolving problems associated with misuse of alcohol or controlled substances (1) shall be evaluated by a substance abuse professional to determine that the employee has properly followed any rehabilitation program that may have been prescribed for the employee, and (2) shall thereafter be subject to unannounced follow-up alcohol and controlled substances tests, which shall be administered by the City of Norwalk upon return to duty.

The number and the frequency of such follow-up tests shall be directed by the substance abuse professional involved, but shall consist of at least six (6) tests in the first twelve (12) months after the employee returns to duty. The City of Norwalk has the option to determine whether the employee shall undergo both alcohol and controlled substances testing as part of the follow-up test regimen. Follow-up testing for alcohol will occur only when the employee is performing safety sensitive functions, or immediately prior to or after performing them.

Follow-up testing shall not extend beyond sixty (60) months from the date of return to duty. The substance abuse professional involved may determine to end follow-up testing after the minimum six (6) tests in twelve (12) months have been administered, and the substance abuse professional expressly determines that such testing is no longer needed.

Note: For the first violation of the program only, the cost of evaluation and any course of rehabilitation/treatment by a substance abuse professional shall be borne by the City of Norwalk, through application of appropriate employee health insurance provisions. The City of Norwalk may choose to provide evaluation and rehabilitation through a contract between the City of Norwalk and a substance abuse professional under contract with the City of Norwalk, or the employee may obtain such services by a substance abuse professional not affiliated with the City of Norwalk. However, in all cases, the maximum cost to the City of Norwalk shall always be the limits of coverage under the appropriate employee health insurance provisions. Costs in excess of such coverage limits shall be carried by the employee.

An employee who violates the provisions of the program for a second time, shall be discharged by the City of Norwalk. And, the City of Norwalk will not, under any circumstances, bear the cost of any evaluation, rehabilitation or substance abuse treatments for any employee who commits a second violation.

5. Information on the effects of substance abuse, the signs and symptoms and means to deal with the problem.

Alcohol and controlled substances produce many unpleasant side effects. These effects can adversely affect not only your work life, but your personal life as well. As noted in the introduction to this program and policy statement, employees who abuse alcohol and/or controlled substances, place themselves and everyone around them at risk of accidents, injury and death. And that is not to downplay the impact of increased tardiness, absenteeism and poor job performance. All of those are serious problems as well, and leave their mark on employees and employers alike.

Further, the emotional instability, exaggerated mood swings, depression and similar effects of alcohol and controlled substances can create significant interpersonal problems between the substance abuser and co-workers, friends and worst of all family.

There are frightening physical effects as well. These can include liver damage, nasal and respiratory problems, convulsions, heart problems and general physical deterioration.

When someone abuses alcohol and/or controlled substances, they display numerous symptoms. Some of the most noticeable signs of alcohol abuse are the odor of alcohol itself, slurred speech, stumbling or staggering, loss of balance, mental confusion and disorientation. For controlled substance abuse, the list includes drowsiness, dilated pupils, poor perception of time and distance, depression and again, mental confusion and disorientation. These lists are not all inclusive. Different substances can produce different effects, and many abusers will combine different substances, aggravating the impact and increasing the risks involved in such abuse.

For more information, please contact the designated individual (s) in this program and policy statement.

6. Records retention as part of the program.

As a general matter, the City of Norwalk will maintain all required records, that are part of this program, according to the applicable Federal regulations. Further, the City of Norwalk will always comply with the provisions of any applicable State law, such as the Personnel Files Act. Records of implementation of the program may be kept in an employee's personnel file, or in the employee's medical file, as appropriate for the particular record or documentation.

EXHIBIT C Family and Medical Leave Policy

CITY OF NORWALK

FAMILY AND MEDICAL LEAVE ACT POLICY

OVERVIEW

The City of Norwalk is a "covered" employer under the Federal Family and Medical Leave Act (FMLA or Act) and is subject to all rules and regulations under the Act. The Connecticut family and medical leave statutes and regulations do not apply to the City.

In general, the FMLA allows eligible employees to take job-protected leave for the reasons specified in the law. Eligibility for leave, the reasons for leave, the allowable length of leave and the benefits and protections of the FMLA are specified in the Act and related regulations, and summarized in this Policy. This Policy is based on the Act and regulations, as amended to January 2009.

Questions concerning the FMLA and this Policy should be directed to the City's Personnel Department.

POLICY

It is the policy of the City of Norwalk to grant FMLA leave to the full extent of the law. For employees with accumulated paid leave, FMLA leave is first charged to the employee's accrued paid leave which is eligible for use based on the reason for the FMLA leave. Sick leave, if applicable, vacation and personal leave run concurrently with FMLA leave time until the paid leaves are exhausted. When an employee has no accrued leave time or when accrued paid leave time is fully utilized, FMLA leave is unpaid. During the period of FMLA leave, whether paid or unpaid, an employee remains eligible for health insurance coverage paid by the City to the same extent as prior to the leave.

SPECIFIC PROVISIONS

A. Eligibility

In order to qualify for FMLA leave, the employee must meet all of the following conditions:

- The employee must have worked for the City for 12 months, which need not be consecutive.
- The employee must have worked at least 1,250 hours during the 12 months immediately preceding the start of the FMLA leave.

B. Qualifying Reasons, Types of Leave and Length of Leave

In general, an employee is eligible for up to 12 workweeks of FMLA leave in a 12-month period. When the leave is to care for an injured or ill service member, an employee is eligible for up to 26 weeks of leave in a 12-month period. The 12-month period starts on the date of the employee's first day of FMLA leave. In most cases, leave is full-time, but intermittent leave is permitted in certain circumstances described below.

**In General - Leave for 12 Workweeks:**

The City will grant an employee up to a total of 12 workweeks of FMLA leave in a 12-month period for one or more of the following reasons:

- The birth of a child, and to care for a newborn child;
- The placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child or parent - but not a parent "in-law") with a serious health condition;
- When the employee is unable to perform the duties of his or her position due to a serious health condition, including incapacity due to pregnancy, prenatal medical care or child birth; and
- A qualifying exigency arising out of a family member's military service, including one more of the following reasons:
  - a) a short notice deployment;
  - b) military events and related activities;
  - c) childcare and school activities;
  - d) financial and legal arrangements;
  - e) counseling;
  - f) rest and recuperation;
  - g) post-deployment activities; or
  - h) additional duties that arise out of the active duty or call to active duty of a covered military member, provided that the City and the employee agree that such leave qualifies as an exigency, and agree to both the timing and the duration of such leave.

**Leave to Care for an Injured or Ill Service Member:**

An eligible employee may take up to 26 workweeks of FMLA leave during a 12-month period to care for an injured or ill service member who is the employee's spouse, parent, child or next of kin, and who incurred the injury or illness in the line of duty and while on active duty in the Armed Forces. The injury or illness must render the service member medically unable to perform the duties of his/her office, grade, rank or rating. This provision applies to service members who are undergoing medical treatment, recuperation, or therapy, are in outpatient status, or who are on the temporary disability retired list, for a serious injury or illness.

When combined with any other type of FMLA qualifying leave, total leave time may not exceed 26 weeks in a single twelve 12 month period. Standard FMLA leave procedures described below apply to all requests for and designation of leave for this purpose. However, in the case of leave to care for an injured or ill service member, the 12-month period begins on the day such leave actually commences.

Limitations on Certain Leaves:

FMLA leave to care for a newborn child or newly placed adopted child must normally be taken as consecutive days. An employee may request that such leave be taken on non-consecutive days. Approval for leave on non-consecutive days is at the sole discretion of the Department Head and Director of Personnel. All leave to care for a newborn or newly adopted child must conclude within 12 months of the date of birth or adoption.

If two City employees request leave for the birth of their child, placement of a child with them through adoption or foster care, or to care for a seriously ill parent, the two employees will be entitled to a maximum combined total leave equal to 12 weeks in any one 12-month period. If either spouse or parent (or both) uses a portion of the total 12-week entitlement for one of these purposes, each is entitled to the difference between the amount he or she has taken individually and the 12 weeks for FMLA leave for their own or their spouse's serious health condition in the 12-month entitlement period.

Definition of Serious Health Condition:

For purposes of the FMLA, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility.
- A period of incapacity requiring absence of more than three consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
  - 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (for example, a physical therapist) under orders of, or on referral by, a health care provider; or
  - 2) treatment by a health care provider, on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

The requirement for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or continuing treatment related to a chronic serious health condition that is incurable or so serious that would most likely result in incapacity of more than 3 consecutive days if left untreated. For chronic conditions, the employee must have at least two in-person visits for treatment by a health care provider each year.

- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, terminal illnesses).

Intermittent/Reduced Schedule Leave:

Employees may take leave on an intermittent basis or work a reduced schedule when:

- Medically necessary to care for a seriously ill family member;
- Medically necessary due to the employee's serious health condition;
- To care for a newborn or newly placed adopted or foster care child, with approval by the Department Head and the Director of Personnel.

The following conditions apply to intermittent or reduced schedule leave:

- Employees must make a reasonable effort to schedule such leave in a way that does not disrupt the department or division operations.
- Employees making such a request may be transferred temporarily to an alternative job with equivalent pay and benefits, which accommodates recurring periods of leave better than the employee's regular job.
- Applicable collective bargaining agreements must be complied with.

C. Use of Paid and Unpaid Leave:

For all leave time taken under the FMLA, employees are required to use paid leave time, if such is available, prior to taking unpaid leave. Paid leave is to be charged in the following order: sick leave (if the reason for the leave qualifies as sick leave), vacation, personal leave. On a case-by-case basis, the Director of Personnel may allow an employee to withhold up to three vacation days to be available for use for emergencies or special needs upon the employee's return from leave. All paid leave must be taken in accordance with the City's leave policies and any collective bargaining agreement covering the employee. Unpaid leave will be charged in one-hour increments.

An employee must be placed on FMLA leave as soon as there is information that the leave taken qualifies as FMLA. Leaves which may be covered by other laws (such as Worker's Compensation) or by collective bargaining agreements (particularly accrued sick leave), are also designated as FMLA leave.

D. Notification:

Employee Notice and Responsibilities:

An eligible employee requesting FMLA leave must provide to his/her Department Head:

- 30 days advance notice of the need to take FMLA leave when the need is foreseeable. If the need is not known 30 days in advance, the notice must be given as soon as practicable, either the same or the next work day after the employee knows of the need for leave, and in compliance with any contractual or departmental rules for calling-in sick.
- Sufficient information and documentation that the employee needs leave for an FMLA qualifying reason.

An eligible employee requesting FMLA leave must provide to the Personnel Department:

- If the leave is for a serious health condition of the employee or a family member, within 15 calendar days from the date of the request for leave or designation by the City of FMLA leave, a Certification of Health Care Provider.
- If the leave is a qualifying exigency for military family leave, a Certification of Qualifying Exigency.
- If the leave is to care for an ill or injured service member, a Certification for Serious Injury or Illness of a Covered Service.

Copies of all necessary forms are available from the Personnel Department.

If, at the time of an employee's absence, the City was not aware that the absence was for an FMLA qualifying reason, notice and documentation that the leave was taken for an FMLA qualifying reason must be provided within 2 business days of the employee's return to work.

The employee need not mention FMLA when requesting leave to meet the notification requirement, but need only explain why leave is needed. In this circumstance, the City will notify the employee that the leave may qualify as FMLA leave and will provide the employee with any required forms.

E. Employer Notice and Responsibilities:

The Personnel Department will post notices of employees' rights and responsibilities under the FMLA, and will provide copies of this policy to all employees.

Department Heads will take the following steps to provide information to the Personnel Department and employees concerning FMLA leave:

- Whenever a supervisor becomes aware that an employee is requesting leave or is out of work for three (3) or more consecutive working days due to a serious health condition, the supervisor will report this to the department head, who will consult with the Personnel Department to determine if the employee's absence should be designated as FMLA leave;
- Upon request by the employee or upon determination by the City that an employee's absence qualifies for FMLA leave, the employee or department head shall submit an application for FMLA Leave to the Personnel Department. The Personnel Department will provide the employee and department head with a written notice within five (5) business days designating the leave as FMLA leave and detailing expectations and obligations of an employee on such a leave.

F. Health Benefits:

While the employee is on paid or unpaid FMLA leave, the employee's health benefits will continue during the leave period at the same level and under the same conditions as if the employee had continued to work. Pursuant to applicable collective bargaining agreements and City policy, employees pay a portion of the health insurance premium. While an employee is on paid FMLA leave, the City will continue to make payroll deductions for the employee's share of the premium. While on unpaid FMLA leave, the employee must continue to make premium cost share payments, either in person or by mail. The

payment must be received in the Personnel Department by the 15<sup>th</sup> day of each month for the following month's coverage. If the payment is more than 30 days late, the employee's health insurance coverage may be dropped for the duration of the leave. The City will provide 15 days' notice prior to stopping the employee's coverage.

G. Reinstatement Following Leave:

Upon completion of the FMLA leave, the employee is required to complete and submit the "Employee Return from FMLA Leave Form". If the FMLA leave was due to a personal health condition, a fitness-for-duty certificate completed and signed by the treating physician must accompany the "Return from FMLA Leave Form".

In most cases, while an employee is on FMLA leave, the employee's position will not be filled, except on a temporary basis, and the employee will be returned to the same position held prior to leave. If the employee's position must be filled during his/her absence, the employee will be returned to an equivalent job - that is, one which is essentially identical to the original job in terms of pay, benefits and working conditions.

ss. Richard Moccia

Mayor Richard Moccia

Date: 8/3/09

Exhibit D



## **THE CITY OF NORWALK SURVEILLANCE NOTICE**

Pursuant to the authority of Public Act 98-142, (codified at Conn. Gen. Stat. Sec. 31-48d) the City of Norwalk hereby gives notice to all its employees of the potential use of electronic monitoring in its workplace. While the City may not actually engage in the use of electronic monitoring, it reserves the right to do so when determined by the City.

“Electronic monitoring,” as defined by Public Act 98-142, means the collection of information on the City’s premises concerning employees’ activities or communications, by any means other than direct observation of the employees. Electronic monitoring includes the use of a computer, telephone, cell phone wire, radio, camera, electromagnetic, photo electronic or photo-optical systems. The law does not cover the collection of information (A) for security purposes in any common areas of the City premises which are open to the public, or (B) which is prohibited under other state or federal law.

The following specific types of electronic monitoring may be used by the City in its workplace. This list is not intended to identify all areas of surveillance and is intended to identify examples of the types of monitoring that may be used:

- Monitoring of e-mail and other components of the City’s technology systems for compliance with policies
- Video surveillance of employee parking areas for security purposes
- Telephone monitoring (customer service only) for quality control and performance assessment
- Monitoring of electromagnetic card access system for security purposes

The law also provides that, where electronic monitoring may produce evidence of misconduct, the City may use electronic monitoring without any prior notice when the City has reasonable grounds to believe employees are engaged in conduct that (i) violates the law, (ii) violates the legal rights of the City or other employees, or (iii) creates a hostile work environment.

Questions about electronic monitoring in the workplace should be directed to H. James Haselkamp, Jr., Director of Personnel, City of Norwalk (203)-854-7724.