

CITY OF DANBURY

To: Common Council - City of Danbury

A special meeting of the Common Council _____ of the City of Danbury will be held on the 10th day of October 1985 at 7:00 o'clock p.m., at the City Hall in said Danbury.

For the purpose of acting upon the following:

- 01 - REPORT, AGREEMENT & CERTIFICATION - Agreement between the City of Danbury and the Danbury Police Union Local 891 and Council 15, AFSCME - AFL-CIO.
- 02 - REPORT, AGREEMENT & CERTIFICATION - Agreement between the City of Danbury and the Danbury Police Union - Special Police Officers.
- 03 - REPORT, AGREEMENT & CERTIFICATION - Agreement between the City of Danbury and the Teamsters Union Local #677 - Highway, Airport & Park & Recreation Departments.
- 04 - REPORT, AGREEMENT & CERTIFICATION - Agreement between the City of Danbury and the Public Building Maintenance Department.
- 05 - REPORT AND AGREEMENT - Amendments to the Danbury Municipal Employees Association Agreement.
- 06 - REPORT & CERTIFICATION - Request from Commission on Aging for funds for Title V Senior Aide.
- 07 - COMMUNICATION - The Danbury Commission on Aging requests approval of the Common Council for the acceptance of a Social Service Block Grant Award for Alzheimer Clients not to exceed the amount of \$20,000.

Dated at Danbury, this 7th day of October, 1985.

[Signature] Mayor
[Signature] Clerk

To the sheriff or any policeman of the City of Danbury:

You are hereby required to notify the above named member _____ of the Common Council of the City of Danbury of the special meeting of said board by leaving with or at the usual place of abode or place of business of such member not less than 24 hours before the hour specified for said meeting, a notice in form annexed and to make due return thereof at the time of said meeting.

[Signature] Mayor

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Mayor



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

October 10, 1985

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Agreement between the City of Danbury and Danbury Police Union.

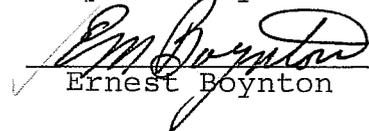
The committee met at 7:30 P.M. in room 432 at City Hall on Oct. 7, 1985. Members of the committee: E. Boynton, L. Charles and T. Skoff. Also present were, E. Merullo, Director of Personnel; J. Edwards, Director of Finance, Anthony Azzarito, B. Gallo, D. Sollose and D. Setaro, Comptroller.

Mr. Merullo explained the negotiation process which enter into the make-up of the negotiation team, Department Manager input, outside resources of information, such as CCD as well as the Mayors instructions to his negotiation team.

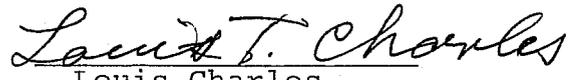
Discussion regarding the agreement between the City and the Police Union took place and the effect it would have on this year's budget.

A motion was made by Councilman Charles and seconded by Councilwoman Skoff to recommend to the Common Council as a whole the adoption of the agreement. Motion passed.

Respectfully submitted

 Chairman
Ernest Boynton

Thora Skoff


Louis Charles

**CITY OF DANBURY**

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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Thora Skoff

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155 DEER HILL AVENUE
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JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

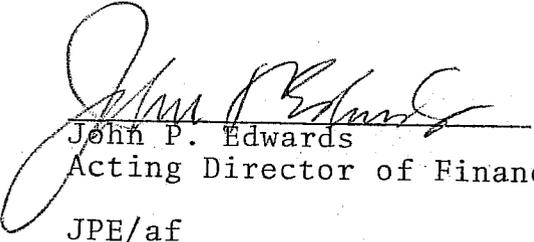
September 23, 1985

TO: Common Council via Certification #7
Mayor James E. Dyer

FROM: John P. Edwards

The cost of implementing the new collective bargaining working agreement with the Danbury Police Union Local 891 and Council 15 AFSCME for FY 85-86 is \$225,000.00. We hereby certify that such monies exist in the Contingency Account.

Previous balance of Contingency Account	\$870,325.00
Less this request	225,000.00
	<u>\$645,325.00</u>


John P. Edwards
Acting Director of Finance

JPE/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo
Director of Personnel

JAMES E. DYER, MAYOR

PERSONNEL DEPARTMENT
(203) 797-4598

TO: Honorable Mayor James E. Dyer
Honorable Members of the Common Council

FROM: Manny Merullo, Director of Personnel *EMM*

DATE: August 29, 1985

Attached is a "Memorandum of Agreement" between the City of Danbury and the Danbury Police Union, Local 891 and Council 15 AFSCME, AFL-CIO for FY '85-'86.

The agreement is for a 6% wage increase plus increases in uniform and equipment allowances, longevity pay, insurance coverage and a specialty stipend.

I, herein, request the approval of the agreement and a transfer of \$225,000 to the Police Department budget to fund these changes.

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF DANBURY AND POLICE UNION NEGOTIATING TEAM

Section 5.2.1 Work Assignments - Special Services

Amend first sentence to read:

"Except as otherwise provided in Section 5.2.3 such assignments shall be made equally available to all employees in accordance with and allocated by means of a rotating card file system.

Section 7.1 Vacations

Delete "F" Choice of time for vacations shall be taken in order of rank and seniority except that periods of one week or more shall take precedence over vacation periods of less than one calendar week.

Reletter the succeeding subsections to "F, G, H and I."

Section 8.4 Leave Provisions

Amend the second sentence to read:

For the purpose of this section immediate family shall be deemed to include mother, father, sisters, brothers, husband, wife, child, grandfather and grandmother, mother-in-law and father-in-law, step-father and step-mother, step-son and step-daughter.

Section 8.4.2 (New)

Each member of the unit shall be entitled to take one (1) day of leave with pay to attend to personal or legal business, household or family matters. Except in cases of emergency, notice must be given to the Chief of Police, or his designee, not less than eight hours in advance.

Section 8.5 Special Leave

Amend to read:

"When on such leave without pay the following conditions shall prevail:

- a. no pension credits shall accrue,
- b. no sick days will be earned

- c. no vacation time will be earned which will result in a reduction of the normal vacation days on a pro-rata basis.
- d. seniority will be preserved
- e. premium payments for medical insurance must be made by the employee
- f. the officer will not be eligible nor can she/he accept Special Services or Extra Police Work assignments.

ARTICLE IX - Grievance Procedure

Amend by inserting after all references to the Mayor the words: "or his designee" and after all references to the President of the Union, the words "or his designee."

Section 10.3 Union Activities

Amend to read:

Police Union officers and delegates shall be given time off to attend local union meetings, state union meetings and conventions without loss of pay provided that at no time shall more than three employees of the department be granted this privilege while attending the same meeting or convention.

Section 10.4 Union Activities

Amend to read:

Four (4) members of the Union negotiating committee shall be granted leave from duty with full pay for the purpose of attending all meetings with the City to negotiate the terms of the Collective Bargaining Agreement, when such meetings take place at a time when such members are regularly scheduled to be on duty.

Section 12.9.3 Overtime

Delete as unnecessary.

Section 13.1 Uniform Allowance

Amend to read:

All employees of the regular Police Department shall be given a clothing allowance, payable to each employee the second payday in July. Provided, however, that a new member of the department shall receive the clothing allowance provided herein at the time of said

employee's appointment, whenever appointed during the fiscal year, and shall thereafter receive the clothing allowance on the beginning of each ensuing fiscal year, except that no employee shall receive two such payments within the same six month period. Effective July 1, 1985, the clothing allowance shall be \$600.

Section 13.1.1 Equipment Allowance

All employees of the regular Police Department shall be given an equipment allowance of \$100 per annum, payable to each employee the second payday in July.

This change is effective July 1, 1985.

Section 16.1 Wages

Amend by changing dates to "July 1, 1985" and "June 30, 1986."

Amend salary table to read:

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 *
Det. Capt.	\$32,503	\$33,747	\$35,098			
Captain	31,375	32,607	33,909			
Det. Lieut.	30,179	31,315	32,254			
Lieutenant	29,077	30,198	31,104			
Det. Sgt.	27,865	28,910	29,344			
Sergeant	26,961	27,997	28,415			
Det. Pol. Off.	21,728	22,774	23,824	\$24,550	\$25,921	\$26,310
Police Off.	18,234	20,097	22,961	23,993	25,034	25,410

* Police Officers and Detective Police Officers will attain Step 6 after the completion of ten (10) years of service.

Section 16.2 Longevity

Amend to read:

Employees regularly scheduled to work a minimum of forty (40) hours per week, shall in addition to their regular pay or any pay increases that may be provided, receive an additional longevity payment in recognition of their length of service on the following:

Ten (10) years of service, but less than fifteen (15) years - \$100.00.

Fifteen (15) years of service, but less than twenty (20) years - \$250.00.

Twenty (20) years of service on - \$350.00.

Longevity payments are made in a lump sum to an

employee based on the employee's anniversary date, payable on the first payday in October.

Section 16.3 Specialty Payment (New)

An annual payment of \$200 will be made to each member who retains certification as an EMT (Emergency Medical Training). Payment will be made the second payday in June to a member who retained certification for the previous twelve (12) month period.

Section 19.1.2 Major Medical and Surgical

Amend the first paragraph to read:

Major Medical and Surgical: Confederation Life Insurance Company, as contained in the proposal presented by John Hyatt Associates, Inc. of Danbury, Connecticut, providing coverage as follows:

Surgery: Reasonable and customary charges paid 100%. No deductible applied.

In-Hospital Doctor Visits: \$20 per visit by doctor while in-patient plus three (3) additional visits following discharge. No deductible applied.

X-Ray & Lab: \$100 per disability or twelve (12) consecutive months, whichever is longer. No deductible applied.

Maternity: Covered as any other disability as required by law.

Major Medical:

Annual Deductible: \$50 per individual
 \$100 per family maximum

Co-Insurance per calendar year: 80% of the 1st \$2,000 paid by Confederation Life. 100% of the balance paid by Confederation Life.

Maximum Benefit: \$1,000,000 per person per lifetime.

Dental Plan:

Annual Deductible: \$25 per individual
 \$75 per family
 Waived for preventive

Co-Insurance 100% preventive
 80% routine
 50% major

Maximum

\$1,000 per calendar year

NOTE: Orthodontics included.

Section 19.1.3 Life Insurance

Amend to read:

The City shall insure the life of each employee for an amount equal to each one thousand dollars (\$1,000) of the employee's salary.

Agreed to this _____ day of August, 1985.

FOR THE CITY

FOR THE UNION

James E. Dyer, Mayor

A. Yakacki, Pres. Police Union

Emanuel A. Merullo
Director of Personnel

Witness

Date

AGREEMENT

between

THE CITY OF DANBURY, CONNECTICUT

and

DANBURY POLICE UNION

Local 891 and Council 15, AFSCME

AFL-CIO

July 1, 1984 - June 30, 1985

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PREAMBLE

This Agreement entered into by the City of Danbury, Connecticut, hereinafter referred to as the City, and the Danbury Police Union, Local 891 and Council 15, AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working condition or conditions of employment.

ARTICLE I RECOGNITION

Section 1.1. The City recognizes the union as the sole and exclusive bargaining agent for all full time, permanent, investigatory and uniformed members of the Police Department with the authority to exercise police powers, for all employees commonly referred to as Dog Wardens, and Special Police Officers, exclusive of the Chief and Deputy Chief of Police.

Dog Wardens are employed under the terms and conditions of a separate agreement. Special Police Officers, who qualify as union members, are employed under the terms and conditions of an exclusive agreement.

ARTICLE II DUES CHECK OFF

Section 2.1. The City has agreed to deduct from the paycheck of each employee who has signed, or who hereafter may sign an authorized payroll deduction card a sum certified in writing by the secretary or other authorized official of the Union to be Union dues.

Section 2.1.1. These deductions will be made once a month on the same day of each month as specified by the City, with the agreement of the Union.

Section 2.1.2. The Union agrees to hold the City harmless from any action taken by an employee or group of employees as a result of the City's making or failing to make the dues deductions as specified in this Article.

ARTICLE III SENIORITY

Section 3.1. Department seniority as used in this Article is defined as the total length of continuous service in the employ of the City in the Police Department.

Section 3.2. Rank seniority as used in this Article is defined as the total length of service of an employee as a permanent appointee to a Rank.

Section 3.2.1. No employee shall acquire Rank Seniority in any Rank for any period that the employee serves in such Rank as a temporary or provisional appointee. During such period of temporary service, the employee shall continue to accrue Rank Seniority in the last Rank the employee served in as a permanent appointee.

Section 3.3. All newly appointed police officer(s) to the regular Police Department shall serve a probationary period of one (1) year.

Section 3.3.1. Upon completion of the probationary period as a Police Officer, an employee's department and rank seniority shall date from the original date of employment as a Police Officer.

Section 3.3.2. If more than one employee commences his or her employment with the Department on the same day, the seniority of each such employee shall be determined in accordance with the order of said employee's respective placing on the civil service examination.

Section 3.3.3. During the probationary period, the newly hired probationary employee shall be entitled to representation by the Union but actions taken with respect to discipline and discharge or other termination shall be in the sole discretion of the City and shall not be subject to the grievance and arbitration procedure.

Section 3.4. An employee shall lose all seniority if:

Section 3.4.1. Said employee voluntarily terminates his employment with the Department.

Section 3.4.2. Said employee is discharged for just cause.

Section 3.4.3. Said employee fails to return to work upon expiration of a leave of absence, without a reasonable excuse in the opinion of the Chief of Police or the Mayor.

Section 3.5. Both Department and Rank Seniority shall accrue during any periods of authorized leave, whether paid or not.

Section 3.5.1. In the case of layoff or furlough, any such layoff or furlough shall be made in reverse order of Department Seniority.

ARTICLE IV HOURS OF WORK

Section 4.1. The standard work week will be forty hours.

Section 4.2. When permanent shift assignments are made, they shall be made in order of rank seniority.

Section 4.3. An employee shall be required to work on his regularly scheduled day off only in case of emergency. The Chief shall report to the Mayor in writing the basis on which such emergency was declared.

Section 4.4. The present practice of one employee working for another shall be permitted provided:

Section 4.4.1. Such substitution does not impose additional cost on the Department.

Section 4.4.2. Such substitution is within rank only.

Section 4.4.3. The scheduling officer is notified in writing on forms provided by the City not less than four (4) hours prior to its becoming effective.

Section 4.4.4. Neither the Department nor the City is held responsible for enforcing any agreements made between employees.

Section 4.5. The work schedule for all members of the Department shall be as follows:

Section 4.5.1. Three (3) eight hour tours of duty:

0001-0800 hrs.

0800-1600 hrs.

1600-2400 hrs.

Section 4.5.2. Members shall rotate tours of duty on a twenty-eight (28) day basis.

Section 4.5.3. The working schedule shall consist of five (5) eight (8) hour days on, two (2) days off; five (5) eight (8) hour days on, three (3) days off, on a continuous basis.

Section 4.5.4. All personnel required to work a schedule other than that outlined in subsections 4.5.1, 4.5.2 or 4.5.3 shall be compensated with nineteen (19) extra check leave days during the fiscal year, in order to equate their time off to that of members working the standard work schedule. During the month of December, extra check leave days will be limited to one per week for each eligible employee. Additionally the taking of more than three extra check leave days, either five calendar days before or five calendar days after a scheduled vacation of five or more vacation days is prohibited. Extra check leave days shall accrue at a rate of one and one half (1 1/2) days per month, with the exception of July, when two and one half (2 1/2) extra check leave days shall accrue. In no event may check leave days be taken before they accrue. With the exception noted below, extra check leave days must be taken during the fiscal year in which they accrue. During the period from January 1, 1984 to June 30,

1985, twenty-eight (28) extra check leave days shall accrue. Any days accrued during that period must be taken prior to June 30, 1985.

Section 4.5.5. In case of emergency, the Chief of Police shall have the authority to alter the work schedule to provide for said emergency.

Section 4.5.6. The work schedule shall be called the Danbury Police Squad Schedule, and shall consist of three (3) squads (A, B and C) for the purpose of days off. Once assigned to a squad, officers shall not change without the express written consent of the Chief of Police.

ARTICLE V WORK ASSIGNMENT - SPECIAL SERVICES

Section 5.1. The terms "Special Services" or "Extra Police Work" for the purposes of this Article shall mean police duty for which an employee is paid indirectly by a party other than the City.

Section 5.2. All Special Service or Extra Police Work assignments shall be made by the Chief of Police, or his designated representative.

Section 5.2.1. Except as otherwise provided in Section 5.2.3 such assignments shall be in accordance with and allocated by means of a rotating card file system. Said system shall consist of cards, each bearing the name of an employee who has indicated his or her desire for and willingness to accept such work. As such assignments become available, they shall be allocated on a rotation basis. The cards of employees accepting assignments, and the cards of employees who reject such assignments shall be placed at the rear of the file. Any Union officer shall have access to such records at all times.

Section 5.2.2. New employees who indicate their desire to accept such work assignments shall have their cards placed at the rear of the file. It is the intent of this and the preceding section of this Article that all such work assignments shall be on an equitable basis, so that all employees, regardless of rank, shall have an equal opportunity to perform such work if they have indicated a desire to accept such assignments.

Section 5.2.3. In the event that an employee is unable to work his or her regularly scheduled shift due to illness, said employee shall not be eligible for work assignments under this Article for a period of twenty-four (24) hours from the start of said employee's regularly scheduled shift from which the employee was absent due to illness.

Section 5.3. Effective July 1, 1984, employees working on extra duty assignments shall be paid an hourly rate of \$1 (one dollar) above the top grade straight time hourly rate of a Police

Officer, rounded to the nearest twenty-five cents (25 cents) with a minimum payment of four (4) hours, and a minimum of eight (8) hours if over four (4) hours, and time and one half (1 1/2) the hourly rate after eight (8) hours in any one (1) day and on weekends (Saturday and Sunday); however, the rate shall be double time on holidays. The City's per hour surcharge shall be one dollar (\$1.00).

Section 5.4. Whenever four (4) or more employees are assigned to the same Special Services or Extra Duty job, to work the same hours, a supervisor shall also be assigned whose function shall only be supervision. The rate of pay for any such supervisor shall be the same as the rate established under Section 5.3 above.

Section 5.5. All employees shall be reminded or notified, every six (6) months that Extra Duty Work may be available in the future, and any employee who so desires may, having indicated his/her prior willingness to accept such extra duty, nevertheless change his/her mind and have his/her name added to the card list, at the rear thereof, as henceforth available for such assignment.

Section 5.6. Only Union members shall be assigned to jobs where the employer so requests or where the project being serviced is a union job.

ARTICLE VI
HOLIDAYS

Section 6.1. The following holidays shall be paid under the following conditions, whether actually worked or otherwise:

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

Section 6.1.1. Any time off with pay that may be allowed other employees of the City of Danbury as a result of unanticipated national day of mourning or national holiday shall be provided in equal measure for the members covered by this contract.

Section 6.1.2. A holiday falling within an employee's paid sick leave or vacation period or on his regular day off shall be paid for as provided in this Article.

Section 6.2. Holiday pay for which an employee is eligible shall be accumulated and paid in a single payment on the first payday in November.

Section 6.3. Each employee shall receive holiday pay for twelve (12) legal holidays to be paid during the month of November of

each year, as herein above provided. Holiday pay shall be for the fiscal year, beginning July 1st and ending the following June 30th. If an employee shall leave the Police Department after holiday pay has been paid, but not earned, said employee shall refund or have deducted from his final pay, a sum equivalent to the holiday pay so unearned.

ARTICLE VII VACATIONS

Section 7.1. Employees shall be granted time off with pay for vacations according to the following schedule:

A. Each member or employee of the Police Department who has completed six (6) months of service shall receive one (1) week's vacation with pay.

B. Each member or employee of the Police Department who has completed one (1) year of service shall receive two (2) weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.

C. Each member or employee of the Police Department who has completed five (5) years of service shall receive three (3) weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.

D. Each member or employee of the Police Department who has completed eleven (11) years of service shall receive four (4) weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.

E. Each member or employee of the Police Department who has completed seventeen (17) years of service shall receive five (5) weeks vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.

F. Choice of time for vacations shall be taken in order of rank and seniority except that periods of one week or more shall take precedence over vacation periods of less than one calendar week.

G. In order for Rank and Seniority to obtain their choice, their requests shall be submitted in writing before March 1st of each year.

H. a. Employees eligible for fifteen (15) or fewer days of vacation shall be permitted to schedule no more than five (5) of their allotted days to be taken as single

days provided a request is submitted at least eight (8) hours prior to the start of the scheduled work shift.

b. Employees eligible for more than fifteen (15) days of vacation shall be permitted to schedule no more than ten (10) of their allotted days to be taken as single days provided a request is submitted at least eight (8) hours prior to the start of the scheduled work shift.

I. No changes in vacation dates shall be made except by mutual consent of the members affected by such change and subject to the approval of the Chief of Police.

J. An employee who may be off duty on injury leave at the time of his annual vacation shall be entitled to have his or her vacation rescheduled if he or she so desires. At the request of such employee, the Chief shall reschedule the vacation period. The employee may indicate a desirable period, and if it does not conflict with the vacation choices of other members of the Department and does not create a personnel problem, said employee shall be granted such choice.

Section 7.2. An employee, at his or her option, may defer to, and accumulate, in the following year, up to one (1) week's vacation. Any vacation time so deferred shall be taken in time only, and not in cash. Further vacation deferrals and/or accumulations may occur only with the approval of the Chief, or his designated representative.

Section 7.3. The number of personnel on vacation per shift shall be governed in all instances by the following:

Section 7.3.1. Three Police Officers, one Sergeant and one Lieutenant or Captain per shift will be allowed off duty on vacation at the same time for fifty-two (52) weeks per calendar year.

Section 7.4. All members of the bargaining unit shall be permitted to start their vacation on a day of their choosing, provided that such day does not conflict with the provisions of Section 7.3.1.

ARTICLE VIII LEAVE PROVISIONS

Section 8.1. Sick leave as used in this Article shall be defined as absence from work without loss of pay by reason of a non-service connected illness or injury, or for medical, dental or ocular treatment which cannot be scheduled for non-working hours.

Section 8.2. Sick Leave. This section shall be effective May 1, 1983. Prior to May 1, 1983, members of the Department shall be allowed unlimited sick leave.

Section 8.2.1. As of the effective date of this Section, each employee shall be credited with 1.25 sick leave days per month of previous continuous employment in the Police Department. The days credited shall be established in an individual non-redeemable bank of sick leave days to be used by the employee for non-service connected illness or injury.

Section 8.2.2. After the effective date of this Section, employees shall earn sick leave days at a rate of 1.5 days per month. At the end of each fiscal year, the first ending June 30, 1983, each employee may elect to redeem the unused sick leave days earned within that fiscal year at the rate of one half (1/2) days pay per day redeemed. Requests for pay shall be made no later than the end of the third month following the fiscal year end. Unused sick leave days which are not redeemed shall be added to the employee's non-redeemable sick leave bank. Employees effected by this section will have sick leave days charged to the anticipated eighteen (18) days to be earned during the fiscal year. If the employee exceeds eighteen (18) sick leave days, the excess days will be drawn from the employee's sick leave bank.

This understanding is to accommodate employees who may be on sick leave for more days than they have earned to date during fiscal year. Example: Officer John Jones is out sick the first five (5) working days in September. According to contract, he has earned only three (3) days this fiscal year, one and one-half (1 1/2) for each month of July and August. Despite these conditions, the City will continue to pay sick leave and eventually draw them from the eighteen (18) days Officer Jones will have accumulated during the year.

At the end of the fiscal year, or when an employee is terminated, the difference between the sick days earned during the current fiscal year and the number of used sick days will be calculated. If more than eighteen (18) sick days were used, the excess of eighteen (18) will be taken from the employee's bank. If less than eighteen (18) days were used, the difference between eighteen (18) and the number of used sick days will be added to the employee's non-redeemable sick leave bank, or redeemed in compliance with the terms of the contract.

Section 8.2.3. Newly hired employees shall begin work with a non-redeemable sick leave bank of eighteen (18) days and shall not earn additional sick leave days until their thirteenth month of employment.

Section 8.2.4. Employees who are on leave of absence as provided in Sections 8.5 and 8.7 shall not earn sick leave days while on such leave.

Section 8.2.5. The Chief of Police or his designated representative shall check any employee who has reported sick.

Section 8.3. An employee absent on sick leave for more than five

(5) working days or any member who is regularly and habitually absent for sickness shall be required to submit a doctor's statement containing as minimum information a diagnosis of the employee's illness and current physical condition, and a prognosis as to the employee's future susceptibility to disability. In addition, said employee may be required to submit to a physical examination at the City's expense by one of a panel of three doctors chosen by the City.

Section 8.4. A maximum of three (3) days off with pay shall be allowed to an employee in the event of death in the immediate family of a member of the Department. For the purpose of this section, immediate family shall be deemed to include mother, father, sisters, brothers, husband, wife, child, grandfather and grandmother, mother-in-law and father-in-law. For other relatives, one day off with pay shall be allowed to a member who is scheduled for duty on the day of the funeral, regardless of the shift the employee may be scheduled to work.

Section 8.4.1. One (1) additional day off with pay may be granted at the discretion of the Chief of Police.

Section 8.5. Leaves of absence in excess of the number of days allowed in any calendar year shall be granted by the Chief of Police subject to approval of the Mayor.

Section 8.6. Any employee disabled in the line of duty (including hypertension) to the extent that a doctor selected by the City certifies that said employee is disabled shall receive full pay for the duration of the disability or until said employee is eligible for retirement or until said employee is eligible to make application for a disability retirement, whichever occurs first, provided, however, that in no instance shall the said employee's pay and Worker's Compensation benefits for lost time exceed said employee's normal pay.

Section 8.6.1. Other expenses incidental to such injury including, but not limited to medical and hospital expenses, shall be paid by the City as provided by the Worker's Compensation Act of the State of Connecticut.

Section 8.6.2. This provision shall cover any present member of the Police Force even though the condition which makes said employee unable to work resulted from an injury in line of duty prior to the date of this Agreement.

Section 8.7. Any permanent employee who leaves the service of the Police Department to join the Military Forces of the United States during time of war or other national emergency, or who is inducted into the service by Selective Service, shall be placed on military leave of absence without pay.

Section 8.7.1 Such leave shall extend for the period of such service with the military forces and ninety (90) days after the discharge from such service.

Section 8.7.2. Any employee on military leave who applies for re-employment within ninety (90) days from the date of his/her discharge, provided that such discharge is other than dishonorable, shall be entitled to the position the employee held at the time the employee's leave was granted, provided that said employee is capable of meeting the minimum qualifications of the job.

Section 8.7.3. Employees returning to Police Department employment from military leave shall be granted all re-employment rights provided under the Selective Service Act or similar state and/or federal legislation.

Section 8.7.4. Any vacancies resulting from employees entering the Armed Forces shall be filled only on a durational basis.

Section 8.7.5. Time so spent on military leave of absence shall be considered as continuous employment with the City.

Section 8.8. Military leave shall be granted, not to exceed two (2) weeks, to permanent employees when required to serve on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between the employee's regular police pay and military pay. Copies of orders to active duty shall be supplied to the department head. Leave provided for in this section shall not be charged to annual leave.

Section 8.9. All accumulated time leave, as indicated by properly certified departmental records, shall be compensated for by cash payment. Such payments shall be paid to any individual employee entitled thereto within sixty (60) days after July 1st of each fiscal year.

Section 8.9.1. Members shall not be permitted to carry over more than twenty-four (24) hours of time leave beyond any fiscal year. Any time leave in excess of twenty-four (24) hours at the end of any fiscal year will be paid in accordance with the provisions of Section 8.9.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.1. This procedure is established to ensure an equitable resolution of all problems that arise as a result of the employer-employee relationship within the Police Department.

A. Purpose: The purpose of the grievance procedure is to provide a means and method of settling employee grievances on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale within the Department.

B. Definitions: A grievance for the purposes of this

procedure shall be deemed to be employee or Union complaint related to or concerned with:

1. Discharge, suspension or other disciplinary action;
2. Charges of discrimination or favoritism;
3. Interpretation and application of rules, regulations and policies of the Police Department;
4. Matters relating to the interpretation and application of the terms and conditions of this agreement.

C. Time Extension: Time extensions beyond those set forth in this article may be agreed upon by mutual consent of the parties hereto.

D. Procedure:

1. Any employee who deems himself/herself to be aggrieved may avail himself/herself of the grievance procedure with or without the assistance of the Union.
2. Should an employee process a grievance through any of the steps hereinafter provided without seeking Union aid or assistance, the Union may, at its discretion, process the grievance anew from the first step, or from any of the next succeeding steps following that which the employee has utilized.
3. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this agreement.

STEP ONE: Any department employee may, with or without the Union or other representation, discuss his or her grievance with an officer designated by the Chief of Police within 14 days of the date of the occurrence giving rise to the grievance.

STEP TWO: If the Chief's designee and the employee are unable to resolve the grievance, the same shall be presented in writing, signed by the employee or the employee's representative, to the Chief of Police who shall use his best efforts to settle the grievance. The decision of the Chief of Police shall be delivered in writing to the employee (and to the employee's representative, if the employee is so represented) within 3 working days after the presentation of the grievance.

STEP THREE: If the employee and the employee's representative, if represented, are dissatisfied with the decision rendered by the Chief of Police, or in the event there is none such, said employee or the employee's representative shall submit the grievance in writing to the Mayor. The Mayor shall, within ten (10) days of the receipt of the grievance, submit his decision in

writing to the employee and the employee's representative.

STEP FOUR: If the grievance shall not have been disposed of to the satisfaction of the aggrieved employee and the employee's representative, or if the Mayor shall fail to render his decision within ten (10) days after the receipt of the grievance, the employee and the employee's representative shall have the right to submit the grievance for final solution to the Connecticut State Board of Mediation and Arbitration within twenty (20) days after the date of such decision by the Mayor or within thirty (30) days after the receipt of the grievance by the Mayor. The decision of said Board shall be final and binding upon both parties.

E. Failure to Answer: If at any step in the procedure hereinbefore outlined, the Department or the City fails to give its decision in the prescribed time, the grievance will automatically proceed to the next step, unless the extension of time required is mutually agreed upon in writing.

F. Police Union as Complainant: The Police Union shall have the right to submit grievances in the name of the Union in the same manner as is provided herein for individual employees or the Union.

G. Representation: Employees and the Union shall have the right and choice of representation whenever representation is desired by either an individual employee or the Union.

H. Recording of Minutes or Testimony: Either party shall have the right to employ a public stenographer and/or use a mechanical recording device at any step in the procedure, with the knowledge of the other party.

ARTICLE X UNION ACTIVITIES

Section 10.1. The Union shall notify, in writing, the Mayor and the Common Council of the names of all Union officers.

Section 10.2. The Department shall furnish the Union with an up-to-date departmental seniority list for the bargaining unit, together with the classifications and rates of pay of each such employee on the list.

Section 10.3. Police Union officers and delegates shall be given time off to attend local union meetings, state union meetings and conventions without loss of pay provided that at no time shall more than two employees of the department be granted this privilege while attending the same meeting or convention.

Section 10.4. Three (3) members of the Union negotiating committee shall be granted leave from duty with full pay for the

purpose of attending all meetings with the City to negotiate the terms of the Collective Bargaining Agreement, when such meetings take place at a time when such members are regularly scheduled to be on duty.

Section 10.5. The Union grievance committee shall be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such meetings take place at a time when the members of such grievance committee are regularly scheduled to be on duty as follows:

Section 10.5.1. Step Two - Three members of the grievance committee shall be paid for all meetings with the Mayor.

Section 10.5.3. Step Four - The President of the Union and the aggrieved employee or employees shall be granted leave from duty with full pay.

ARTICLE XI COURT TIME

Section 11.1. Employees who may be required to attend any Court or meet with Court officials for any purpose during their off-duty hours, shall be paid by the City, in addition to any fees paid by the State, one-half of the employee's hourly rate of pay for each hour or portion thereof so spent.

Section 11.2. There will be a minimum of four (4) hours credit given for any appearance which involves four hours or less.

Section 11.2.1. When appearances involve more than four hours, the employee shall be credited with each hour or portion thereof rounded to the nearest hour or half hour.

Section 11.3. Employees who may be required to attend any Court or meet with Court officials for any purpose on their regular day off, or while off on vacation or other authorized leave, shall be paid by the City a sum of money which, when added to any fees paid by the State, shall total and be equal to a day's pay at one and one-half times the employee's hourly rate of pay.

Section 11.4. Time spent in Court by an employee shall be recorded each day that such appearances are made in Court on court time record slips provided by the department, which shall be so confirmed by the signature of a court official, and the employee and the Chief of Police shall each receive a copy thereof.

ARTICLE XII OVERTIME

Section 12.1. Compensation for all overtime duty shall be paid at the rate of time and one-half for all hours or any portion

thereof in excess of eight hours per day or forty hours per week.

Section 12.2. Employees required to work on their regular day(s) off, whether for a full eight hour or less, shall be paid not less than a full day's pay at the rate of time and one-half.

Section 12.2.1. For the purpose of this section, a regular day off shall be an entire twenty-four hour period commencing at 0001 hours during which time the employee is not scheduled for a regular tour of duty.

Section 12.2.2. This provision shall not apply to employees required to report for duty on the 1600 hr. to 2400 hr. shift who may be required to stay on duty beyond the time of 2400 hours and into their regular day off when such overtime is necessary for the completion of an investigation which originated prior to 2400 hours and was not anticipated by the Department.

Section 12.2.3. This provision shall not apply to duty assignments related to any state of emergency when such emergency is declared by the Mayor or the Chief of Police.

Section 12.2.4. No employee is eligible to work an overtime assignment if the time frame of said assignment is in conflict with a "Special Services Assignment" which the employee has accepted.

Section 12.3. Terminal Pay. Employees required to return to duty within three hours of the termination of their regular tour of duty shall be paid overtime at the rate of time and one-half commencing from the terminal hour of their regular tour of duty to the conclusion of such extra duty.

Section 12.3.1. Terminal hour shall mean the hour which marked the completion of the regular tour of duty.

Section 12.4. Employees who may be required to return to duty to perform overtime duties on a regular working day, and when such hours are not contiguous with the initial or terminal hour of the regular shift hours, and when such duty does not involve terminal pay as described in Section 12.3, shall be paid not less than four hours pay at the rate of time and one-half.

Section 12.4.1. For the purpose of this section, a regular working day shall be an entire twenty-four hour period commencing at 0001 hours during which time the employee is scheduled for a regular tour of duty.

Section 12.5. Overtime pay shall not be subject to minimum hours provisions when such overtime results from an extended tour of duty on any shift to properly complete an investigation or work assignment.

Section 12.6. Overtime shall be assigned to both regular and probationary employees on as equal a basis as possible.

Section 12.6.1. Overtime assignments shall be allocated by means of a card file system and a chart system. The card system shall consist of a file of cards bearing the name of the employee who has indicated his/her desire for and willingness to accept such work; the chart system will serve as a check and back up record featuring a fixed list of employees against which Extra Police Work Assignments accepted and rejected will be recorded. As assignments become available, they shall be offered on a rotation basis. The cards of employees accepting assignments and the cards of employees who reject such assignments without reasonable excuse will be placed at the rear of the file. Any union officer shall have access to such card file at all times.

Section 12.6.2. New employees of the Department who indicate their desire for such work shall have their cards placed at the rear of such card file.

Section 12.7. Records of time and one-half overtime hours and records of regular straight time overtime hours shall be kept separately and a copy shall be given to the Union secretary monthly.

Section 12.8. Employees who do not want to accept overtime assignments shall be excused, but when so excused notations thereof shall be made on the overtime records, indicating that such employees have been offered but have refused to accept duty, the number of hours that would have been available to the employee, and these hours shall be considered as hours worked by the employee in the records.

Section 12.9. In cases of absences by Captains, Lieutenants, Sergeants and Police Officers, vacancies shall be filled, whenever possible, by an employee of the same rank of the absentee. In the absence of both ranking officers on the same shift, the department shall, whenever possible, fill the vacancy created by the last officer to advise the department of his intended absence. This shall be accomplished by affording an officer of comparable rank to such absent officer the same right to refuse such an assignment. Notwithstanding the provisions of Section 12.9.1, if a Lieutenant refuses such an assignment, the department may offer such work to Captains.

Section 12.9.1. If an employee of the same rank is not available for duty for replacement, the replacement shall be taken from the next lowest rank whenever practical in assigning overtime work.

Section 12.9.2. Supervisors, when filling the vacancy of an officer of higher rank, are to receive the pay provided in the first step of the pay scale for the higher rank, and in keeping with the following proviso:

1. The supervisor shall receive the first step rate after said supervisor has filled the vacancy for at least seven days;

2. Each fiscal year the supervisor shall be required to qualify for the first step rate by accumulating the number of days provided for in "1" above.

Section 12.9.3. In the event that there is one officer above the rank of sergeant assigned as shift commander on any given shift, then the recall or upgrading provisions of this Section 12.9 shall be deemed to have been met.

Section 12.10. Whenever an overtime assignment results from the absence of a regular employee and it cannot be filled by an employee who is scheduled off-duty on that date, then employees regularly scheduled to duty on other shifts may be asked to work a double shift.

Section 12.11. Employees called in for work outside of their regular working hours shall be paid at the overtime rates specified in this agreement. Exception: On assignments requiring overnight stay (example: extradition of a prisoner) the determination of overtime hours during the execution of the assignment shall be mutually agreed upon by the Chief and the employee(s) involved.

ARTICLE XIII UNIFORMS AND CLOTHING

Section 13.1. All employees of the regular Police Department shall be given a clothing allowance, payable to each employee the second payday in July. Provided, however, that a new member of the department shall receive the clothing allowance provided herein at the time of said employee's appointment, whenever appointed during the fiscal year, and shall thereafter receive the clothing allowance on the beginning of each ensuing fiscal year, except that no employee shall receive two such payments within the same six month period. Effective July 1, 1984, the clothing allowance shall be \$550.00.

Section 13.1.1. All employees of the regular Police Department shall be given an equipment allowance of \$70.00 per annum, payable to each employee the second payday in July.

Section 13.2. The City shall reimburse any employee for loss or damage of clothing and/or personal property suffered in the performance of duty, including watches and eyeglasses. Such claim for loss or damage shall be supported with reasonable proof of the loss or damage and of the value of the loss and amount of the damage.

ARTICLE XIV PRESERVATION OF RIGHTS

Section 14.1. The City retains all rights it had prior to the

signing of this agreement except as such rights have been specifically relinquished or abridged in this agreement.

Section 14.2. The signing of this agreement shall not abridge any employee's rights or privileges to which said employee is entitled by ordinance, charter, board ruling, or historical practice, unless such right or privilege is specifically covered by one or more terms of this agreement.

ARTICLE XV
CITY'S RESPONSIBILITY OF CIVIL SUITS

Section 15.1. The City shall protect and save harmless any employee from financial loss and expenses arising out of any claim, demand, suit or judgment based upon injury to person or property, in which the act of causing such injury was not wanton, reckless or malicious, provided such employee was acting in the discharge of his/her duties or in the scope of his/her employment or under the direction of a superior officer.

Section 15.2. The City agrees to effectively assist any member in collecting any witness fee or fees due such member by reason of the employee's response to a subpoena issued by any attorney in connection with a civil or criminal court case and when the attorney issuing such subpoena fails, neglects or refuses to pay such member the witness fee or fees due said employee as provided by law.

ARTICLE XVI
WAGES

Section 16.1. The following salary schedule for the respective grades and ranks of the employees of the Police Department shall become retroactively effective beginning July 1, 1984 and shall end June 30, 1985:

RANK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Det. Capt.	\$30,663	\$31,837	\$33,111		
Captain	29,599	30,761	31,990		
Det. Lieut.	28,471	29,542	30,428		
Lieutenant	27,431	28,489	29,343		
Det. Sgt.	26,288	27,274	27,683		
Sergeant	25,435	26,412	26,807		
Det. Police Off.	20,498	21,485	22,475	23,160	24,454
Police Off.	17,202	18,959	21,661	22,635	23,617

Maintenance Supervisor to receive Lieutenant's rate of pay. Assistant Supervisor (1) Maintenance Police Officer to receive Sergeant's rate of pay. Clerk Supervisor, Police Officer to receive Sergeant's rate of pay. Police Officer assigned to maintenance or clerk work in a non-supervisory capacity to

receive Police Officer's rate of pay.

To ensure an increase in salary when appointed to a higher rank, the employee will receive as his/her Step I salary, the amount in the salary schedule of the new rank which is more than, but nearest to, the most recent salary he/she received in the former rank.

Section 16.2. Employees regularly scheduled to work a minimum of forty (40) hours per week, shall in addition to their regular pay or any pay increases that may be provided, receive an additional longevity payment in recognition of their length of service on the following:

Fifteen (15) years of service, but less than twenty (20) years - \$150.00

Twenty (20) years of service or more - \$200.00

Longevity payments are made in a lump sum to an employee based on the employee's anniversary date, payable on the first payday in October.

ARTICLE XVII VACANCY OF RANKS

Section 17.1. A request for an examination for advancement in rank to Sergeant, Lieutenant and Captain shall be made by the Mayor to the Civil Service Commission within twenty-one (21) days after the occurrence of any vacancy within those ranks of Sergeant, Lieutenant and Captain.

Section 17.2. Whenever a vacancy in the rank of Captain, Lieutenant or Sergeant occurs or a new rank or position is created such vacancy shall be filled within sixty (60) days of the establishment of a Civil Service certified eligibility list.

ARTICLE XVIII PENSION PLAN

Section 18.1. The City shall maintain the present Police Pension Plans for all police members of the pension plan as existed prior to the signing of a new pension plan which the Union and the City have agreed upon during negotiations for this agreement and shall be codified and signed after the signing of this agreement.

ARTICLE XIX HOSPITALIZATION AND INSURANCE

Section 19.1. The City shall provide without the cost to the

employees, for each employee and enrolled dependent, the following insurance:

Section 19.1.1. Hospitalization: Blue Cross of Connecticut hospital coverage for 100% of the charges for a semi-private room for the first 485 days with maternity and student dependent riders.

Section 19.1.2. Major Medical and Surgical: Confederation Life Insurance Company, as contained in the proposal presented by John Hyatt Associates, Inc. of Danbury, Connecticut, providing coverage as follows:

Surgery: Reasonable and customary charges paid 100%. No deductible applied.

In-Hospital Doctor Visits: \$20 per visit by doctor while in-patient plus three (3) additional visits following discharge. No deductible applied.

X-Ray & Lab: \$100 per disability or twelve (12) consecutive months, whichever is longer. No deductible applied.

Maternity: Covered as any other disability as required by law.

Major Medical:

Annual Deductible: \$50 per individual
\$100 per family maximum

Co-Insurance per calendar year: 80% of the 1st \$2,000 paid by Confederation Life. 100% of the balance paid by Confederation Life.

Maximum Benefit: \$1,000,000 per person per lifetime.

Dental Plan:

Annual Deductible: \$25 per individual
\$75 per family
Waived for preventive

Co-insurance 100% preventive
80% routine
50% major

Maximum \$1,000 per calendar year

NOTE: Orthodontics excluded.

The points herein discussed shall be governed by the specific wording as expressed in the Confederation Life Insurance Contract.

No reference to insurance carriers in this contract shall prevent the City from changing insurance carriers during the term of this contract if the named carrier is unable to provide the benefits outlined at competitive rates.

Any subsequent coverage shall provide the same level of benefits as the present contract of insurance which shall include the ease and availability of claim processing and payment.

Section 19.1.3. Ten Thousand Dollars (\$10,000) life insurance, on the life of the employee only.

Section 19.2. The provisions of Sections 19.1.1 and 19.1.2 of the agreement between the parties dated July 1, 1978 through June 30, 1981 shall be continued for all members retiring after July 1, 1973 and before the signing of this agreement on a fifty-fifty cost-sharing basis.

Section 19.2.1. The City shall pay the cost of Blue Cross, and Major Medical coverage as defined in Article XIX of this Agreement for any employee and his enrolled dependents who retires after the signing of this Agreement in accordance with the provisions of Section 229 or Section 14-54 of the Police Pension Funds. In addition, the City shall pay 100% of the cost of the above-mentioned insurance in effect at the time of retirement for any employee and his enrolled dependents who is required to retire as the result of a job incurred injury. These benefits are provided by the City in consideration for the elimination of CMS 96 coverage.

ARTICLE XX
UNION SECURITY

Section 20.1. All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement, and all future members of the Police Department shall, as a condition of employment, remain or become and remain members in good standing. For the purpose of this Agreement, the terms "members in good standing" shall mean those members who have paid dues.

ARTICLE XXI
EDUCATION INCENTIVE PAY FOR DEGREE
IN POLICE SCIENCE AND ADMINISTRATION

Section 21.1. Any employee who acquires the required number of credits as provided for in the following schedule, shall receive annually, and in addition to any other remuneration, the sums of money hereinafter set forth:

15 credits.....	\$100.00
30 credits.....	\$200.00
45 credits.....	\$300.00

ARTICLE XXII
CAR PATROL MINIMUMS

Section 22.1. It is agreed that there shall not be less than the following number of routine patrol sector cars on the various shifts and in keeping with the following schedule:

0800 hours to 1600 hours...7 cars
1600 hours to 2400 hours...9 cars
0001 hours to 0800 hours...7 cars

Section 22.2. It is further agreed that when there is a need to use off-duty Police Officers to maintain these minimums, such work opportunities shall be offered first to regulars.

ARTICLE XXIII
GENERAL PROVISIONS

Section 23.1. If the City grants increases in fringe benefits to other departments, the Union may re-open this contract to negotiate for like benefits.

Section 23.2. All members of the Danbury Police Department shall be furnished with an identification card and leather case for carrying of the identification card and the officer's badge. The identification card shall clearly display the officer's photograph and such other information necessary to clearly identify the bearer as a member of the Danbury Police Department. Said identification card and badge case shall be the property of the City.

Section 23.3. All members of the Police Department shall be furnished a copy of the rules and regulations of the department. Said copy shall be the property of the City.

Section 23.4. All employees shall have the right to review their personal files upon reasonable request to the Chief of Police. The Chief of Police shall have the right to refuse such request if he can prove abuse of said privilege.

Section 23.5. The City shall provide a work schedule, published yearly, in order that employees may know their check leave days for the published period. Such schedule shall be published annually in the month of October.

Section 23.6. The City shall permit the use of all bulletin boards located within the Police Department building by the union for the posting of notices concerning union business. This shall not include the front lobby of the Police Department Building.

Section 23.7. All members of the Department shall, while on

motor patrol duty, be permitted to wear a waist coat commonly known as a "leather car coat" or "leather car jacket." Said waist coat shall be the property of and shall be paid for by the individual employee.

Section 23.8. All employees shall undergo thirteen (13) hours of training during the fiscal year beginning July 1, 1984, and ending June 30, 1985. Training sessions shall be scheduled monthly, immediately preceding or immediately following a shift. Such training shall be mandatory and shall not entitle employees to additional compensation or to compensatory time off. Notice of such training sessions shall be posted at least two weeks prior to the date when they are to be held.

ARTICLE XXIV HEALTH AND SAFETY

Section 24.1. To insure the health and safety of the members of the bargaining unit, each patrol vehicle shall be equipped with at least the following equipment:

Oxygen tank in operable condition and all necessary accessories;

Complete first aid kit;

Fire extinguisher plus refill;

Blanket;

Six (6) road flares;

Safety screens.

Section 24.1.1. All of the patrol vehicles shall be equipped with electronic sirens, public address system.

Section 24.2. No employee shall be required to operate any vehicle not so equipped, nor shall said employee be required to operate any vehicle which by the nature of its mechanical condition, or failure of equipment, is in violation of the laws of the State of Connecticut.

ARTICLE XXV DISCIPLINARY ACTIONS AND DISCHARGE

Section 25.1. No employee shall be suspended, discharged, reduced in rank or grade, or be subject to any other disciplinary action, except for just cause.

Section 25.2. A preliminary hearing may be held by the Chief of Police if, in his determination, the offense involved would warrant a suspension of five or fewer days. In the event a

hearing is held by the Chief of Police, no further hearing will be scheduled in accordance with Section 25.3. If the employee is not satisfied with the decision of the Chief of Police, said employee may process a grievance under the provisions of Article IX, Grievance Procedure. The parties shall have the option of a representative of their choice in a hearing conducted by the Chief of Police and such hearing shall be closed to the public and press unless it is mutually agreed otherwise.

Section 25.3. Disciplinary hearings other than those conducted by the Chief of Police shall be conducted by the Mayor. All witnesses shall be sworn. Any member of the Department involved in any disciplinary action or proceeding shall at all times have the right and choice of representation. The City or the Union shall have the right to use a public stenographer to record the minutes of such hearings, or to employ mechanical recording devices for such purpose. All hearings shall be closed to the public and press unless it is mutually agreed by both the City and the Union that the hearing will be open.

Section 25.4. An employee facing departmental charges of any nature shall be provided with a complete written copy of such charges not later than five (5) days prior to any hearing thereon.

Section 25.5. In the event of the suspensions of any member of the Department without pay, a hearing in accordance with the procedures set forth in this Article shall be held within ten (10) days of such suspension.

Section 25.6. Any employee who may be found guilty of any charges and subjected to punitive measures and/or discharge, shall have the right, as provided in Article IX, to appeal such decision to the Connecticut State Board of Mediation and Arbitration.

Section 25.7. Employees against whom departmental charges have been brought, and the City, shall have the right to have the hearing thereon rescheduled upon the showing of just cause, for a period not to exceed fifteen (15) days.

ARTICLE XXVI UNSPECIFIED BENEFITS

Section 26.1. The City of Danbury agrees further to continue in force all those benefits and privileges previously granted to and enjoyed by the members of the Danbury Police Department, but which have not been mentioned specifically herein.

ARTICLE XXVII RETROACTIVE PAY

Section 27.1. All payments of additional wages due under this

Agreement by reason of increase in wages, etc. above the levels of June 30, 1984, shall be made by the City to the members of the Union not later than the third payday following the ratification of this Agreement by the Common Council.

ARTICLE XXVIII
VALIDITY

Section 28.1. If any Article or Section hereof is declared to be invalid, or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the validity of any other Article or Section hereof, and the parties agree to re-open this agreement for the purpose of substituting provisions for such invalid provision.

ARTICLE XXIX
DURATION

This Agreement is effective July 1, 1984, through and including June 30, 1985, except as otherwise provided hereafter and shall automatically be renewed for additional periods of twelve (12) months unless negotiations for a new agreement are requested in writing by either party. All the provisions of Articles IV, V, XII, XIII, XVI, and XXIII are retroactive to July 1, 1984.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed and signed by their mutually authorized officers or representatives on this 5th day of August, 1984.

THE CITY OF DANBURY, CT.

DANBURY POLICE UNION, LOCAL 891
and COUNCIL #15, AFSCME, AFL-CIO

James E. Dyer
James E. Dyer, Mayor

Anthony Yakacki
Anthony Yakacki, President

Emanuel A. Merullo
Witness

Peter Gernat
Council #15, AFSCME, AFL-CIO
Peter Gernat, Staff Rep.

Ruth A. Leuthausen
Witness

Witness



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

September 25, 1985

TO: Common Council via Certification #10
Mayor James E. Dyer

FROM: John P. Edwards

The cost of implementing the new collective bargaining agreement with the Police Union Council 15, AFL-CIO for the Special Police is \$8,710.00. We hereby certify that such monies exist in the Contingency Account.

Previous balance of Contingency Account	\$870,325.00
Less pending requests	451,261.00
Less this request	8,710.00
	<u>\$410,354.00</u>


John P. Edwards
Acting Director of Finance

JPE/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

October 10, 1985

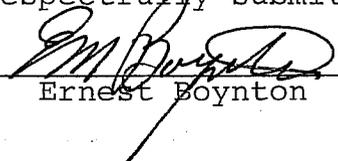
Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Agreement between the City of Danbury and the Police Union - Special Police.

The Committee met at 7:30 P.M. in room 432 at City Hall on Oct. 7, 1985. Members of the committee: E. Boynton, L. Charles & T. Skoff. Also present were: E. Merullo, Personnel Director, J. Edwards, Director of Finance.

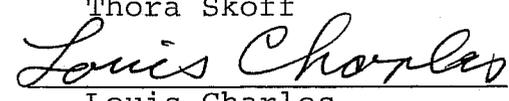
After discussion of the background of this Contract and its effects on the Budget process and service to the community, a motion was made by Councilman Charles and seconded by Councilwoman Skoff to recommend to the Common Council as a whole, the adoption of the agreement. Motion passed.

Respectfully submitted


Ernest Boynton

Chairman

Thora Skoff


Louis Charles

**CITY OF DANBURY**

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

October 10, 1985

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Agreement between the City of Danbury and the Police Union - Special
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Members of the committee: E. Boynton, L. Charles & T. Skoff.
Also present were: E. Merullo, Personnel Director, J. Edwards, Director of
Finance.

After discussion of the background of this Contract and its effects on the
Budget process and service to the community, a motion was made by Council-
man Charles and seconded by Councilwoman Skoff to recommend to the Common
Council as a whole, the adoption of the agreement. Motion passed.

Respectfully submitted

Chairman

Ernest Boynton

Thora Skoff

Louis Charles



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo
Director of Personnel

JAMES E. DYER, MAYOR

PERSONNEL DEPARTMENT
(203) 797-4598

TO: Honorable James E. Dyer, Mayor
Honorable Members of the Common Council

FROM: Manny Merullo, Director of Personnel *EM*

DATE: September 24, 1985

Attached is a Memorandum of Agreement between the City of Danbury and the Police Union, Council 15, AFL-CIO, for changes to the collective bargaining agreement, effective retroactively to January 1, 1985 for Special Police employees.

Currently there are two members of this bargaining unit, both of whom have been working approximately forty (40) hours per week.

Features of the agreement effecting cost are:

(1) Wage increase from \$6.00 per hour to \$6.75 per hour.
Total cost = (.75) (2080 hrs.) (2 members) = \$3,120.

(2) Medical insurance

Maximum cost for 7 months (Dec.'85 - June '86) for two - (\$232.90/mo.) (12) (2 members) = \$5,590.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Danbury and the Danbury Police Union, Local 891. The parties agree to the following changes in the labor agreement which governs the wages, benefits and working conditions of the Special Police Officers.

Article I - Recognition

- 1.1 The City recognizes the union as the sole and exclusive bargaining agent for all active special police officers who work for the Danbury Police Department and qualify for membership in the bargaining unit in accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, as amended.
- 1.2 Inactive special police officers are those officers who work fewer days than are required to qualify for membership in the bargaining unit in accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, as amended.
- 1.3 Hours worked on private duty assignments for which the special police officer is compensated indirectly by sources other than the City of Danbury shall not be counted when determining the eligibility of an officer for membership in the bargaining unit pursuant to the provisions of Sections 7-467 to 7-477 of the Connecticut General Statutes, as amended.

Article III - Wages

- 3.1 Amend to read: Effective January 1, 1985 and retroactive to that date, the City shall pay the following rate per hour: \$6.75.
- 3.2 Amend to read: In lieu of non-medical benefits, the City shall pay actives an additional premium of fifty cents (\$.50) for each hour actually worked.

Article IV - Medical Insurance

- 4.3 The City will pay the premiums on the coverage contained in Section 4.1 for actives who are regularly assigned to the full time security positions at the Rogers Park Jr. High School, the City Hall and the City Hall Parking Lot.

These qualified actives will continue to receive the fifty cents (\$.50) hourly premium in lieu of major medical coverage.

FOR THE CITY OF DANBURY

James E. Dyer, Mayor

Emanuel A. Merullo
Director of Personnel

Date

FOR DANBURY POLICE UNION, LOCAL 891
and COUNCIL #15, AFSCME, AFL-CIO

Anthony Yakacki, President

Peter Gernat, Council #15
AFSCME, AFL-CIO Staff Rep.

2

A G R E E M E N T

between

THE CITY OF DANBURY, CONNECTICUT

and

DANBURY POLICE UNION

LOCAL 891 AND COUNCIL 15 of AFSCME, AFL-CIO

(SPECIAL POLICE OFFICERS)

July 1, 1982 - December 31, 1984

THIS AGREEMENT is entered into by the CITY OF DANBURY, Connecticut, hereinafter referred to as "the City", and the DANBURY POLICE UNION, LOCAL 891 AND COUNCIL 15, AFSCME, AFL-CIO, hereinafter referred to as "the Union".

ARTICLE I
RECOGNITION

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all Active Special Police Officers who work twenty (20) hours or more per week for the Danbury Police Department.
- 1.2 Active Special Police Officers, hereinafter referred to as "Actives", are those officers who work an average twenty (20) hours per week over the twenty-six (26) week period immediately prior to each September 1, January 1, April 1, and July 1 of each year.
- 1.3 Inactive Special Police Officers, hereinafter referred to as "Inactives", are those officers who work fewer than an average twenty (20) hours per week over the twenty-six (26) week period immediately prior to each September 1, January 1, April 1, and July 1 of each year.
- 1.4 Only hours for which an employee is paid by the City shall be counted in the computation of active hours under this Article. Extra duty assignments, etc., paid by other sources, are not part of this calculation.

ARTICLE II
HIRING

- 2.1 Actives who meet the definition contained in Section 1.2 shall receive priority in hiring for special police officer jobs which occur during the twenty-six (26) week period following the quarterly qualifying date.
- 2.2 Actives who desire to be considered for priority hiring under this Article, shall sign up weekly with the Department in accordance with established procedures.

- 2.3 The parties recognize that certain assignments for which Actives are hired involve working reasonably regular shifts over long periods of time. These assignments shall be recognized as "steady assignments" and the City may, but shall not be required to, rotate steady assignments among Actives. Steady assignments shall be required to maintain the same qualifying hours as other Actives.

ARTICLE III
WAGES

- 3.1 Effective July 1, 1982, the City shall pay the following rate per hour: \$5.50.
- 3.2 In lieu of any and all other benefits, the City shall pay Actives an additional premium for each hour actually worked as follows:

Effective July 1, 1982:	\$.25 per hour
Effective July 1, 1983:	.40 per hour
Effective July 1, 1984:	.50 per hour

ARTICLE IV
MEDICAL INSURANCE

- 4.1 An Active may make application to the City Insurance Department for participation at his own cost in the following plans:
- A. Blue Cross/Blue Shield of Connecticut Hospital Benefit Plan - Semi-Private Plan.
 - B. Blue Cross/Blue Shield of Connecticut Medical Surgical Benefits - Century 96 Plan.
- In the event the insurance carrier otherwise permits such participation by the group of Actives, then the premium charged to the City by such participation shall be paid to the City by each participating Active no later than the 15th of the month preceding the month of insurance coverage. Failure to make such payment to the City will result in the termination of coverage at the end of the month. There shall be no cost to the City for such insurance coverage.
- 4.2 In the event the City changes carriers, than similar arrangements will be accorded to Actives under the new insurance carrier.

3.

ARTICLE V
GRIEVANCE PROCEDURE

- 5.1 Purpose. This procedure is established to ensure an equitable resolution of problems arising out of the employer-employee relationship between the City and the Actives and to provide a means and method of settling employee grievances on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale among the Actives.
- 5.2 Definitions. A grievance for the purposes of this procedure shall be deemed to be an employee complaint involving a matter relating to the interpretation and application of the specific terms and conditions of this Agreement.
- 5.3 Time Extensions. Time extensions beyond those set forth in this Article may be agreed upon by mutual consent of the parties hereto.
- 5.4 Procedure.

Step One. Within seven (7) days of the date of the occurrence giving rise to a grievance, any Active who deems himself aggrieved may, with or without Union representation, submit his grievance in writing, signed by him or his representative, to the Chief of Police or his designee who shall use his best efforts to resolve the grievance. The decision of the Chief of Police shall be delivered in writing to the Active and to his representative, if he is so represented, within ten (10) working days after the presentation of the grievance.

Step Two. If the Active and his representative, if represented, are dissatisfied with the decision rendered by the Chief of Police, or in the event there is none such, said Active or his representative shall submit the grievance in writing to the Mayor or his designee. The Mayor or his designee shall, within ten (10) days of the receipt of the grievance, submit his decision in writing to the Active and his representative.

Step Three. If the grievance shall not have been disposed of to the satisfaction of the aggrieved Active and his representative, or if the Mayor or his designee shall fail to render his decision within ten (10) days after the receipt of the grievance, the Active and his representative shall have the right to submit the grievance for final solution to the Connecticut

State Board of Mediation and Arbitration within twenty (20) days after the date of such decision by the Mayor or his designee or within thirty (30) days after the receipt of the grievance by the Mayor or his designee. The decision of said Board shall be final and binding upon both parties.

ARTICLE VI
DUES CHECK OFF

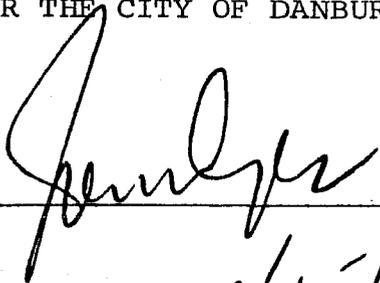
- 6.1 The City has agreed to deduct from the paycheck of each employee who has signed, or who hereafter may sign an authorized payroll deduction card, a sum certified in writing by the secretary or other authorized official of the Union to be Union dues.
- 6.2 These deductions will be made once a month on the same day of each month as specified by the City, with the agreement of the Union.
- 6.3 The Union agrees to hold the City harmless from any action taken by an employee or group of employees as a result of the City's making or failing to make the dues deductions as specified in this Article.

ARTICLE VII
DURATION

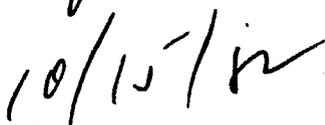
- 7.1 This contract contains all of the agreements reached by the parties during collective bargaining and no other agreements are binding unless specifically spelled out in this contract.
- 7.2 With the exception of Section 3.1 which shall be reopened solely for wages for the period of July 1, 1983 through December 31, 1984, this Agreement shall remain in full force and effect until December 31, 1984 and shall be considered automatically renewed for successive periods of one (1) year, unless either party shall give written notice to the other party at least one hundred twenty (120) days prior to such expiration date of a desire to amend or terminate this Agreement.

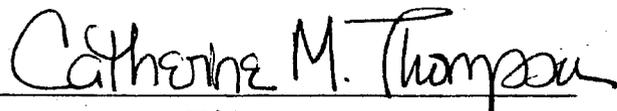
FOR THE CITY OF DANBURY

FOR THE DANBURY POLICE UNION,
LOCAL 891 AND COUNCIL 15,
AFSCME, AFL-CIO









Date

Witness

ADDENDUM AGREEMENT

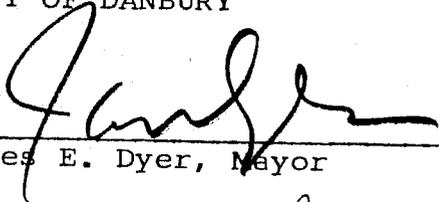
This Agreement is entered into by and between the CITY OF DANBURY, Connecticut, hereinafter referred to as "the City", and the Danbury Police Union, Local 891 and Council 15, AFSCME, AFL-CIO, hereinafter referred to as "the Union" and is in all respects, fully incorporated in and made a part of Section 3.1 of the Agreement between the City and the Union concerning Special Police Officers and dated July 1, 1982 through December 31, 1984:

Retroactive to July 1, 1983, the City shall pay the following rate per hour: \$5.90.

Effective July 1, 1984, the City shall pay the following rate per hour: \$6.00.

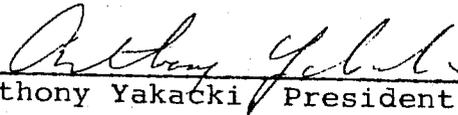
IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed by their duly authorized and constituted representatives this 18th day of August, 1983.

CITY OF DANBURY

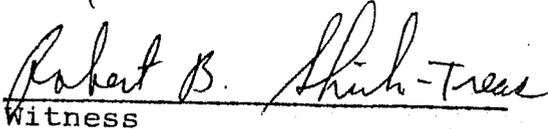


James E. Dyer, Mayor

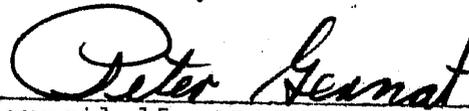
DANBURY POLICE UNION, LOCAL 891 and
COUNCIL #15, AFSCME, AFL-CIO



Anthony Yakaeki, President



Witness



Council 15, AFSCME, AFL-CIO
Peter Gernat, Staff Representative



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo
Director of Personnel

JAMES E. DYER, MAYOR

PERSONNEL DEPARTMENT
(203) 797-4598

TO: Honorable James E. Dyer, Mayor
Honorable Members of the Common Council

FROM: Manny Merullo, Director of Personnel *EMM*

DATE: September 24, 1985

Attached is a "Memorandum of Agreement" between the City of Danbury and the Teamsters Union Local #677 for changes in the current contract governing wages, hours and conditions of employment for members employed in the Highway, Airport and Park and Recreation Departments.

Highlights of the agreement effecting the cost this fiscal year ('85 - '86) are:

- (1) 6% increase for FY 1985-1986.
- (2) A reclassification of the positions of Truck Driver, Automotive Equipment Operator III, Mason, Park Maintainer, Airport Equipment Operator and Foreman.
- (3) Reclassification of one Park Maintainer position for a Mechanic position.

Cost of renegotiated contract is \$133,620. ✓

Health services and insurance costs have also increased, effective July 1, 1985 by \$68,141.

The contract is of three year's duration with a 5 1/2% increase FY 1986-1987 and a 5% increase FY 1987-1988 (with a provision for another 1/2% if the C.P.I. is more than 4.5%).

MEMORANDUM OF AGREEMENT

City of Danbury/Highway, Parks, Airport

This Memorandum of Agreement is entered into between the City of Danbury (the City) and Teamsters Union, Local 677 (the Union) for the purpose of setting forth agreed upon changes to the Collective Bargaining Agreement between the parties which changes shall be effective retroactively to July 1, 1985, unless otherwise stated, and shall be incorporated into the present Agreement after ratification by both the Union and the City.

The agreed upon changes are as follows:

Section 1 - Recognition

Amend to read:

The City of Danbury recognizes and acknowledges that the Union, its duly authorized agents, representatives, successors, is the exclusive bargaining agent for the employees in the departments hereinafter referred to in this agreement between the City of Danbury and Teamsters Local 677, namely, the Highway, Forestry and Equipment Maintenance Divisions of the Public Works Department; the Parks and Recreation Department; the Airport Maintenance Department.

Section 2 - Union Security

A. Amend last sentence to read:

Consistent with past practice, "winter help" and other "seasonal" employees shall not be required to be members of the union.

B. Amend by changing the third sentence to read:

"Deduction of dues shall be made from the second pay check of each month."

C. Amend by deleting from the 5th and 9th lines

"between the years of 40 and 65."

Section 3 - Hours of Work and Overtime

(c) Amend to read:

The regular work day for the Highway, Forestry and Equipment Maintenance Departments shall be from 7:30 A.M. to 4:00 P.M.

The regular work day for the Airport Maintenance

Department shall be from 8:00 A.M. to 4:30 P.M.
(Security Guard excluded).

The regular work day for the Park Maintenance
Department is 7:30 A.M. to 4:00 P.M.

(d) Amend to read:

Any hours worked before the regular starting time or
after the regular ending time will be paid at one-and-
one-half (T 1/2) the normal hourly rate.

(i) Amend by substituting the word

"landfill" for "dump".

Section 4 - Seniority

Amend by adding a third paragraph to read:

"The City shall provide the Union with a priority list
each quarter."

Section 5 - Holidays

Amend second sentence to read:

"If an employee works on a holiday, he shall be paid at
the rate of two times the hourly rate for any and all
hours worked on that day plus the holiday pay referred
to in the preceding sentence."

("Holiday" is to be interpreted as the 24 hours of the
declared holiday.

Section 6 - Vacations

Amend by replacing the first five paragraphs with the
following:

Each employee who has or will have one (1) but less
than two (2) completed years of service on December
31st of any calendar year shall receive one (1) weeks
vacation with pay during that calendar year.

Each employee who has or will have two (2) but less
than five (5) completed years of service on December
31st shall receive two (2) weeks vacation with pay.

Each employee who has or will have five (5) but less
than twelve (12) years of service on December 31st
shall receive three (3) weeks vacation with pay.

Each employee who has or will have twelve (12) but less
than twenty (20) years of service on December 31st

shall receive four (4) weeks vacation with pay.

Each employee who has or will have twenty (20) years service on December 31st shall receive five (5) weeks vacation with pay.

Years of service will be based on the employee's anniversary date. Therefore, an employee who is terminated prior to his/her anniversary date will be entitled to a fraction of the vacation to which he/she would normally be entitled that calendar year.

Delete the 9th paragraph: "Employees whose anniversary date is effected during the vacation period shall receive vacation time according to their years of service."

Section 7 - Sick Leave

A. Amend by changing second paragraph to read:

"Employees out sick shall, on the first three (3) days, call at least 15 minutes before the time the work day is scheduled to start."

Section 8 - Funeral Leave

Amend to read:

"Employees covered by this agreement shall be granted a maximum of three (3) days off with straight time pay the last of which shall be the day of the funeral if a death occurs in his/her immediate family.

Immediate family may be defined as mother, father, brother, sister, child, grandparents, in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law), grandchildren. Five (5) days off with pay will be granted in the case of spouse. One (1) day funeral leave will be granted on the day of the funeral for first aunt and uncle on both sides.

Section 10 - Equipment

Amend by changing the 6th paragraph to read:

"The City shall pay an allowance to each mechanic who furnishes his own tools. Effective July 1, 1985, the allowance will be fifty dollars (\$50). Effective July 1, 1986, the allowance will be sixty dollars (\$60). Effective July 1, 1987, the allowance will be sixty-five dollars (\$65)."

Under "Emergency Crew" amend "B" to read:

Effective July 1, 1985, this emergency crew's premium shall be forty-five dollars (\$45.00) per week. Effective July 1, 1986, the premium shall be fifty dollars (\$50.00) per week.

Section 13 - Health Services and Insurance Plan

Amend rates to read:

The City of Danbury agrees to pay the following amount to the Health Services and Insurance Plan A-8 of Local Union 677:

Effective July 1, 1985 - \$1.35 per hour
 Effective July 1, 1986 - \$1.46 per hour
 Effective July 1, 1987 - \$1.57 per hour

Section 15 - Wages

A. The City shall pay the following rates:

Effective	7/1/85	7/1/86	7/1/87
	6%	5 1/2%	5%

Classifications

Highway Division

Laborer I	8.66	9.14	9.59
Laborer II	8.98	9.47	9.95
Laborer II/Mason (When doing Mason Work)	9.55	10.08	10.58
Auto Equip. Oper I	8.81	9.29	9.76
Auto Equip. Oper II	9.46	9.98	10.47
Auto Equip. Oper III	9.70	10.23	10.74
Secretary/Dispatcher	9.19	9.70	10.18
Truck Driver	9.19	9.70	10.18
Truck Driver (Ten Wheeler)	9.43	9.95	10.45
Tree Climber Operator	9.19	9.70	10.18
Tree Worker	8.81	9.29	9.76
Tree Worker - Groundsperson	8.66	9.14	9.59
Gatekeeper	8.31	8.77	9.21
Foreman (during first 2 years)	9.70	10.23	10.74
Foreman (after two years)	10.30	10.87	11.41
Weighmaster	8.91	9.40	9.88
Courier - Laborer	8.66	9.14	9.59

Equipment Maint. Division

Secretary-Dispatcher	9.19	9.70	10.18
Mechanic	9.73	10.27	10.78
Parts Clerk	9.05	9.55	10.03

Parks Department

Parks Maintainer	9.19	9.70	10.18
Foreman (first two years)	9.70	10.23	10.74
Foreman (after two years)	10.30	10.87	11.41
Mechanic	9.73	10.27	10.78

Airport Maintenance

Foreman (first two years)	9.70	10.23	10.74
Foreman (after two years)	10.30	10.87	11.41
Airport Equipment Operator	9.46	9.98	10.47
Airport Maintainer	9.19	9.70	10.18
Airport Security Guard	8.59	9.06	9.51

Note #1: An employee who has been designated as "Crew Chief" will be paid a premium of fifty cents (\$.50) per hour.

Note #2: If the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)" advances more than 4.5 percent in the twelve month period commencing April 1, 1986 and ending April 1, 1987, the City agrees to increase the wage schedule effective July 1, 1987 an additional five tenths (.5) percent for a total of five and one half percent (5.5%) more than the FY 1986/1987 wage schedule.

- B. At the option of the employer, the starting rate for new employees shall be one dollar and fifty cents (\$1.50) per hour under the rates listed above. After the first ninety (90) days worked in employment, the employee shall advance seventy-five cents (75 cents) per hour. After six (6) months worked in employment, the employee shall advance to the hourly rate for his classification as listed above.
- C. (1) Employees who are assigned to work in the Equipment Maintenance Division classifications shall be paid an additional experience premium for each hour in which the employee continues to perform work in those classifications in accordance with the following schedule:
- (a) For each hour worked beginning with the date on which the employee completes two years of continuous service in the Equipment Maintenance Division classifications, a premium of sixty-one cents (61 cents) per hour.
 - (b) For each hour worked beginning with the date on which the employee completes three (3) years of continuous service in the Equipment Maintenance Division classifications, a premium of ninety-one cents (91 cents) per hour.

- (c) For each hour worked beginning with the date on which the employee completes four (4) years of continuous service in the Equipment Maintenance Division classifications, a premium of one dollar and twenty-two cents (\$1.22) per hour.
- (d) For the purposes of calculating experience premiums for subparagraph (a) above only, all employees who were classified in the Equipment Maintenance Division classifications on January 1, 1981, shall be deemed to have completed two (2) years of service beginning July 1, 1981. Premiums under subparagraphs (b) and (c) above, shall be paid in accordance with the employee's actual length of continuous service in the Equipment Maintenance Divisions classifications.

D. Weekly pay checks are to be made available at the close of the working day on Thursday afternoon. No exceptions will be made. If an employee is unavailable to receive the pay check after work on Thursday, it will be given on Friday.

Teamsters Local Union No. 677,
an affiliate of the Inter-
national Brotherhood of Team-
sters, Chauffeurs, Warehouse-
men & Helpers of America

For The City of Danbury

James E. Dyer
Mayor

George Lamontagne
Business Agent

Emanuel A. Merullo
Director of Personnel

Witness

Date

This AGREEMENT made and entered into this 28th day of July, 1983, by and between the CITY OF DANBURY and TEAMSTERS UNION LOCAL 677 shall be effective retroactively to July 1, 1982 unless otherwise stated within the Agreement.

ARTICLE 1 - RECOGNITION

The City of Danbury recognizes and acknowledges that the Union, its duly authorized agents, representatives, successors, is the exclusive bargaining agent for the employees in the departments hereinafter referred to in this Agreement between the City of Danbury and Teamsters Local 677, namely, Building Maintenance Division.

ARTICLE 2 - UNION SECURITY

- A. All classified present employees and unclassified employees who have completed both ninety (90) calendar days and sixty-five (65) working days, who are members of the Union on the effective date of this Agreement, shall remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment. Future classified full-time employees and unclassified employees who are hired or work in the classifications specified herein and who complete both ninety (90) calendar days and sixty-five (65) working days shall become and remain members in good standing by payment of the required initiation fee and regular monthly dues of the Local Union on the 31st day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.
- B. Dues Deductions. The Employer agrees to deduct regular monthly dues and initiation fees of the Union from the wages of all full-time classified employees and unclassified employees covered by this Agreement for whom a written authorization form is received and agrees to remit all such deductions to the Union. In the case of the initial deduction for a new employee, the Employer shall make retroactive deductions. Dues deductions shall be made from pay due for the second payroll period of each month. The Union agrees that it will save the Employer harmless from any suits or damages resulting from dues deductions made on the basis of reliance upon this or other contract language requiring such deductions.
- C. Non-Discrimination. The Employer and the Union agree not to discriminate against any individual with respect to

hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

- (a) Five (5) days shall constitute a normal work week--Monday through Friday.
- (b) Time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, shall be paid as overtime at one and one-half (1-1/2) times the normal hourly rate.
- (c) The regular work day shall consist of eight (8) hours exclusive of lunch period which shall commence no earlier than 6:30 A.M. and end no later than 5:00 P.M. Past practice with respect to employees assigned to painting shall apply.
- (d) All hours worked before the regular starting time shall be paid at one and one-half (1-1/2) the normal hourly rate, except those hired specifically with different starting and ending eight (8) hour days.
- (e) Saturday and Sunday work shall be paid at one and one-half (1-1/2) times the normal hourly rate.
- (f) On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.
- (g) Employees called in for emergency work shall be paid a minimum of four (4) hours at time and one-half (1-1/2). Employees called back to work less than one (1) hour after the regular quitting time shall be paid time and one-half for hours actually worked from time called.

ARTICLE 4 - SENIORITY

Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement. Seniority shall apply to employees

older in service and in order of their seniority to the work available, providing they are qualified. On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.

The provisions of the Civil Service Commission Rules and Regulations shall govern all promotions without regard to the provisions of this Agreement. The term "seniority", as used in this Agreement, shall apply to vacation preference, overtime assignments, layoffs from employment, and recalls to active employment provided the employee has the qualifications and ability to perform the required work. After satisfactory completion of the probationary period, an employee's seniority date shall be the employee's last date of hire.

ARTICLE 5 - HOLIDAYS

All employees covered by this Agreement shall receive full day's pay at their straight time rate of pay for the holidays listed below or days celebrated as such, regardless of the day of the week upon which such holiday shall fall:

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

If an employee works on a holiday, he shall be paid double time rate. An employee, to be eligible for holiday pay, must work the last working day before and the first working day after the holiday to receive holiday pay. Exception only on medical certificate to department head. When a holiday falls in a week during which an employee is on vacation, he shall receive the holiday pay. There shall be no days off in lieu of holiday pay. Emergency work on the day after Thanksgiving will be paid at time and one-half (1-1/2).

ARTICLE 6 - VACATIONS

- A. Employees hired before May 1, 1983 are entitled to vacation periods with pay as follows:
1. From the first to the fifth year of service ... 2 weeks
 2. From the sixth to the tenth year of service ... 3 weeks
 3. From the eleventh to the fifteenth year of service 4 weeks
 4. From the sixteenth year of service and thereafter 5 weeks

- B. Employees hired on or after May 1, 1983 are entitled to vacation periods with pay as follows:
- Employees who have been on the payroll one (1) year shall receive one (1) week vacation with pay.
- Employees with two (2) years service shall receive two (2) weeks' vacation with pay.
- Employees with five (5) years service shall receive three (3) weeks' vacation with pay.
- Employees with twelve (12) years service shall receive four (4) weeks' vacation with pay.
- Employees with twenty (20) years service shall receive five (5) weeks' vacation with pay.
- C. Years of service will be based on the employee's anniversary date.
- D. Employees with less than 12 months of service in the first year will receive vacation time, with pay, on a pro-rated basis. Thenceforth, the schedule as outline in "A" above will prevail.
- E. Employees shall choose their vacations in order of their seniority.
- F. The Employer will post a vacation schedule.
- G. The Employer reserves the right to limit the number of employees on vacation at one time.
- H. All vacations must be taken as earned.
- I. Vacations shall not be taken during the student vacation periods which are scheduled during the school year.

ARTICLE 7 - HEALTH AND WELFARE BENEFITS

A. Sick Leave

1. For employees hired before July 1, 1982, sick days shall be seventeen (17) days per year cumulative to one hundred seventy (170) days.
2. Income Protection Plan. Employees hired on or after July 1, 1982, shall be covered by the following sick leave provisions:

It is recognized that from time to time an employee may be stricken with a disability illness or injury which will prevent the employee from performing the requirements of the job. In such instances, it is the intention of the parties to minimize the financial impact of absence from work.

- (a) Effective July 1, 1982, each employee shall have accredited to his sick leave account the number of days, not to exceed one hundred and five (105), that were credited to the employee's account on June 30, 1982.
- (b) During the fiscal year beginning on July 1, 1982, and in each fiscal year thereafter, the employee shall be credited with ten (10) days towards the sick leave account for each completed year of service until such time as the account reaches a maximum on one hundred and fifty (150) days when the accumulation shall cease.
- (c) Employees who are absent due to a disabling illness or injury for five (5) or more days and who are under the care of a medical doctor, shall have such absence charged against the sick leave account and shall be paid for those days provided there are days still credited to the account.
- (d) Employees who are absent due to disabling illness or injury for periods of four (4) consecutive days or less, shall be paid for such days up to a maximum of eight (8) days each fiscal year. In the initial year of employment, these eight (8) days shall be earned by each employee at the rate of two-thirds ($\frac{2}{3}$) of a day for each month in which the employee works more than half of the scheduled working days. In each subsequent year of employment, the employee will be credited with eight (8) days of occasional sick days on July 1st of each year. If an employee does not use the sick days as provided for in this subparagraph, the unused days shall be credited to the sick leave account on June 30th of each fiscal year as provided in subparagraph (b) above at the rate of one and one-half ($1\frac{1}{2}$) days for each unused day up to a maximum accumulation of one hundred and fifty (150) days.

3. **Union Welfare Payments.** All current and accumulated sick days shall be fully paid by the Employer unless the employee is entitled to Union Welfare Fund accident and health benefits, in such case the Employer agrees to make up the difference between such welfare payments and the employee's normal weekly remuneration. The employee's sick leave account will be charged one-half (1/2) day for each day the employee received benefits from the Union Welfare Fund.
4. **Workmen's Compensation.** Any employee absent from duty because of Worker's Compensation causes shall not have his sick leave counted for this absence except that an employee will use accumulated sick leave for days not paid under Worker's Compensation. If an employee so desires, he may opt to charge his sick day account for one-half (1/2) day sick pay if he elects to receive difference pay between Worker's Compensation and his regular straight time pay.

B. Health Services and Insurance Plan. The City of Danbury agrees to pay the following amount to the Health Services and Insurance Plan A-9 of Local Union 677.

Effective July 1, 1983 - \$1.07 per hour
Effective July 1, 1984 - \$1.1195 per hour

Payments shall be based on forty (40) hours worked. Payments shall be made from the first hour of employment for all classified employees and for unclassified employees who are members of the Union not on withdrawal at the time of their employment with the City of Danbury for work covered by this Agreement. Payments shall be made from the ninety-first day of employment for all other unclassified employees covered by this Agreement.

For the purpose of this subparagraph, each hour paid for, figured to the nearest quarter (1/4) hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months. All contributions shall be made at such time and such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant

audit the payroll and wage records of the Employer for the purposes of determining the accuracy of contributions of the Health Services and Insurance Plan.

The Employer and Union, which are signators hereto, ratify the designation of the Employer and employee Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees with the scope of their attorney.

- C. Colonial Life Term Life and Dependent Term Life Insurance shall be maintained until September 1, 1983 when the life insurance of the A-9 plan becomes effective.

ARTICLE 8 - AUTHORIZED ABSENCES

A. Leave of Absence

Any employee, with seniority rights, may be granted a leave of absence if agreed to by the Employer and the Union without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay and benefits. A leave requested by an employee, and consented to by the Employer and the Union, will be for an agreed period of time, but in no instance will the leave be for more than one (1) year.

During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

B. Funeral Leave

Employees covered by this Agreement shall be granted up to three (3) days off with pay during a normal work week at their straight time rate for eight (8) hours per day if a death occurs in his immediate family.

Immediate family may be defined as mother, father, brother, sister, child, grandparents, in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law), grandchildren. Five (5) days off with pay will be granted in the case of spouse. One (1) day funeral leave will be granted on the day of the funeral for first aunt and uncle.

The purpose of time off with pay is to attend the funeral ceremonies. Compensation shall not exceed five (5) days, or any day beyond the day of the funeral, except in cases involving death of spouse or extended travel.

C. Personal Day

A member of the unit shall be entitled to take one (1) day of leave with pay to attend to personal or legal business, household or family matters. Except in cases of emergency, notice must be given to the Director of Public Works, or his/her designee, not less than forty-eight (48) hours in advance.

In unusual circumstances, the Director of Public Works or his/her designee may waive the limiting provisions of this section.

ARTICLE 9 - LONGEVITY PAY

Employees with more than fifteen (15) years' service with the City of Danbury will have a longevity increment of One Hundred Dollars (\$100.00).

Employees with more than twenty (20) years' service shall receive One Hundred and Fifty Dollars (\$150.00). Payment to be made to the employee the first day of December each year.

ARTICLE 10 - ACCESS TO JOBS, RECORDS & TIME RECORDS

Authorized representatives of the Union shall have free access to the Employer's establishments, or any job site where employees subject to the terms of this Agreement are employed, during working hours for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. Such authorized representatives of the Union shall have the right to inspect time cards and payroll records of the individuals involved for the same purposes and representatives of the Health Services and Insurance Plan shall have the right to audit such records to determine whether or not the Employer has complied with the terms of this Agreement and/or the rules and regulations of such Plan.

ARTICLE 11 - BULLETIN BOARDS

The Employer agrees that it will provide suitable bulletin boards in conspicuous places, where the employees are employed, for the posting of information of interest to the employees subject to this Agreement. Employees will not deface or destroy notices placed on bulletin boards. Violators will be suspended.

ARTICLE 12 - CLASSIFICATIONS AND WAGES

	<u>7/1/82</u>	<u>7/1/83</u>	<u>7/1/84</u>
Building Maintenance Foreman	\$8.97	\$9.47	\$9.97

Building Maintenance Mechanic III	8.05	8.55	9.05
Building Maintenance Mechanic II	7.85	8.35	8.85
Building Maintenance Mechanic I (Training Level)	6.81	7.31	7.81

- A. Effective April 1, 1983, employees who have a recognized license in a skilled trade related to building maintenance work shall receive a premium of \$.25 per hour. (One per employee).
- B. Effective July 1, 1982, \$.06 per hour has been added to the wage rate in lieu of the following holidays: the Day before New Year's Day and the Day before Christmas Day.
- C. Effective July 1, 1982, \$.01 per hour has been added to the wage rate in consideration of changes to the longevity schedule.
- D. As of July 1, 1980, \$.06 per hour was added to the wage rate in lieu of the following holidays: Danbury Fair Day and Teachers Convention Day.
- E. All employees shall be required to wear safety shoes during the working day. Employees shall purchase safety shoes of a style and type that meet OSHA standards and have been approved by the Employer. The Employer shall allocate Fifty Dollars (\$50.00) for each employee for the purchase of one pair of safety shoes per year from a supplier designated by the City. Replacements will be made yearly during the month of August except under unusual circumstances as determined by the Department Head.

ARTICLE 13 - GRIEVANCES

This procedure is established to seek an equitable resolution of problems that arise as a result of an Employer-employee relationship within the aforementioned departments.

Purpose:

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency in employee morale.

A grievance, for the purpose of this procedure, shall be considered to be employee complaints concerned with:

1. Discharge, suspension or other disciplinary action.
2. Charge of favoritism or discrimination.
3. Matters relating to the interpretation and application of sections in this Agreement.

Procedure:

Step 1

Within six (6) working days of the aggrieved action or event, the grieved employee or employees must present the grievance to the Steward and the Department Head, or his representative, in writing, specifying the nature of his grievance and the section of the contract he claims to be violated. If a satisfactory adjustment is not effected with a representative of the Employer in six (6) working days, the Steward-employee shall submit such written grievance to the Union's business representative.

Step 2

Within five (5) working days thereafter, the business representative shall then take the matter up with the Department Head, or his representative with authority to act on such grievance, and a decision therein must be given to the business representative within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event the business representative shall be of the opinion that an employee grievance is without merit, the Local Union shall not be required to process the matter any further, and he shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

Step 3

If Step 1 and Step 2 hereto have been complied with and settlement of a grievance has not been effected, the matter shall be submitted to the Connecticut State Board of Mediation and Arbitration.

The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties.

A Department Head shall have the right to determine all matters concerning work activities, management and administration that he deems necessary for the best interests of his department and the City of Danbury.

ARTICLE 14 - JURY DUTY

If an employee must serve on jury duty, the City will pay the difference between the jury duty pay and his normal weekly earnings, but in no event shall the difference exceed forty (40) hours per week.

ARTICLE 15 - PENSION PLAN

The City agrees to continue in effect the terms of the present pension plan for the duration of this Agreement except as it may be modified by mutual agreement of the parties.

ARTICLE 16 - MANAGEMENT RIGHTS

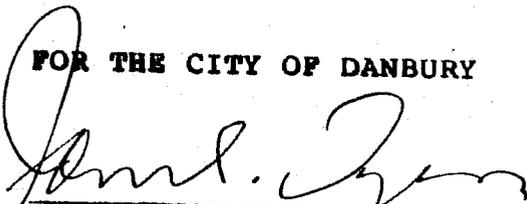
The City retains all rights it had prior to the signing of this contract except as such rights are specifically relinquished or abridged by this contract.

ARTICLE 17 - DURATION AND TERMINATION

This Agreement shall be effective July 1, 1982 and shall terminate on the 30th day of June, 1985, unless either party shall give written notice to the other party at least one hundred twenty (120) days prior to such expiration date of a desire to amend or terminate this Agreement.

TEAMSTERS LOCAL UNION NO. 677, AN
AFFILIATE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN &
HELPERS OF AMERICA

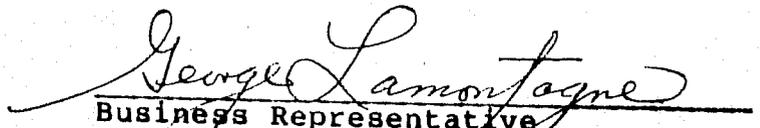
FOR THE CITY OF DANBURY



Mayor, City of Danbury

Local 677

July 28, 1983



Business Representative



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

September 25, 1985

TO: Common Council via
Mayor James E. Dyer

Certification #9

FROM: John P. Edwards

The cost of implementing the new collective bargaining agreement with Teamsters Union Local 677 for the Highway, Airport, and Parks & Recreation Departments is \$201,761.00. We hereby certify that such monies exist in the Contingency Account.

Previous balance of Contingency Account	\$870,325.00
Less pending requests	249,500.00
Less this request	201,761.00
	<u>\$419,064.00</u>



John P. Edwards
Acting Director of Finance

JPE/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

October 10, 1985

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

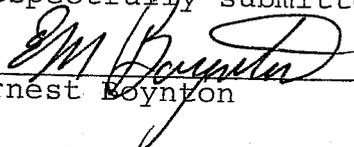
Re: Agreement between the City of Danbury and Teamsters Union Local #677 - for Highway, Airport and Parks & Recreation Departments.

The committee met Oct. 7, 1985 at 7:30 P.M. in room 432 at City Hall. Members of the committee: E. Boynton, T. Skoff & L. Charles. Others present were E. Merullo, Personnel Director, J. Edwards, Director of Finance.

Discussion took place regarding the agreement outlined above, as to the background and effects of the changes.

A motion was made by Councilman Charles and seconded by Councilwoman Skoff to recommend to the Common Council as a whole, the adoption of this agreement. Motion passed.

Respectfully submitted


Ernest Boynton Chairman

Thora Skoff


Louis T. Charles



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

October 10, 1985

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Agreement between the City of Danbury and Teamsters Union Local #677 - for Highway, Airport and Parks & Recreation Departments.

The committee met Oct. 7, 1985 at 7:30 P.M. in room 432 at City Hall. Members of the committee: E. Boynton, T. Skoff & L. Charles. Others present were E. Merullo, Personnel Director, J. Edwards, Director of Finance.

Discussion took place regarding the agreement outlined above, as to the background and effects of the changes.

A motion was made by Councilman Charles and seconded by Councilwoman Skoff to recommend to the Common Council as a whole, the adoption of this agreement. Motion passed.

Respectfully submitted

Ernest Boynton Chairman

Thora Skoff

Louis T. Charles



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

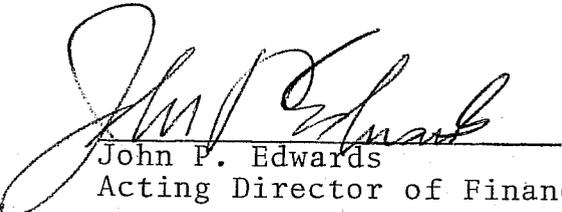
September 23, 1985

TO: Common Council via Certification #8
Mayor James E. Dyer

FROM: John P. Edwards

The cost of implementing the new collective bargaining agreement with the Teamsters Union Local 677 for the Building Maintenance Department is \$24,500.00. We hereby certify that such monies exist in the Contingency Account.

Previous balance of Contingency Account	\$870,325.00
Less pending request	225,000.00
Less this request	24,500.00
	<u>\$620,825.00</u>


John P. Edwards
Acting Director of Finance

JPE/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

October 10, 1985

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

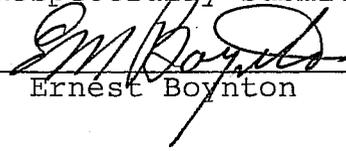
Re: Agreement between the City of Danbury and the Public Building Maintenance Department.

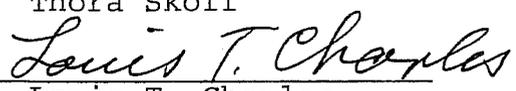
The committee met at 7:30 P.M. in room 432 at City Hall on Oct. 7, 1985. Members present - E. Boynton, T. Skoff & L. Charles. Also present were E. Merullo, Director of Personnel; J. Edwards, Director of Finance.

Discussion took place regarding the purpose of the changes and their effect on the local budget and any possible future costs to the budget.

A motion was made by Councilman Charles and seconded by Councilwoman Skoff to recommend to the Council as a whole, the adoption of this agreement. Motion passed.

Respectfully submitted

 Chairman
Ernest Boynton

Thora Skoff

Louis T. Charles

**CITY OF DANBURY**

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

October 10, 1985

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Agreement between the City of Danbury and the Public Building
Maintenance Department.

The committee met at 7:30 P.M. in room 432 at City Hall on Oct. 7, 1985.
Members present - E. Boynton, T. Skoff & L. Charles. Also present were
E. Merullo, Director of Personnel; J. Edwards, Director of Finance.

Discussion took place regarding the purpose of the changes and their
effect on the local budget and any possible future costs to the budget.

A motion was made by Councilman Charles and seconded by Councilwoman Skoff
to recommend to the Council as a whole, the adoption of this agreement.
Motion passed.

Respectfully submitted

Ernest Boynton

Chairman

Thora Skoff

Louis T. Charles



3 ✓

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo
Director of Personnel

JAMES E. DYER, MAYOR

PERSONNEL DEPARTMENT
(203) 797-4598

TO: Honorable James E. Dyer, Mayor
Honorable Members of the Common Council

FROM: Manny Merullo, Director of Personnel *EMM*

DATE: September 24, 1985

Enclosed is a Memorandum of Agreement between the City of Danbury and the Teamsters Union Local 677 for the purpose of setting forth agreed upon changes to the Collective Bargaining Agreement between the parties for the FY '85 - '86.

I ask the approval of the agreement and the transfer of funds to the Public Building Department in the amount of \$24,500.

MEMORANDUM OF AGREEMENT

City of Danbury/Building Maintenance Department

This Memorandum of Agreement is entered into between the City of Danbury (the City) and Teamsters Union, Local 677 (the Union) for the purpose of setting forth agreed upon changes to the Collective Bargaining Agreement between the parties which changes shall be effective retroactively to July 1, 1985, unless otherwise stated, and shall be incorporated into the present agreement after ratification by both the Union and the City.

The agreed upon changes are as follows:

Article 5 - Holidays

Delete: "Friday after Thanksgiving" from the list of holidays.

Amend the first sentence in the second paragraph to read:

"If an employee works on a holiday, he shall be paid time-and-a-half (T 1/2) for any and all hours worked in addition to his holiday pay."

Article 6 - Vacations

"B" Amend to read:

Employees hired on or after May 1, 1983 are entitled to vacation periods with pay each calendar year as follows.

Each employee who has or will have one (1) but less than two (2) completed years of service on December 31st shall receive one (1) week vacation with pay.

Each employee who has or will have two (2) but less than five (5) years of service on December 31st shall receive two (2) weeks vacation with pay.

Each employee who has or will have five (5) but less than twelve (12) years of service on December 31st shall receive three (3) weeks vacation with pay.

Each employee who has or will have twelve (12) but less than twenty (20) years of service on December 31st shall receive four (4) weeks vacation with pay.

Each employee who has or will have twenty (20) years of service on December 31st shall receive five (5) weeks vacation with pay.

Each employee who has or will have twenty (20) years of

service on December 31st shall receive five (5) weeks vacation with pay.

"C" Amend to read:

Years of service will be based on the employee's anniversary date. Therefore, an employee who is terminated prior to the employee's anniversary date in the same calendar year will be entitled to the fraction of the vacation to which the employee would normally be entitled under the provisions of the preceding Section "B".

Article 7 - Health and Welfare Benefits

"B" Amend the first paragraph to read:

Health Services and Insurance Plan. The City of Danbury agrees to pay the following amount to the Health Services and Insurance Plan A-9 of Local Union 677.

Effective July 1, 1985 - \$1.47
Effective July 1, 1986 - \$1.63
Effective July 1, 1987 - \$1.78

Article 8 - Authorized Absences

"C - Personal Day" - Amend the first paragraph to read:

A member of the unit shall be entitled to take two (2) days of leave with pay to attend to personal or legal business, household or family matters. Except in cases of emergency, notice must be given to the Director of Public Works, or his/her designee, not less than forty-eight (48) hours in advance.

Article 12 - Classifications and Wages

	(6%) 7/1/85	(\$.52) 7/1/86	(5%) 7/1/87
Foreman	10.57	11.09	11.64
Mechanic III	9.59	10.11	10.62
Mechanic II	9.38	9.90	10.40
Mechanic I	8.28	8.80	9.24

"A" - Amend to read:

Effective July 1, 1985, employees who have a recognized, test-based, state license in a skilled trade related to building maintenance work shall receive a premium of \$.85 per hour. Employees having a state certificate related to building maintenance work

shall receive a premium of \$.35 per hour. No employee may receive more than one such premium.

Effective July 1, 1986, the above referenced premiums shall be increased by fifteen cents (\$.15) per hour to one dollar (\$1.00) per hour and fifty cents (\$.50) per hour respectively.

"E" - Amend to read:

All employees shall be required to wear safety shoes during the working day. Employees shall purchase safety shoes of a style and type that meet OSHA standards and have been approved by the employer. The employer shall allocate sixty dollars (\$60.00) for each employee for the purchase of one pair of safety shoes per year from a supplier designated by the City. Replacements will be made yearly during the month of August except under unusual circumstances as determined by the Department Head.

"F" - (New)

Effective July 1, 1985, the night differential will be \$.35 per hour.

Effective July 1, 1986, the night differential will be \$.40 per hour.

Effective July 1, 1987, the night differential will be \$.45 per hour.

"G" - (New)

The City will provide the Union with a seniority list quarterly.

Signed this _____ day of _____, 1985.

For the Union

For the City of Danbury

George Lamontagne
Business Rep., Teamsters

Emanuel A. Merullo
Director of Personnel

Date

This AGREEMENT made and entered into this _____ day
by and between the CITY OF DANBURY and TEAMSTERS UNION LOCAL
677.

SECTION 1 - RECOGNITION

The City of Danbury recognizes and acknowledges that the Union, its duly authorized agents, representatives, successors, is the exclusive bargaining agent for the employees in the departments hereinafter referred to in this Agreement between the City of Danbury and Teamsters Local 677, namely, Department of Public Works - Highway, Parks, Department and Airport Maintenance Department.

SECTION 2 - UNION SECURITY

- A. All classified present employees and unclassified employees who have completed both ninety (90) calendar days and sixty-five (65) working days, who are members of the Union on the effective date of this Agreement, shall remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment. Future classified full-time employees and unclassified employees who are hired or work in the classifications specified herein and who complete both ninety (90) calendar days and sixty-five (65) working days shall become and remain members in good standing by payment of the required initiation fee and regular monthly dues of the Local Union on the 31st day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this agreement. With respect to "winter help", past practice shall apply concerning Union membership for these employees.
- B. Dues Deductions. The Employer agrees to deduct regular monthly dues and initiation fees of the Union from the wages of all full-time classified employees and unclassified employees covered by this Agreement for whom a written authorization form is received and agrees to remit all such deductions to the Union. In the case of the initial deduction for a new employee, the Employer shall make retroactive deductions. (Dues deductions shall be made from pay due for the second payroll period of each month.) The Union agrees that it will save the Employer harmless from any suits or damages resulting from dues deductions made on the basis of reliance upon this or other contract language requiring such deductions.
- C. Non-Discrimination. The Employer and the Union agree not to discriminate against an individual with respect to

hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of 40 and 65), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 65).

The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

SECTION 3 - HOURS OF WORK AND OVERTIME

- (a) Five (5) days shall constitute a normal work week--Monday through Friday.
- (b) Time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, shall be paid as overtime at one and one-half (1-1/2) times the normal hourly rate.
- (c) The regular work day shall be from 7:30 A.M. to 4:00 P.M.
- (d) All hours worked before the regular starting time shall be paid at one and one-half (1-1/2) the normal hourly rate, except those hired specifically with different starting and ending eight (8) hour days.
- (e) Saturday and Sunday work shall be paid at one and one-half (1-1/2) times the normal hourly rate.
- (f) On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.

Public-Works - Highway only:

- (g) Employees called in for emergency work shall be paid a minimum of four (4) hours at time and one-half (1-1/2).
Employees on standby will be paid a minimum of two (2) hours at time and one-half (1-1/2).
- (h) There shall be a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of an eight (8) hour shift.
- (i) The City Dump employees' work week shall be Monday through Saturday.

The Dump employees' work week shall be five (5) days, not necessarily consecutive.

SECTION 4 - SENIORITY

Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement. Seniority shall apply to employees older in service and in order of their seniority to the work available, providing qualified by mutual agreement. On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.

The provisions of the Civil Service Commission Rules and Regulations shall govern all promotions without regard to the provisions of this Agreement. The term "seniority", as used in this Agreement, shall apply to vacation preference, overtime assignments, layoffs from employment, and recalls to active employment provided the employee has the qualifications and ability to perform the required work. After satisfactory completion of the probationary period, an employee's seniority date shall be the employee's last date of hire.

SECTION 5 - HOLIDAYS

All employees covered by this Agreement who are not required to work shall receive full day's pay at their straight time rate of pay for the holidays listed below or days celebrated as such, regardless of the day of the week upon which such holiday shall fall:

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

If an employee works on a holiday, he shall be paid at a rate of double time for all hours worked on that day.

An employee, to be eligible for holiday pay, must first work the last scheduled working day before and the next scheduled working day after the holiday to receive holiday pay. The Department Head will have the sole authority to make exceptions to this rule if in his judgment, unusual circumstances dictate otherwise. When a holiday falls in a week during which an employee is on vacation, he shall receive the holiday pay. There shall be no days off in lieu of holiday pay.

SECTION 6 - VACATION

Employees who have been on the payroll one (1) year shall receive one (1) week vacation with pay.

Employees with two (2) years service shall receive two (2) weeks' vacation with pay.

Employees with five (5) years service shall receive three (3) weeks' vacation with pay.

Employees with twelve (12) years service shall receive four (4) weeks' vacation with pay.

Employees with twenty (20) years service shall receive five (5) weeks' vacation with pay.

Employees shall choose their first two (2) weeks' vacation in the order of their seniority.

The Department Head shall post a vacation schedule.

Employees who do not select their vacation shall receive vacation time assigned by the Department Head.

Employees whose anniversary date is effected during the vacation period shall receive vacation time according to their years of service.

Upon discharge by the Employer, or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

In order to exercise a seniority preference for vacation periods, Public Works-Highway employees shall be required to sign up for vacation before December 31st of each year. All highway personnel will take their vacation during the period between April 18th and the end of the second full week of November of each year. The Highway Department will be able to limit the number of employees on vacation at any one time.

Vacation period for the Parks Department shall be from August 1 to March 1. All new employees shall conform to the aforementioned vacation schedule. The above schedule shall prevail in all other instances.

SECTION 7 - SICK LEAVE

A. Employees absent from duty because of Workmen's Compensation causes shall not have a sick leave counted for this

absence. Sick leave shall be fifteen (15) days per year, cumulative to total days not used. After one hundred and five (105) days are accumulated, employees shall be paid for any additional sick days not taken at their request. In case of death, any accumulated sick days will be paid to an employee's spouse or estate. Non-used sick leave will be paid on retirement.

Employees out sick shall, on the first three (3) days, call by 7:15 A.M.

After the third (3rd) day out sick, notification must be given to the Department Head by a doctor. An employee punching out without approval of the foreman for illness, during a storm or an emergency will not be paid sick time during the balance of the day.

The City shall pay full sick pay for the first (1st) week of the employee's illness if the employee has earned sick days available. On all weeks after the first week of an illness, the City shall pay three (3) days full sick pay if the employee has earned sick days available. ~~The benefits paid when under the Teamsters Health Services and Insurance included in this contract shall fully compensate an employee each week for days of illness after the third day.~~

B. Sick Leave - Income Protection Plan

Employees hired after the effective date of the Arbitration Award dated April 16, 1980, and those employees who elected to be so covered, shall be covered by the following sick leave provisions:

It is recognized that from time to time an employee may be stricken with a disabling illness or injury which will prevent the employee from performing the requirements of the job. In such instances, it is the intention of the parties to minimize the financial impact of absence from work.

- (1) Effective July 1, 1979, each employee shall have accredited to his sick leave account the number of days, not to exceed one hundred and five (105), that were credited to the employee's account on June 30, 1979.
- (2) During the fiscal year beginning on July 1, 1979 and in each fiscal year thereafter, the employee shall be credited with ten (10) days towards the sick leave account for each completed year of service until such time as the account reaches a maximum of one hundred and fifty (150) days when the accumulation shall cease.

- (3) Employees who are absent due to a disabling illness or injury for five (5) or more days and who are under the care of a medical doctor, shall have such absence charged against the sick leave account and shall be paid for those days provided there are days still credited to the account.
- (4) Employees who are absent due to disabling illness or injury for periods of four (4) consecutive days or less, shall be paid for such days up to a maximum of eight (8) days each fiscal year. In the initial year of employment, these eight (8) days shall be earned by each employee at the rate of two-thirds (2/3rds) of a day for each month in which the employee works more than half of the scheduled working days. In each subsequent year of employment, the employee will be credited with eight (8) days of occasional sick days on July 1st of each year. If an employee does not use the sick days as provided for in this subparagraph, the unused days shall be credited to the sick leave account on June 30th of each fiscal year as provided in subparagraph (2) above at the rate of one and one-half (1-1/2) days for each unused day up to a maximum accumulation of one hundred and fifty (150) days.

C. Union Welfare Payments

All current and accumulated sick days shall be fully paid by the Employer unless the employee is entitled to Union Welfare Fund accident and health benefits, in such case the Employer agrees to make up the difference between such welfare payments and the employee's normal weekly remuneration. The employee's sick leave account will be charged one-half (1/2) day for each day the employee received benefits from the Union Welfare Fund.

D. Workmen's Compensation

Any employee absent from duty because of Workmen's Compensation causes shall not have his sick leave counted for this absence except that an employee will use accumulated sick leave for days not paid under Workmen's Compensation. If an employee so desires, he may opt to charge his sick day account for one-half (1/2) day sick pay if he elects to receive difference pay between Workmen's Compensation and his regular straight time pay.

SECTION B - FUNERAL LEAVE

Employees covered by this Agreement shall be granted up to three (3) days off with pay during a normal work week at their straight

time rate for eight (8) hours per day if a death occurs in his immediate family.

Immediate family may be defined as mother, father, brother, sister, child, grandparents, in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law), grandchildren. Five (5) days off with pay will be granted in the case of spouse. One (1) day funeral leave will be granted on the day of the funeral for first aunt and uncle.

SECTION 9 - LONGEVITY PAY

Employees with more than fifteen (15) years' service with the City of Danbury will have a longevity increment of One Hundred Dollars (\$100.00).

Employees with more than twenty (20) years' service shall receive One Hundred and Fifty Dollars (\$150.00). Payment to be made to the employee the first day of December each year.

SECTION 10 - EQUIPMENT

The Employer shall install heaters, defrosters, skid chains or equipment required by law on all trucks, including flares, backup lights, fire extinguishers, etc. All vehicles must have a first aid kit.

The City shall make arrangements to provide tool insurance for employees classified as Auto Mechanics for coverage against theft up to \$5,000 per covered employee with a \$250 deductible for each occurrence. The City shall pay the reasonable costs of such premiums provided employees continue to meet the requirements and conditions outlined in the policy of insurance.

Meal tickets presently used by the City for its employees shall be continued.

The City shall furnish and launder uniforms for its automotive mechanics.

All broken and worn out tools owned by the City shall be replaced by the Employer.

The City shall pay an allowance of Thirty-Five Dollars (\$35.00) yearly, to each mechanic who furnishes his own tools.

Coveralls shall be made available to automotive mechanics and issued from the department crib for use in exceptional circumstances. The number of coveralls purchased shall be equal to the number of automotive mechanics.

All employees of the Public Works - Highway Department shall be required to wear safety shoes during the working day. Employees shall purchase safety shoes of a style and type that meet OSHA standards and have been approved by the Employer. The Employer shall allocate Fifty Dollars (\$50.00) for each employee for the purchase of one pair of safety shoes per year from a supplier designated by the City. Replacements will be made yearly during the month of August except under unusual circumstances as determined by the Department Head.

Emergency Crew:

- A. Shall consist of one (1) foreman, one (1) laborer (L-I or L-II) plus anyone classified for driving (A-I, A-II, or Driver).
- B. Effective July 1, 1984, this emergency crew's premium shall be increased from Thirty-Five Dollars (\$35.00) to Forty Dollars (\$40.00) per week plus all hours worked according to the Agreement.
- C. Any employee, when on the emergency crew, who is not available when called for emergency work, will forfeit the four (4) hours' pay at one and one-half (1-1/2) or six (6) hours straight in lieu of Thirty-Five Dollars (\$35.00).

Any employee on the emergency crew who is unable to answer to emergency call and who can get someone with his same classification to stand by for him will not forfeit the standby pay. He must notify emergency crew foreman of the change. Replacement will be paid for any hours he works, if any.

The Department Head, with the mutual agreement with the Union, will decide who is qualified for the emergency crew.

Public Works - Highway Department

Full-time employees of the Highway Department who were employed as laborers on June 30, 1979 shall continue to be assigned as a "second man" on each truck when used for snow plowing and sanding. The practice of assigning laborers as a "second man" will be discontinued by attrition or promotion to the truck driver or other higher rated classifications. Nothing herein shall prevent the assignment of a second man at the discretion of the Superintendent of Highways.

SECTION 11 - ACCESS TO JOBS, RECORDS AND TIME RECORDS

Authorized representatives of the Union shall have free access to the Employer's establishments, or any job site where employees subject to the terms of this Agreement are employed, during

working hours for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. Such authorized representatives of the Union shall have the right to inspect time cards and payroll records of the individuals involved for the same purposes and representatives of the Health Services and Insurance Plan shall have the right to audit such records to determine whether or not the Employer has complied with the terms of this Agreement and/or the rules and regulations of such Plan.

SECTION 12 - BULLETIN BOARDS

The Employer agrees that it will provide suitable bulletin boards in conspicuous places, where the employees are employed, for the posting of information of interest to the employees subject to this Agreement. Employees will not deface or destroy notices placed on bulletin boards. Violators will be suspended.

SECTION 13 - HEALTH SERVICES AND INSURANCE PLAN

The City of Danbury agrees to pay the following amount to the Health Services and Insurance Plan A-8 of Local Union 677.

Effective July 1, 1982 - \$0.87 per hour
Effective July 1, 1983 - 0.95 per hour
Effective July 1, 1984 - 0.99 per hour

Payments shall be based on forty (40) hours worked. Payments shall be made from the first hour of employment for all classified employees and for unclassified employees who are members of the Union not on withdrawal at the time of their employment with the City of Danbury for work covered by this Agreement. Payments shall be made from the ninety-first day of employment for all other unclassified employees covered by this Agreement.

For the purpose of this subparagraph, each hour paid for, figured to the nearest quarter (1/4) hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months. All contributions shall be made at such time and such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purposes of determining

the accuracy of contributions of the Health Services and Insurance Plan.

The Employer and Union, which are signators hereto, ratify the designation of the Employer and employee Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees with the scope of their authority.

SECTION 14 - GRIEVANCES

This procedure is established to seek an equitable resolution of problems that arise as a result of an Employer-employee relationship within the aforementioned departments.

Purpose:

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

A grievance, for the purpose of this procedure, shall be considered to be employee complaints concerned with:

1. Discharge, suspension or other disciplinary action.
2. Charges of favoritism or discrimination.
3. Matters relating to the interpretation and application of sections in this Agreement.

Procedure:

Step 1.

Within six (6) working days of the aggrieved action or event, the grieved employee or employees must present the grievance to the Steward and the Department Head, or his representative, in writing, specifying the nature of his grievance and the section of the contract he claims to be violated. If a satisfactory adjustment is not effected with a representative of the Employer in six (6) working days, the Steward-employee shall submit such written grievance to the Union's business representative.

Step 2

Within five (5) working days thereafter, the business representative shall then take the matter up with the Department Head, or his representative with authority to act on such grievance, and a decision therein must be given to the business representative within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event the business representative shall be of the opinion

that an employee grievance is without merit, the Local Union shall not be required to process the matter any further, and he shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

Step 3

If Step 1 and Step 2 hereto have been complied with and settlement of a grievance has not been effected, the matter shall be submitted to the Connecticut State Board of Mediation and Arbitration.

The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties.

A Department Head shall have the right to determine all matters concerning work activities, management and administration that he deems necessary for the best interests of his department and the City of Danbury.

SECTION 15 - WAGES

A. The City shall pay the following rates:

Classifications	Effective 7/1/82 Per Hour	Effective 7/1/83 Per Hour
Highway Division		
Laborers I	\$7.08	\$7.58
Laborers II	7.36	7.86
Laborers II/Mason when doing Mason work	7.39	7.89
Automotive Equip. Oper. I	7.21	7.71
Automotive Equip. Oper. II	7.54	8.04
Automotive Equip. Oper. III (Includes Refuse Equip. Oper.)	7.76	8.26
Secretary Dispatch	7.54	8.04
Truck Driver	7.30	7.80
Truck Driver (Ten-wheeler)	7.58	8.08
Tree Climber Operator	7.54	8.04
Tree Worker	7.21	7.71
Tree Worker - Groundsperson	7.08	7.58
Gatekeeper	6.77	7.27
Foreman (during first two years)	7.99	8.49
Foreman (after two years)	8.52	9.02
City Weighter	6.06	6.56
Equipment Maintenance Division		
Mechanic	7.76	8.26
Parts Clerk	7.42	7.92

Parks Dept. and Airport Maintenance

Parks Maintainer	7.29	7.79
Foreman (during first two years)	7.51	8.01
Foreman (after two years)	8.05	8.55
Airport Foreman (during 1st 2 yrs)	7.80	8.30
Airport Foreman (after 2 yrs.)	8.34	8.84
Airport Equipment Operator	7.54	8.04
Airport Maintainer	7.54	8.04
Airport Security Guard	7.01	7.51

- B. At the option of the Employer, the starting rate for new employees shall be one dollar and fifty cents (\$1.50) per hour under the rates listed above. After the first ninety (90) days worked in employment, the employee shall advance seventy-five cents (75¢) per hour. After six (6) months worked in employment, the employee shall advance to the hourly rate for his classification as listed above.
- C. (1) Employees who are assigned to work in the Equipment Maintenance Division classifications, shall be paid an additional experience premium for each hour in which the employee continues to perform work in those classifications in accordance with the following schedule:
- (a) For each hour worked beginning with the date on which the employee completes two years of continuous service, in the Equipment Maintenance Division classifications, a premium of fifty-four cents (54¢) per hour.
 - (b) For each hour worked beginning with the date on which the employee completes three (3) years of continuous service, in the Equipment Maintenance Division classifications, a premium of eighty cents (80¢) per hour.
 - (c) For each hour worked beginning with the date on which the employee completes four (4) years of continuous service, in the Equipment Maintenance Division classifications, a premium of one dollar and seven cents (\$1.07) per hour.
 - (d) For the purposes of calculating experience premiums for subparagraph (a) above only, all employees who were classified in the Equipment Maintenance Division classifications on January 1, 1981, shall be deemed to have completed two (2) years of service beginning July 1, 1981. Premiums under subparagraphs (b) and (c) above, shall be paid in accordance with the employee's actual

length of continuous service in the Equipment Maintenance Divisions classifications.

SECTION 16 - JURY DUTY

If an employee must serve on jury duty, the City will pay the difference between the jury duty pay and his normal weekly earnings, but in no event shall the difference exceed forty (40) hours per week.

SECTION 17- MANAGEMENT RIGHTS

The City retains all rights it had prior to the signing of this contract except as such rights are specifically relinquished or abridged by this contract.

SECTION 18 - PENSION PLAN

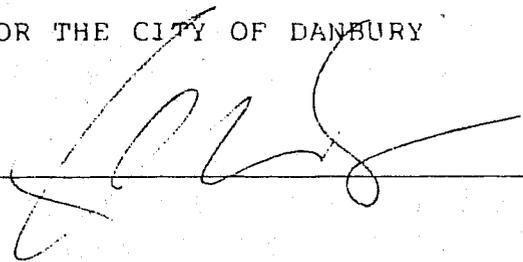
The City agrees to continue in effect the terms of the present pension plan for the duration of this agreement except as it may be modified by mutual agreement of the parties.

SECTION 19 - DURATION AND TERMINATION

With the exception of Section 15 which shall be reopened for wages for the period of July 1, 1984 through June 30, 1985 and Section 18, this agreement shall remain in full force and effect until 12:01 A.M., July 1, 1985, and shall be considered automatically renewed for successive periods of one (1) year, unless either party shall give written notice to the other party at least one hundred twenty (120) days prior to such expiration date of a desire to amend or terminate this agreement.

TEAMSTERS LOCAL UNION NO. 677, AN
AFFILIATE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN &
HELPERS OF AMERICA

FOR THE CITY OF DANBURY



8/5/82
Date

George Lamontagne
Business Representative

Catherine M. Thompson
Witness

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the City of Danbury and Local 677 of the International Brotherhood of Teamsters details those changes agreed upon between the parties to Section 15 - Wages of the contract governing hours, wages and conditions of employment for employees in the Department of Public Works - Highway, Parks and Airport Maintenance Department.

These changes shall be incorporated into the present contract as Appendix "A" as soon as practical after ratification by both parties.

The wage schedule included in Appendix "A" is for the period July 1, 1984 through June 30, 1985, and makes this contract whole.

APPENDIX "A"

Amend Section 15 - Wages to read:

A. The City shall pay the following rates:

Classifications

	Effective 7/1/84 Per Hour
Highway Division	
Laborers I	\$8.17
Laborers II	8.47
Laborers II/Mason when doing Mason work	8.51
Automotive Equip. Oper. 1	8.31
Automotive Equip. Oper. II	8.67
Automotive Equip. Oper. III (Includes Refuse Equip. Oper.)	8.90
Secretary Dispatch	8.67
Truck Driver	8.41
Truck Driver (Ten-Wheeler)	8.71
Tree Climber Operator	8.67
Tree Worker	8.31
Tree Worker - Groundsperson	8.17
Gatekeeper	7.84
Foreman (during first two years)	9.15
Foreman (after two years)	9.72
Weighmaster	8.41
Equipment Maintenance Division	
Mechanic	8.90
Parts Clerk	8.54

Parks Dept. and Airport Maintenance

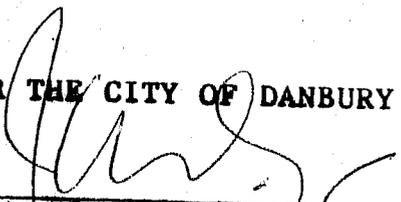
Parks Maintainer	8.40
Foreman (during first two years)	8.63
Foreman (after two years)	9.22
Airport Foreman (during 1st 2 years)	8.95
Airport Foreman (after 2 yrs.)	9.53
Airport Equipment Operator	8.67
Airport Maintainer	8.67
Airport Security Guard	8.10

- B. At the option of the Employer, the starting rate for new employees shall be one dollar and fifty cents (\$1.50) per hour under the rates listed above. After the first ninety (90) days worked in employment, the employee shall advance seventy-five cents (75 cents) per hour. After six (6) months worked in employment, the employee shall advance to the hourly rate for his classification as listed above.
- C. (1) Employees who are assigned to work in the Equipment Maintenance Division classifications, shall be paid an additional experience premium for each hour in which the employee continues to perform work in those classifications in accordance with the following schedule:
- (a) For each hour worked beginning with the date on which the employee completes two years of continuous service, in the Equipment Maintenance Division classifications, a premium of fifty-eight cents (58 cents) per hour.
 - (b) For each hour worked beginning with the date on which the employee completes three (3) years of continuous service, in the Equipment Maintenance Division classifications, a premium of eighty-six cents (86 cents) per hour.
 - (c) For each hour worked beginning with the date on which the employee completes four (4) years of continuous service, in the Equipment Maintenance Division classifications, a premium of one dollar and fifteen cents (\$1.15) per hour.
 - (d) For the purposes of calculating experience premiums for subparagraph (a) above only, all employees who were classified in the Equipment Maintenance Division classifications on January 1, 1981, shall be deemed to have completed two (2) years of

service beginning July 1, 1981. Premiums under subparagraphs (b) and (c) above, shall be paid in accordance with the employee's actual length of continuous service in the Equipment Maintenance Divisions classifications.

If parties are in agreement please signify with appropriate signatures.

FOR THE CITY OF DANBURY

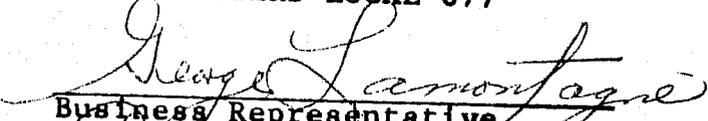


Mayor James E. Dyer

Date

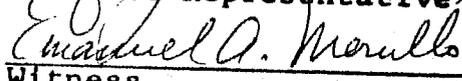
August 8, 1984

FOR TEAMSTERS LOCAL 677



Business Representative

Witness



Emmanuel A. Merullo

TEAMSTERS LOCAL UNION No. 677

AFFILIATIONS

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA.

EASTERN CONFERENCE OF TEAMSTERS

TEAMSTERS' JOINT COUNCIL No. 04
NEW HAVEN, CONN.

ANTHONY BOCCI
Secretary-Treasurer

PERLEY ROSSIGNOL
President and Business Agent

PAT SCHEFILLI
Vice-President and Business Agent

GEORGE LAMONTAGNE
Business Agent and Recording Secretary

1871 BALDWIN STREET
WATERBURY, CONN. 06706
TELEPHONE 203-763-3121



LOCAL UNION No. 677
ORGANIZED 1938

PATRONIZE FIRMS EMPLOYING DRIVERS
WHO WEAR THIS BUTTON

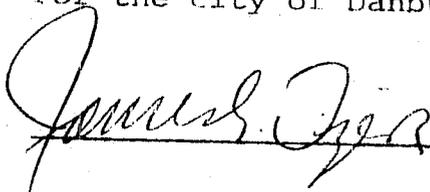
MEMORANDUM OF AGREEMENT

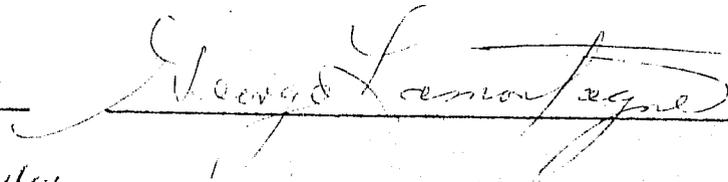
This Agreement reached between the City of Danbury and Teamsters Local Union No. 677 on behalf of the employees of the Danbury Highway Department shall be added to Section Six (6) of the current Agreement (July 1, 1982 through June 30, 1985):

One (1) employee from each of the four (4) classifications (Operators, Mechanics, Drivers, and Laborers) shall be allowed to take his vacation from the second (2nd) week in November through April 18th.

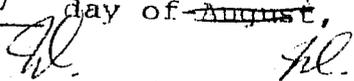
For the City of Danbury:

For Teamsters Local Union No. 677





Signed this 28th day of July, 1983



TEAMSTERS LOCAL UNION No. 677

AFFILIATIONS

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA.

EASTERN CONFERENCE OF TEAMSTERS

TEAMSTERS' JOINT COUNCIL No. 64
NEW HAVEN, CONN.

ANTHONY BOCCI
Secretary-Treasurer

PERLEY ROSSIGNOL
President and Business Agent

PAT SCHIFILITI
Vice-President and Business Agent

GEORGE LAMONTAGNE
Business Agent and Recording Secretary

1871 BALDWIN STREET
WATERBURY, CONN. 06706
TELEPHONE 803 763-3121



LOCAL UNION No. 677
ORGANIZED 1935

PATRONIZE FIRMS EMPLOYING DRIVE
WHO WEAR THIS BUTTON

August 31, 1981

Mr. Edward Mitchell
P. O. Box 195
Ridgefield, Connecticut 06877

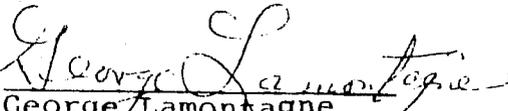
Dear Ed,

At a meeting held March 11, 1981 at the Danbury City Hall with Mr. Garamel and Mr. Fusek in attendance, it was agreed that in addition to your letter dated February 20th, 1981 with regards to sick leave, a memo would be sent to all concerned. The agreement reached that at the end of a fiscal year; when and if an employee has occasional sick leave days left, this would be credited to his or her long term sick leave account, at the rate of one and a half (1½) days each. This would occur each June 30th. At the start of a new fiscal year, the employee would be immediately credited with eight (8) occasional sick leave days. This was established to protect an employee who may have been hired in August and did not use any occasional sick leave days; the results being that the following August he would have only two-thirds (2/3) of a day available.

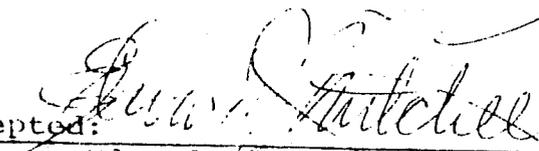
Trust this will make it much easier for the payroll department to expedite matters in the future.

If these understandings reflect the agreements of the parties on these matters, please indicate your acceptance by signing on the line indicated and return one signed copy to me.

Very truly yours,


George Lamontagne
For Teamsters Local Union No. 677

Accepted:


Edward Mitchell
For the City of Danbury

TEAMSTERS LOCAL UNION No. 677

AFFILIATIONS

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Business Agent and Recording Secretary

1871 BALDWIN STREET
WATERBURY, CONN. 06706
TELEPHONE 203-763-3121



LOCAL UNION No. 677
ORGANIZED 1928

PATRONIZE FIRMS EMPLOYING DRIVERS
WHO WEAR THIS BUTTON

MEMORANDUM OF UNDERSTANDING

It is understood that when an employee is called into work on a holiday other than his normally scheduled shift, the rate of pay shall be time and one half (1½) for hours worked plus the holiday pay.

When anyone works in a higher classification for more than one (1) day in succession he will receive the higher rate.

When anyone is assigned to work in a higher classification other than in an emergency situation, he shall be paid the higher rate from the first day.

For Teamsters Local Union No. 677

For the City of Danbury

George Lamontagne
Business Representative

Daniel H. Jaramella

Dated: June 11, 1983

MEMORANDUM OF AGREEMENT

City of Danbury/Building Maintenance Department

This Memorandum of Agreement is entered into between the City of Danbury (the City) and Teamsters Union, Local 677 (the Union) for the purpose of setting forth agreed upon changes to the Collective Bargaining Agreement between the parties which changes shall be effective retroactively to July 1, 1985, unless otherwise stated, and shall be incorporated into the present agreement after ratification by both the Union and the City.

The agreed upon changes are as follows:

Article 5 - Holidays

Delete: "Friday after Thanksgiving" from the list of holidays.

Amend the first sentence in the second paragraph to read:

"If an employee works on a holiday, he shall be paid time-and-a-half (T 1/2) for any and all hours worked in addition to his holiday pay."

Article 6 - Vacations

"B" Amend to read:

Employees hired on or after May 1, 1983 are entitled to vacation periods with pay each calendar year as follows.

Each employee who has or will have one (1) but less than two (2) completed years of service on December 31st shall receive one (1) week vacation with pay.

Each employee who has or will have two (2) but less than five (5) years of service on December 31st shall receive two (2) weeks vacation with pay.

Each employee who has or will have five (5) but less than twelve (12) years of service on December 31st shall receive three (3) weeks vacation with pay.

Each employee who has or will have twelve (12) but less than twenty (20) years of service on December 31st shall receive four (4) weeks vacation with pay.

Each employee who has or will have twenty (20) years of service on December 31st shall receive five (5) weeks vacation with pay.

Each employee who has or will have twenty (20) years of

service on December 31st shall receive five (5) weeks vacation with pay.

"C" Amend to read:

Years of service will be based on the employee's anniversary date. Therefore, an employee who is terminated prior to the employee's anniversary date in the same calendar year will be entitled to the fraction of the vacation to which the employee would normally be entitled under the provisions of the preceding Section "B".

Article 7 - Health and Welfare Benefits

"B" Amend the first paragraph to read:

Health Services and Insurance Plan. The City of Danbury agrees to pay the following amount to the Health Services and Insurance Plan A-9 of Local Union 677.

Effective July 1, 1985 - \$1.47
Effective July 1, 1986 - \$1.63
Effective July 1, 1987 - \$1.78

Article 8 - Authorized Absences

"C - Personal Day" - Amend the first paragraph to read:

A member of the unit shall be entitled to take two (2) days of leave with pay to attend to personal or legal business, household or family matters. Except in cases of emergency, notice must be given to the Director of Public Works, or his/her designee, not less than forty-eight (48) hours in advance.

Article 12 - Classifications and Wages

	(6%) 7/1/85	(\$.52) 7/1/86	(5%) 7/1/87
Foreman	10.57	11.09	11.64
Mechanic III	9.59	10.11	10.62
Mechanic II	9.38	9.90	10.40
Mechanic I	8.28	8.80	9.24

"A" - Amend to read:

Effective July 1, 1985, employees who have a recognized, test-based, state license in a skilled trade related to building maintenance work shall receive a premium of \$.85 per hour. Employees having a state certificate related to building maintenance work

shall receive a premium of \$.35 per hour. No employee may receive more than one such premium.

Effective July 1, 1986, the above referenced premiums shall be increased by fifteen cents (\$.15) per hour to one dollar (\$1.00) per hour and fifty cents (\$.50) per hour respectively.

"E" - Amend to read:

All employees shall be required to wear safety shoes during the working day. Employees shall purchase safety shoes of a style and type that meet OSHA standards and have been approved by the employer. The employer shall allocate sixty dollars (\$60.00) for each employee for the purchase of one pair of safety shoes per year from a supplier designated by the City. Replacements will be made yearly during the month of August except under unusual circumstances as determined by the Department Head.

"F" - (New)

Effective July 1, 1985, the night differential will be \$.35 per hour.

Effective July 1, 1986, the night differential will be \$.40 per hour.

Effective July 1, 1987, the night differential will be \$.45 per hour.

"G" - (New)

The City will provide the Union with a seniority list quarterly.

Signed this _____ day of _____, 1985.

For the Union

For the City of Danbury

George Lamontagne
Business Rep., Teamsters

Emanuel A. Merullo
Director of Personnel

Date



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo
Director of Personnel

JAMES E. DYER, MAYOR

PERSONNEL DEPARTMENT
(203) 797-4598

TO: Honorable James E. Dyer, Mayor
Honorable Members of the Common Council

FROM: Manny Merullo, Director of Personnel *EMM*

DATE: September 26, 1985

The City of Danbury and the Danbury Municipal Employees' Association have come to an agreement on amendments to the collective bargaining agreement now in effect. (Copy enclosed.)

The D.M.E.A. requested an amendment to Section XI - Medical Coverage and Unspecified Benefits which would provide increased health and life insurance coverage for retirees.

The City requested in return the deletion of the Merit Pay Plan. The experience of the last few years caused the City to reassess the effectiveness of the Merit Pay Plan. It was concluded that the negative results of the plan far outweighed the benefits and actually had an adverse effect on the general work environment.

The City did budget \$25,000 for the Merit Pay Plan. The maximum cost to the City to implement this new agreement for retiree benefits is less than \$8,000 for this year.

I am, therefore, requesting the Mayor and the Common Council to approve this Memorandum of Agreement.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

October 10, 1985

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Agreement between the City of Danbury and the Danbury Municipal Employees Association.

Members Present: E. Boynton, T. Skoff, L. Charles.
Also present were: E. Merullo, Director of Personnel and J. P. Edwards, Director of Finance.

The reasons for the re-negotiations of the existing contract were discussed and the current effect on the budget as well as some effect in future budgets.

A motion was made by Councilman Charles and seconded by Councilwoman T. Skoff to recommend to the Council as a whole, the adoption of this agreement. Motion passed.

Respectfully submitted

Ernest Boynton Chairman

Thora Skoff

Louis T. Charles



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

October 10, 1985

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

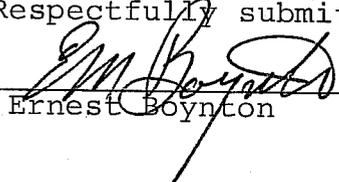
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Respectfully submitted



Ernest Boynton

Chairman

Thora Skoff



Louis T. Charles

MEMORANDUM OF AGREEMENT

between

The City of Danbury and the Danbury Municipal Employees' Association

Section X - Wages

Paragraph "G" - Amend to read:

Employees will be evaluated each year by their immediate supervisors and the appraisal form will be reviewed with the employee by the supervisor and department head where appropriate. Use of the evaluating instrument and the process for implementation will be consistent with established procedures approved by the City and the D.M.E.A.

Section XI - Medical Coverage and Unspecified Benefits

Paragraph "C" - Amend to read:

Effective the first day of the month following the signing of this agreement, the City of Danbury will continue to pay health and life insurance premiums according to the following terms and conditions for members of the D.M.E.A. who retired after January 1, 1985.

1. Any employee receiving pension benefits upon retiring after twenty (20) or more years of service and any employee 62 years of age or more and receiving pension benefits after fifteen (15) or more years of service shall be entitled to the same paid medical coverage (excluding dental coverage) for himself or herself and for his or her dependents (as defined in the insurance contract) in the amount to which the pensioner was entitled on the last day of his or her employment with the City. Upon the death of the pensioner, the City shall continue to provide the same paid medical coverage to the surviving spouse for as long as he or she receives pension benefits. Upon termination of such pension benefits, the surviving spouse may continue the medical coverage provided for herein at his or her own expense.
2. Any employee receiving pension benefits upon retiring after at least ten (10) years of service shall be entitled to the same paid medical coverage (excluding dental coverage) to which he or she was entitled on the last day of his or her employment with the City. Similar medical coverage for the spouse of the pensioner shall be available during the lifetime of said spouse at his or her own expense.

3. Any employee 65 years of age or more and receiving pension benefits upon retiring after at least five (5) years of service shall be entitled to paid major medical coverage provided that the pensioner maintains coverage under Medicare A and Medicare B or their equivalent. Similar medical coverage for the spouse of the pensioner shall be available during his or her lifetime at his or her own expense provided that the said spouse maintains coverage under Medicare A and Medicare B or their equivalent.
4. An employee who receives a pension upon retiring shall be entitled to paid term life insurance coverage according to the following schedule:

Years of Service	Face Value of Policy
A minimum of 5 yrs. and less than 10 yrs.	\$2,500.00
A minimum of 10 yrs. and less than 15 yrs.	5,000.00
A minimum of 15 yrs. and less than 20 yrs.	7,500.00
20 or more years	10,000.00

Section XIII - Part-Time Employees

Delete Paragraph "C".

FOR THE CITY OF DANBURY

FOR THE D.M.E.A.

James E. Dyer
Mayor

Joel Romanelli
Acting President, D.M.E.A.

Emanuel A. Merullo
Director of Personnel

Witness

Date

AGREEMENT

between

THE CITY OF DANBURY, CONNECTICUT

and

THE DANBURY MUNICIPAL EMPLOYEES'
ASSOCIATION, INC.

July 1, 1984 to June 30, 1986

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This Agreement made and entered into this first day of July, 1984, by and between the City of Danbury and The Danbury Municipal Employees' Association, Inc.:

SECTION I - RECOGNITION

The City of Danbury recognizes and acknowledges that the Association, its duly authorized agents, representatives and successors, is the exclusive bargaining agent for the employees in the departments hereinafter referred to in this Agreement between the City of Danbury and The Danbury Municipal Employees' Association, Inc.

SECTION II - ASSOCIATION SECURITY

All members of the classified service of the City of Danbury, who are members of the Association on the effective date of this Agreement, shall remain members of the Association in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment. Future full-time employees who are hired or work in the classifications specified herein shall become, and remain, members in good standing by payment of the required regular monthly dues of the Association on the 31st day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement. Section XIII of this Agreement covers those provisions governing part-time employees subject to this Agreement.

SECTION III - SENIORITY

A. In General

Seniority for employees governed by this Agreement shall be defined as the period of employment with the employer in the work covered by this Agreement. Seniority shall apply at times of layoffs from employment and recalls to active employment. Employees older in line of service shall be given preferential consideration to the work available, provided there is mutual agreement that they are qualified to do the work.

B. Seniority Roster

At the beginning of each contract year, the City shall furnish to the Secretary of the Association a list of its employees covered by this Agreement in order of seniority, together with the employees' current salaries.

SECTION IV - WORKING CONDITIONS

A. Hours of Work

1. Clerical and Administrative Departments

The normal work week shall not be less than thirty-five (35) hours nor more than forty (40) hours per week.

The normal work day shall not be less than seven (7) hours nor more than eight (8) hours per day.

Any exception to the normal work schedule must have the mutual approval of the City and the D.M.E.A.

2. Part-Time Employees

When the services of an employee are not needed on a full time basis, the appointing authority may appoint any employee to serve on an intermittent hourly, daily, weekly or monthly basis.

B. Attendance

No employee in the classified service shall be paid unless he is at work, or, in accordance with the conditions outlined in these rules, is authorized to be absent therefrom. Every employee shall notify his department head or supervisor, whenever possible, of his inability to report for work and the reason for such absence. Continued failure by an employee to conform with the requirements of attendance (such as unauthorized absence or chronic tardiness) shall be reported to the Personnel Department and shall be made part of the employee's service record and he may be subject to disciplinary action by the appointing authority. Each department shall keep daily attendance records of classified and unclassified employees and shall submit reports of attendance to the Personnel Department as required.

C. Overtime

Overtime work shall be defined as the required and authorized performance of work in excess of the established work schedule. Overtime shall be worked only after it has been authorized by the department head and should be compensated by cash in all cases. Compensation for overtime work for all classified employees shall be determined in the following manner:

1. Overtime work performed over the scheduled work week of 35 or 40 hours shall be compensated for by time and one-half.

D. Holidays

The following are official holidays for employees in the

classified service:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

-- or the day celebrated as such. Any holiday falling on a Sunday shall be observed on the following Monday, and a holiday falling on a Saturday shall be observed on the preceding Friday.

1. Exceptions:

- a. No emergency or temporary employees shall be granted time off with pay except for those holidays which occur after said employee has completed ninety days of continuous employment just prior to the date of the holiday.
- b. Any part-time employee shall be granted time off with pay if the holiday falls on the day when he would normally have been scheduled to work. The pay he receives shall be for the number of hours he would normally have been scheduled to work.
- c. Employees normally scheduled to work on Saturday and/or Sunday will be paid for any day on which they would normally be scheduled to work, but are deprived from doing so because their department has been closed by executive order. Example: Library workers are scheduled to work Sundays. On Easter Sunday the library is closed. The employees affected will be paid for the day, despite the fact that Easter is not a paid holiday according to contract.

E. Special Time Off

Whenever it appears desirable, in the best interest of the City and its employees, to allow collective absence from duty, the administrative authority may authorize department heads to excuse employees at a stated time, provided that enough employees remain on duty to maintain contact with the public and carry on crucial work. Employees in affected departments who are required to work when other employees are so excused shall be given compensatory time off (at straight time) for this service.

F. City Examinations

Employees shall be allowed time off without loss of pay for the purpose of taking City Merit System examinations at the

appropriate location, provided due notice is given to the department head.

SECTION V - LEAVE REGULATIONS

A. Vacation Leave

All classified employees shall accrue vacation leave for continuous service from the date of initial employment, but they are not credited with or eligible to use such leave until they have completed the probationary period and receive permanent appointment.

NOTE: "Six months continuous service" shall be interpreted throughout this Section as "one hundred twenty-five (125) days worked."

1. Vacation accrual shall be:

- a. One calendar week after six (6) months continuous service.
- b. Two calendar weeks after one (1) year continuous service.
- c. Three calendar weeks after five (5) years continuous service.
- d. Four calendar weeks after eleven (11) years of continuous service.
- e. Five calendar weeks after seventeen (17) years of continuous service.

Vacations shall be taken on a fiscal year basis and qualifying time shall be during the fiscal year (that is, if 6 months service is completed during the fiscal year, then one week may be taken during that period; if one year service is completed during the fiscal year, then two weeks may be taken during that period, etc.)

2. Use Of

Vacation leave shall be discharged during the fiscal year except that an employee may request in writing that the appointing authority grant accumulation of not more than five working days to the next year. Such days must be discharged during the next fiscal year.

3. Application

- a. Vacation leave must be applied for by the employee and is subject to approval by the department head and/or appointing authority. Within each department certain periods of the year may be

withheld as a non-vacation period. In the case of conflict, department seniority shall be in effect.

- b. Vacation pay shall be paid in advance of vacation where sufficient advance notice of vacation has been given to the employee's department head.

4. Holiday

A holiday occurring during the vacation of any employee shall be recorded as a holiday, and not a day of leave.

5. Termination

When the service of a permanent employee shall be terminated by resignation, death, dismissal, or otherwise, he or his account shall be credited with the amount of pay based on earned leave. Accrued vacation, with the exception of vacation carried over under Subsection 2 above, shall be paid in case of all terminations, except discharge for cause.

6. Pro-rated Vacation

Pro-rated vacation for employees who terminate their employment before the start of a new vacation period shall be:

- a. For employees hired prior to July, 1971, vacation shall be pro-rated from July 1st to the date of termination.
- b. For employees hired after July 1, 1971, vacation shall be pro-rated from anniversary of date of employment to date of termination.

7. Leave of Absence Without Pay

No leave shall accrue for any period in which an employee is on leave of absence without pay.

B. Sick Leave

1. All classified employees hired before July 1, 1979, shall accrue sick leave for continuous service from date of initial employment, but they are not credited with or eligible to use such sick leave until they have completed the probationary period and receive permanent appointment.

- a. Sick leave shall be fifteen (15) days per year (1 1/4 days per month) and shall accumulate from year to year to a total of one hundred fifteen (115) days. After 115 days have been accumulated, employees shall be paid at their request for any

additional sick days not taken. Reimbursement for these days shall be at full pay at the rate when the days were earned. The request for payment of the unused sick days must be made not later than the end of the third month of the following fiscal year, otherwise unused sick days will accumulate until retirement or until used for sickness (see paragraph "b" below). Upon retirement any accumulated sick days not taken shall be paid to the employee at their then current rate of pay, provided the employee receives immediate pension benefits. In the case of death of the member before retirement, any accumulated sick days will be paid to his or her spouse or estate at 100% reimbursement at his current rate of pay.

b. If an employee is terminated:

(i) For cause, he shall receive no payment for accrued sick leave.

(ii) By resignation he shall receive no payment for accrued sick leave. However, if the employee is re-employed on a permanent basis within one calendar year from the date of his resignation, he shall be credited with the amount of sick leave accrued to his credit on the effective date of his resignation.

c. Notification

Failure on the part of an employee to notify his department head promptly of his absence due to sickness may be cause for denial of sick leave privilege. A physician's certificate or other satisfactory evidence in support of any request for sick leave with pay covering an absence of more than three consecutive working days will be required at the discretion of the department head.

d. Holiday

A holiday occurring during approved sick leave shall be recorded as a holiday and not as a day of leave, except that this provision shall not apply for leaves taken under paragraph "2.e." of this Section.

e. Leave of Absence Without Pay

No sick leave shall accrue for any period in which an employee is on leave of absence without pay.

f. Use of Sick Days

Employees who request pay for fractional portions of sick days shall be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day up to one full day.

2. Employees who are hired after July 1, 1979, and employees who were hired prior to July 1, 1979, but who have expressed their option, prior to June 1, 1979, to be governed by the sick leave program outlined in this subparagraph 2, in lieu of the sick leave provisions contained in subparagraph "1", shall be eligible for the following sick leave benefits:

- a. Employees hired before July 1, 1979, who elected to be covered by these provisions shall have credited to their account on July 1, 1979, the same number of accumulated sick leave days as they were entitled to on June 30, 1979. These days shall not be increased in number in the future but may be used as provided in other paragraphs of this Section.
- b. An occasional leave for sickness or accident (not job related) shall mean any absence for such reason of five or less consecutive work days.
- c. Employees who are unable to work due to illness shall notify their department head or his designee within one (1) hour of their regular starting time.
- d. For employees with more than six (6) months of continuous service, occasional days of absence due to injury or illness shall be paid to a total of ten (10) days of paid absence in any one fiscal year upon the approval of the department head. Any absences in excess of ten paid days shall only be paid if the department head specifically requests and the Mayor approves. Employees hired prior to July 1, 1979, who are governed by this subparagraph 2 and who request pay for fractional portions of sick days shall be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day up to one full day.
- e. Employees with less than six months of continuous service may be paid for such absences only when the department head specifically requests such payment and the Mayor approves.
- f. An extended leave of absence for sickness or

injury (not job connected) shall mean any absence for such reasons of more than five consecutive working-days.

(i) Short Term Disability. For employees with six months of continuous service, the first five working days of such absence shall be with continuation of normal pay if approved by the department head. If the department head does not approve all or part of the five working days, the employee, at his option, may use all or part of the unused occasional days for the unpaid portion of the five working days or may make use of days accredited to his account provided in paragraph "a" of this Section.

After the first five consecutive working days of absence and continuing up to six months from that date, the employee shall receive sixty-six and two-thirds percent (66 2/3%) of base pay on a regular weekly basis.

(ii) Long Term Disability. For employees with six months continuous service, after six months of absence and up to normal retirement date, the employee shall receive fifty percent (50%) of base pay on a weekly basis inclusive of Social Security, pension and disability benefits from other programs to which the employer contributes. The terms and provisions of the contract of insurance shall govern the employee's eligibility for long-term disability benefits.

g. Employees hired before July 1, 1979, who elect the optional sick plan under this Section may elect to receive full pay during the periods of disability but shall be charged for one-half day for each day of full pay against the accumulated total provided in paragraph "a" of this Section.

(i) Upon retirement or death before retirement, unused accumulated sick days shall be paid in accordance with the provisions of Section V, B.1.a.

h. Employees who request pay for fractional portions of sick days shall be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day up to one full day.

C. Civil, Emergency and Special Leave

An employee shall be given time off without loss of pay, annual leave or sick leave when:

1. Death in the Family

- a. In the event of death of a spouse, child, mother or father, up to five (5) working days shall be granted as funeral leave.
- b. Up to three working days shall be granted in the event of death of a sister, brother, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any relative who is domiciled in the employee's home.
- c. One day leave shall be granted for the funeral of first aunts or uncles, nieces or nephews.

2. Court Appearances

Summoned to appear as a witness before a court, grand jury or other public body or commission.

3. Emergency Duty

Performing emergency civilian duty in relation to national defense.

4. Examinations

Participating in the City Merit System examination on a regular work day or taking a required examination pertinent to employment for the City.

5. Other Use Of

The appointing authority may authorize time off for a reasonable purpose, such as seminars, lectures and other educational purposes where the City may benefit.

6. Extreme Situations

Unless otherwise directed, each employee is expected to report to work on every scheduled work day. If all or part of a scheduled work day is cancelled by the City due to snow, or in other extreme situations, employees will be compensated unless an employee is on vacation or has called in sick, in which event the employee will be charged with one full sick day or one full vacation day. Employees who make no reasonable attempt to get to work will not receive pay for that day.

7. Official Union Business

No more than four designated union officials shall be permitted reasonable time off from work with pay to attend grievance, negotiating or State Labor Board proceedings conducted at City Hall at which City representatives are in attendance.

D. Military Training Leave

An employee in the classified service, who, by reason of membership in the United States Military, Naval or Air Reserve or in the Connecticut National Guard or Naval Reserve, is required by the appropriate authorities to participate in training activities or in active duty, shall be granted military leave not to exceed fifteen days in any one calendar year, and shall receive for such a period the amount of pay, less any payment received for military service other than expenses, equal to his regular salary. Should the employee be required to participate in such training activities for a period greater than fifteen days, he shall continue to accrue annual and sick leave credits. Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one day or training periods generally of the members of the respective armed services.

E. Leave Without Pay

1. For Five Days or Less

A leave of absence without pay not to exceed five consecutive work days at one time may be granted to any employee when requested in writing and approved by the department head and appointing authority. The maximum cumulative periods of such leave shall not exceed thirty working days in any twelve month period.

2. For Up To One Year

A leave of absence without pay for the protection or improvements of the employee's health, or for other causes considered reasonable and proper by the appointing authority and approved in advance by the department head and Personnel Department, for a period not to exceed one year may be granted to any employee in the classified service.

3. Termination

Leaves of absence without pay shall be terminated if the reasons for which the leaves of absence were granted no longer exist.

4. Reporting

The department head, the Personnel Department, and/or appointing authority shall report approved leaves of absence in writing to the Civil Service Commission and the employee stating:

- a. The position will be held for the employee pending his reinstatement, or
- b. The position will not be held for the employee and that his reinstatement will depend upon the existence at the termination of the leave of a suitable vacancy for which he is qualified.

5. Reinstatement

When an employee returns at the expiration of a leave of absence, he shall be reinstated with such status as he had prior to the granting of the leave. Except, when a position has not been held and no vacancy exists, the appointing authority shall report to the Civil Service Commission and terminate the services of the employee.

6. Failure to Return

If an employee fails to return at the expiration of a leave of absence, he shall be terminated and no re-employment rights granted.

7. Abolished Position

When a position is held for an employee and is abolished for lack of work, due to economy, insufficient funds or organizational changes, the employee shall be granted re-employment and be placed on a re-employment list.

8. Military Leave

An employee who has left or shall leave a position by reason of entering the Armed Forces of the United States, and who held the position for more than six months to such entrance shall be granted military leave of absence without pay. Such leave of absence shall be deemed to have expired six months after the date of discharge, or if the employee shall re-enlist at his own choice. At the conclusion of such leave, the employee shall be returned to his position or a position within his class. The status of any employee shall continue as if no leave had been granted.

SECTION VI - EMPLOYEE GRIEVANCE

This procedure is established to ensure an equitable resolution of all problems that arise as a result of the employer-employee relationship with the City of Danbury.

A. Purpose

The purpose of the grievance procedure is to provide a means and method of settling employee grievances on as low an administrative level as possible, and thereby achieve maximum efficiency as well as the highest morale.

B. Definitions

A grievance for the purposes of this procedure shall be deemed to be employees' of Danbury Municipal Employees' Association (D.M.E.A.) complaint related to or concerned with the following:

1. Discharge, suspension or other disciplinary action.
2. Charges of discrimination or favoritism.
3. Interpretation and application of rules, regulations and policies of the City.
4. Matters relating to the interpretation and application of the terms and conditions of this Agreement.

C. Time Extensions

Time extensions beyond those set forth in this Article may be agreed upon mutual consent of the parties hereto.

D. Procedure

1. Any employee who deems himself to be aggrieved may avail himself of the grievance procedure with the assistance of the Association.
2. Should an employee process a grievance through any of the steps hereinafter provided without seeking Association aid or assistance, the Association may, at its discretion, process the grievance anew from the first step, or from any of the next succeeding steps following that which the employee has utilized.
3. No grievance settlement made as a result of an individually processed grievance shall contravene the provision of this Agreement.

Step 1. Any employee covered by this Agreement may, with or without the Association or other representation, discuss his grievance with

his immediate supervisor and/or his department head within seven (7) working days of the date of the occurrence giving rise to the grievance.

Step 2. If a satisfactory adjustment is not effected with the employer's representative within five (5) working days, said employee or his representative shall submit the grievance in writing to the Mayor or his designated agent. The Mayor or his agent shall, within ten (10) working days of the receipt of the grievance, submit his decision in writing to the employee and his representative, unless the Mayor's agent and the employee or his representative agree to meet to discuss the grievance. In such event, the Mayor or his agent shall submit his decision in writing within five (5) working days of the meeting if so requested by the employee and his representative.

Step 3. If the grievance shall not have been disposed of to the satisfaction of the aggrieved employee and his representative, or if the Mayor or his agent shall fail to render his decision within the prescribed time, the employee and his representative or the City shall have the right to submit the grievance for final solution to the Connecticut State Board of Mediation and Arbitration within fourteen (14) working days after the date of such decision by the Mayor or within twenty-four (24) working days after the receipt of the grievance by the Mayor or within ten (10) working days after the meeting to discuss the grievance. The decision of the said Board shall be final and binding upon both parties, but shall not contravene or alter the specific terms of this Agreement. Either party shall have recourse to the courts after it has followed the above procedures to the extent such recourse is permitted by law.

E. Failure to Answer

If at any step in the procedure hereinbefore outlined, the City fails to give its decision in the prescribed time, the grievance will automatically proceed to the next step, unless an extension of time required is mutually agreed upon in writing.

F. D.M.E.A. as Complainant

The D.M.E.A. shall have the right to submit grievances in the name of the Association in the same manner as is

provided herein for individual employees of the Association.

G. Representation

Employees and the D.M.E.A. shall have the right and choice of representation whenever representation is desired by either an individual employee or the Association.

H. Recording of Minutes or Testimony

Either party shall have the right to employ a public stenographer and/or use a mechanical recording device at any step in the procedure with the knowledge of the other party.

SECTION VII - DISCHARGE CLAUSE

No employee shall be discharged or otherwise disciplined except for a just cause. Except that the City shall have the right in its sole discretion to discharge any employee during such employee's probationary period.

SECTION VIII - PERSONAL DAY

After six months of continuous service [one hundred twenty-five (125) days worked] from the date of initial employment with the City, all employees shall be entitled to one (1) personal day per year. Forty-eight (48) hours advance notice must be given to the department head.

SECTION IX - LONGEVITY

- A. Employees with more than fifteen (15) years but less than twenty (20) years of service with the City of Danbury will have a longevity increment of one hundred fifty dollars (\$150) per year.
- B. Employees with twenty (20) years or more of service with the City of Danbury will have a longevity increment of two hundred dollars (\$200) per year.

Payment shall be made on the first payday of December.

SECTION X - WAGES

- A. 1. All full time jobs within the bargaining unit have been assigned a job class in accordance with the designations found in "Appendix A - Job Classification." The designations so assigned shall remain for the duration of this Agreement except as provided in Subsection J below.
- 2. If and when during the course of this Agreement, the City creates new jobs which are to be included in the bargaining unit, then the City shall make a temporary

designation of a job class until such time as the parties meet and agree upon a permanent classification for such newly established job.

3. An employee demoted to a job previously held shall be paid job rate. An employee promoted to a position of higher classification shall be paid a rate at least equal to the rate (including merit increases) received prior to promotion. If Step 1 exceeds the prior rate, employee shall be paid the Step 1 rate and advance pursuant to the contract. If Step 2, but not Step 1, exceeds the prior rate, employee shall be paid the Step 2 rate. If only Job Rate exceeds the prior rate, employee shall be paid Job Rate. If prior rate exceeds both steps and Job Rate, employee shall be paid prior rate.
- B. Effective July 1, 1984, each employee shall have his pay increased in accordance with the value of his job class as listed in "Appendix B - Salary Structure." In no event, however, shall the employee's new rate be less than one hundred and six percent (106%) of the most recent rate enjoyed under the prior contract.
- C. Effective July 1, 1985, each employee shall have his pay increased in accordance with the value of his job class as listed in "Appendix C - Salary Structure." In no event, however, shall the employee's new rate be less than one hundred and six percent (106%) of the rate enjoyed on June 30, 1985.
- D. The rates effective on July 1, 1982 and July 1, 1983 for employees whose rate exceeded job rate when the salary structure was originally created by the agreement executed on December 17, 1980 are shown in "Appendix D - Red-Lined Job Rates."
- E. Employees hired into classified service in a job designated in Job Class 1 through 6 shall be paid at Step 2 of the appropriate salary structure until such time as the employee satisfactorily completes six (6) months of continuous service in such job. Thereafter, the employee shall be paid the job rate of the job.
- F. Employees hired into classified service in a job designated in Job Class 7 through 20, shall be paid at Step 1 of the appropriate salary structure. Upon satisfactory completion of six (6) months of continuous service in Step 1, the employee shall progress to Step 2. Upon satisfactory completion of six (6) months of continuous service in Step 2, the employee shall progress to the job rate.
- G. Employees will be evaluated each year by their immediate supervisors and the appraisal form will be reviewed with the employee by the supervisor and department head where appro-

priate. Employees who perform their jobs in an exemplary manner may be paid at a salary in excess of the Job Rate, but in no event more than the Maximum Merit Range rate, provided such a merit adjustment is recommended by the individual's immediate supervisor and department head and approved by the Personnel Director and the Mayor. Merit adjustments may not be made more frequently than once each fiscal year nor may each increase exceed 3% of the employee's base pay. Each year, the City shall budget 1.5% of the total Association payroll to make funds available for such merit adjustments. Merit pay shall continue to be paid so long as the employee continues to perform in an exemplary manner. Questions arising out of the interpretation or application of this paragraph G shall not be subject to the grievance procedure.

NOTE: Implementation of this paragraph is suspended for the fiscal year 1984-1985 pending results of the consultant services and recommendations made by the consultant (See paragraph "J" of this contract.)

- H. With the exception of general salary increases, all salary adjustments shall be effective on the first day of the next pay period following approval of the adjustment.
- I. Employees classified as Clerk-Typists I and who were hired prior to the date of signing of this Agreement shall continue to progress to Clerk-Typist II in accordance with the provisions of the procedure outlined in the Salary Appendix to the contract dated July 1, 1978.
- J. The job classification, performance appraisal, and merit increase programs referenced in this Section shall be the subjects of a study to be performed pursuant to the attached Memorandum of Agreement (Appendix E). In the event the study is completed before June 30, 1986, this Agreement shall be reopened for negotiations limited to the acceptance and implementation of the study.

SECTION XI - MEDICAL COVERAGE AND UNSPECIFIED BENEFITS

- A. The City of Danbury agrees further to continue in force for the duration of this Agreement, all those benefits and privileges previously granted to and enjoyed by the members of this Association, but which have not been mentioned specifically herein, including:
 - 1. Blue Cross, group plan, semi-private coverage.
 - 2. A reasonable and customary surgical plan providing at least the same coverage as the CMS Century 90 plan in effect on July 1, 1979.
 - 3. Major medical health insurance with a \$50 deductible (maximum 2 deductibles per family), 80% payment of

first \$2,000 and 100% in excess of \$2,000 of covered expenses.

4. Effective thirty (30) days after the signing of this contract, life insurance shall be increased for each full time active employee to an amount equal to one times the employee's annual base salary (rounded off the closest \$1,000) in effect on that day, with a minimum coverage of \$10,000. Thereafter, on each July 1st, the employee's life insurance coverage shall be adjusted to reflect the base salary in effect on the first day of each fiscal year.
5. A dental plan provided by Confederation Life Insurance Company.

Deductible	\$50 per individual/calendar year
	\$150 per family
	Waived for prevention

Co-insurance	100% Preventive
	80% Routine
	50% Major

Maximum - \$1,000 per calendar year per individual

NOTE: Orthodontic work not included.

- B. The City of Danbury agrees to improve the coverage under Connecticut Blue Cross to include children to the age of twenty-four (24) if still enrolled as a student, or if disabled.
- C. The City of Danbury agrees to pay for the Blue Cross and basic surgical premiums for retirees who retire at the normal retirement age of 65 years and who retired after July 1, 1978.

SECTION XII - PENSION PLAN

The parties agree to meet actively and negotiate in good faith on changes to the present pension plan during the course of the new Agreement. If the parties cannot agree on revisions to the pension plan by December 31, 1983, then any remaining unresolved pension items shall become part of the negotiations leading to a successor agreement.

SECTION XIII - PART-TIME EMPLOYEES

In addition to the holiday benefits provided in Section IV, D.1.b. of this Agreement, part-time employees who work twenty (20) or more hours each week shall be entitled to the following benefits:

- A. An employee may, upon application, participate in the

medical and surgical insurance plans provided for full time employees in this Agreement provided they pay to the City an amount each month equivalent to the premium costs for such employee.

B. In lieu of vacation, sick leave or other payments for time not worked, the City agrees to make an Annual Leave Payment on or about September 1st of each fiscal year to employees who qualify in accordance to the following schedule:

1. Employees who have worked twenty or more hours per week and have missed no more than ten (10) working days during the last fiscal year, shall receive one week's pay at their normal weekly rate.

2. Employees with more than three years of service (anniversary date) who have worked twenty or more hours per week and have missed no more than ten working days during the last fiscal year, shall receive two week's pay at their normal weekly rate.

3. Employees with more than five years of service (anniversary date) and who have worked twenty or more hours per week and have missed no more than ten working days during the last fiscal year shall receive three week's pay at their normal weekly rate.

4. The following wage adjustments shall be made to employees on the payroll on the date of signing of this Agreement:

a. Effective January 1, 1985, an increase of 6% to each employee's hourly rate which shall be inclusive of any increases received as a result of minimum wage adjustments effective on that date.

b. Effective January 1, 1986, an increase of 6% to each employee's hourly rate which shall be inclusive of any minimum wage adjustments made during the second year of this contract.

C. If the merit pay program is resumed in fiscal year 1985/1986, part-time employees who are members of the D.M.E.A. shall be considered participants in the merit pay program.

SECTION XIV - PROVISIONAL TEMPORARY EMPLOYEES

A. Definition:

Provisional Temporary Employees are full time employees who are provisionally appointed to a position pending examination by the Civil Service Commission.

B. Salary:

Upon date of provisional appointment, they shall be paid at Step 1 of the salary or wage schedule of the job classification to which they are appointed; thereafter, they shall be eligible for all progression step salary or wage increases applicable to the job classification.

In the event of permanent appointment to the same job classification without a break in service, they shall receive progression step salary or wage increases in accordance with their date of provisional appointment.

C. Benefits:

Upon completion of both ninety (90) calendar days and sixty-five (65) working days, they shall become eligible for all fringe benefits to which a permanent employee in the same job classification is entitled, except pension.

In the event of permanent appointment, they shall become eligible for pension benefits as of the date of permanent appointment.

SECTION XV - ASSIGNMENTS TO HIGHER PAYING JOBS

A. Employees who are temporarily assigned to perform the full range of responsibilities of a higher paid job as a result of vacancies resulting from either illness or permanent job opening, shall be paid the higher rate of the job so assigned for all time worked in excess of ten consecutive work days.

B. The employee so assigned shall be paid at Step 1 of the higher paying job, unless that rate is not higher than his regular rate, in which case the employee shall be paid at Step 2 of the higher paying job. If Step 2 is not higher than the employee's regular rate, he shall be paid at Job Rate. If Job Rate is not higher than his regular rate, he shall be paid the next maximum merit interval which exceeds his regular rate.

SECTION XVI - JURY SERVICE

The City will pay an employee who is called for jury service, for each day of such service, the difference between the employee's straight time earnings and the amount received for jury service. The employee will present proof of service and the amount of pay received.

This section will not apply where an employee voluntarily seeks jury service.

SECTION XVII - DURATION AND TERMINATION

- A. This Agreement shall be effective on the date of signing hereof, except as specifically provided otherwise herein, and except as provided in Section X, Paragraph J, shall remain in effect until the 30th day of June, 1986, and shall automatically renew itself thereafter for successive one year terms unless either party shall give notice to the other party at least one hundred and fifty days prior to such expiration date of a desire to amend or terminate this Agreement.
- B. The City retains all rights it had (as stated in the working conditions) prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed this _____ day of _____, 1984.

CITY OF DANBURY

DANBURY MUNICIPAL EMPLOYEES'
ASSOCIATION, INC.

Mayor

President

Witness

Witness

APPENDIX A

JOB CLASSIFICATION

	Job Class	Title		Job Class	Title
1	Clerk-Typist I		11	Secty/Bookkeeper-Library	
2				Personal Property Clerk	
3				Field Person(Assessor's Office)	
				Community Services Librarian	
				Librarian I	
4	Clerk-Typist II		12	Health and Housing Inspector	
	Switchboard Operator			Acct. Clerk III	
				Environmental Inspector	
5	Acct. Clerk I		13	Reference Lib., Adult	
	Asst. Registrar Vital			Acct. Clerk III(Payroll)	
	Statistics			Computer Operator	
6	Acct. Clerk II			Senior Field Person(Assessor's	
	Cashier			Office)	
	Children's Programmer			Water Inspector	
7	Custodian		14	Junior Buyer	
	Data Entry Clerk			Sanitarian	
	Secretary			Engineering Asst. IV	
	Asst. Town Clerk			Engineering Asst. V	
	Collection Correspondent		15	Child Librarian	
	Purchasing Clerk			Adult Services Librarian	
8	Library Technical Asst. I			Technical Services Librarian	
	Planning Secretary		16	Asst. Tax Collector	
	Engineering Asst. I			Asst. Assessor	
	Senior Citizens Program			Plumbing & Heating Inspector	
	Coordinator			Electrical Inspector	
	Acct. Clerk II - Welfare			Asst. Zoning Officer	
9	Engineering Asst. II			Associate Planner	
	Case Worker			Buyer	
	Data Processing Clerk		17	Veteran's Advisor	
	Health Services Secretary				
10	Police Mech. Helper		18	Asst. Building Inspector	
	Real Estate Transfer Clerk			Programmer	
	Engineering Asst. III		19		
	Asst. Supv. of Welfare				
	Library Technical Asst. III		20		
	Head Custodian				

APPENDIX B

SALARY STRUCTURE (6%)

Effective July 1, 1984 to June 30, 1985

JOB CLASS	STEP I	STEP II	JOB RATE	FIRST MAXIMUM MERIT INTERVAL	SECOND MAXIMUM MERIT INTERVAL	MAXIMUM MERIT RANGE
1		\$10,461	\$11,624	\$11,973	\$12,332	\$12,700
2		10,844	12,050	12,412	12,784	13,160
3		11,226	12,474	12,848	13,233	13,630
4		11,609	12,899	13,286	13,685	14,090
5		12,120	13,465	13,869	14,285	14,710
6		12,631	14,034	14,455	14,889	15,330
7	\$13,305	14,005	14,742	15,184	15,640	16,100
8	13,945	14,679	15,451	15,915	16,392	16,880
9	14,587	15,352	16,159	16,644	17,143	17,650
10	15,224	16,025	16,869	17,375	17,896	18,430
11	15,861	16,698	17,578	18,105	18,648	19,200
12	16,500	17,372	18,287	18,836	19,401	19,980
13	17,265	18,180	19,137	19,711	20,302	20,910
14	17,911	18,853	19,845	20,440	21,053	21,680
15	18,853	19,845	20,910	21,537	22,183	22,840
16	20,144	21,207	22,325	22,995	23,685	24,390
17	21,745	22,894	24,097	24,820	25,565	26,330
18	23,029	24,240	25,516	26,281	27,069	27,880
19	24,375	25,587	26,932	27,740	28,572	29,420
20	25,587	26,932	28,350	29,201	30,077	30,970

APPENDIX C

SALARY STRUCTURE (6%)

Effective July 1, 1985 to June 30, 1986

JOB CLASS	STEP I	STEP II	JOB RATE	FIRST MAXIMUM MERIT INTERVAL	SECOND MAXIMUM MERIT INTERVAL	MAXIMUM MERIT RANG
1		\$11,089	\$12,321	\$12,691	\$13,072	\$13,453
2		11,495	12,773	13,156	13,551	13,946
3		11,900	13,222	13,619	14,028	14,417
4		12,306	13,673	14,083	14,506	14,919
5		12,847	14,273	14,701	15,142	15,579
6		13,389	14,876	15,322	15,782	16,251
7	\$14,103	14,845	15,627	16,096	16,579	17,070
8	14,782	15,560	16,378	16,869	17,375	17,896
9	15,462	16,273	17,129	17,643	18,172	18,711
10	16,137	16,987	17,881	18,417	18,970	19,533
11	16,813	17,700	18,633	19,192	19,768	20,356
12	17,490	18,414	19,384	19,966	20,565	21,176
13	18,301	19,271	20,285	20,894	21,521	22,184
14	18,986	19,984	21,036	21,667	22,317	22,986
15	19,984	21,036	22,165	22,830	23,515	24,222
16	21,353	22,479	23,665	24,375	25,106	25,859
17	23,050	24,268	25,543	26,309	27,098	27,911
18	24,411	25,694	27,047	27,858	28,694	29,555
19	25,838	27,122	28,548	29,404	30,286	31,199
20	27,122	28,548	30,051	30,953	31,882	32,833

APPENDIX D

RED-LINED JOB RATES

Job Class	Job Title	Effective 7/1/84	Effective 7/1/85
5	Account Clerk I	\$13,578	\$14,393
6	Account Clerk II	14,293	15,151
	Cashier	14,428	15,294
7	Secretary	14,776	15,663
	Custodian	15,174	16,084
8	Planning Secretary	15,793	16,741
	Library Tech. Asst. I	15,699	16,641
10	Police Mech. Helper	16,930	17,946
	Real Estate Transfer Ck.	17,010	18,031
13	Computer Operator	19,453	20,620
14	Sanitarian	19,946	21,143
15	Adult Services Librarian	21,351	22,632
18	Programmer	25,621	27,158

APPENDIX E

MEMORANDUM OF AGREEMENT

**STUDY OF JOB CLASSIFICATION, PERFORMANCE APPRAISAL, AND MERIT
INCREASE PROGRAMS**

During negotiations for the collective bargaining agreement between the City of Danbury and the Danbury Municipal Employees' Association for the period July 1, 1982 through June 30, 1984, both parties agreed that there is a need to re-evaluate the job classifications listed in the contract and methods of performance appraisal and merit increase review.

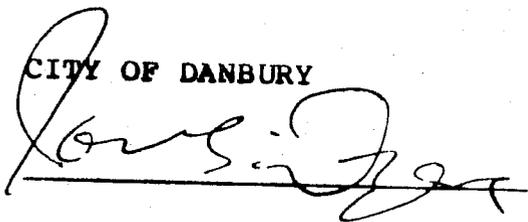
Toward that end, it is agreed that within sixty (60) days of the signing of the agreement, a committee will be established consisting of three (3) members of City management appointed by the Mayor and three (3) members of the D.M.E.A. appointed by the Union. With respect to the job classification study, the committee shall cause a review of all current job descriptions, shall determine factors by which jobs will be evaluated and shall then evaluate the jobs. The committee shall also make recommendations concerning the structure and conduct of performance appraisals and merit increase recommendations.

The committee may utilize the services of an outside consultant appointed by the committee. The expense of such consultant shall be shared equally by the City and the Union.

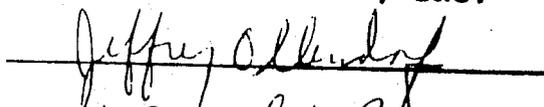
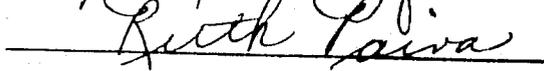
The committee shall attempt to complete the tasks described above no later than March 1, 1984. In the event the work of the committee is completed before that date, the collective bargaining agreement may be re-opened at the request of either party for the purpose of discussing these subjects.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives on this 22nd day of August, 1983.

CITY OF DANBURY



DANBURY MUNICIPAL EMPLOYEES' ASSOCIATION, INC.

MEMORANDUM OF AGREEMENT
Flexible Scheduling of Working Hours

Flexible scheduling of working hours for City employees can be a valuable management technique in the improvement of services. On the other hand, such practices do present problems of control and accountability. For both the employee and the City there are inherent dangers. Approval to use a flex schedule, therefore, shall be given only in exceptional cases.

The City and the D.M.E.A. agree that the Mayor may approve the use of flexible scheduling under the following conditions:

1. The request must be made by the Department Head.
2. The employee(s) involved accept the change voluntarily.
3. Implementation will improve the services of the department.
4. The work week is not less than thirty-five (35) hours nor more than forty (40) hours per week.

The following procedure is to be used when requesting flex time:

1. The Department Head shall initiate the request in writing addressed to the Director of Personnel.
2. The request should include the proposed flex time schedule for each employee involved, a detailed explanation of the purpose and the date of implementation.
3. The Personnel Director will review the request and make a recommendation to the Mayor.
4. The Mayor will approve or deny the request and notify the Personnel Director of his action.
5. The Personnel Director will notify appropriate departments.

If an employee accepts the flex schedule he/she may return to the normal schedule if the Department Head is given ten (10) days prior notification.

Any return to a normal schedule from a flex schedule must be reported to the Personnel Director.

Mayor James E. Dyer

Emanuel A. Morillo
Witness

Date

Jeffrey Ollendorf, Pres. D.M.E.A.

Ruth Davis
Witness

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF DANBURY

AND

THE DANBURY MUNICIPAL EMPLOYEES' ASSOCIATION

The City of Danbury and the D.M.E.A. agree that sick leave provisions of the current contract need to be more clearly defined. There are three classifications of sick leave days:

"Occasional Sick Leave" is defined as any absence because of sickness or accident (not job related) of five or less consecutive work days.

"Short Term Disability" leave is defined as any absence because of sickness or accident (not job related) of more than five consecutive days, but not more than six months.

"Long Term Disability" leave is defined as any absence because of sickness or accident (not job related) of more than six months.

To prevent potential abuse of the "Short Term Disability" provisions of the contract, the parties agree to the following interpretation:

If during a fiscal year an employee is absent on short term disability (more than 5 consecutive days but less than 6 months) two or more times during the fiscal year, he/she shall receive continuous pay for the first five (5) days of the first short term disability leave time only. For the balance of days of this first leave, pay will be at the rate of 66 2/3%.

For subsequent occasions of short term disability in the same fiscal year, pay will be at the rate of 66 2/3% from the first day of absence.

Unused "Occasional Days" may be used by the employee to achieve normal pay for the balance of the first five days of the short term disability leave not approved for payment by the department head.

Unused "occasional Days" may also be used by the employee to supplement the 66 2/3% of normal pay to which he/she is entitled after the first five days of normal pay. For each 33 1/3% of normal pay, the employee will be charged one half of an unused occasional day. Basis for this use is contained in paragraph "h" on page 11 of the current contract.

CITY OF DANBURY

D.M.E.A.

James E. Dyer
Mayor James E. Dyer

Jeffrey Ollendorf
Jeffrey Ollendorf, President

Emanuel A. Merullo
Witness

Ruth Davis
Witness

March 28, 1985
Date

3/28/85

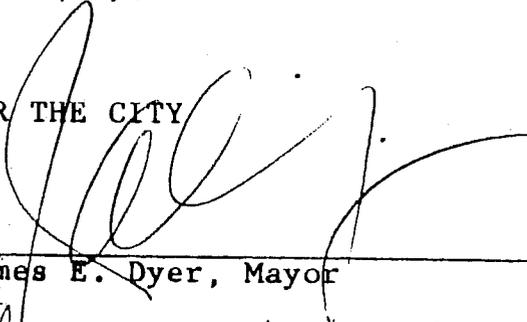
MEMORANDUM OF AGREEMENT

At a special meeting of the Danbury Common Council on September 24, 1984, amendments to Chapter 14 of the Code of Ordinances of the City of Danbury were unanimously adopted. These amendments effected the General Employees' Pension Plan.

Consistent with these amendments, the Danbury Municipal Employees' Association and the City of Danbury herein agree to amend paragraph "C" of Section XI - Medical Coverage and Unspecified Benefits of the current contract between the City and the D.M.E.A. to read:

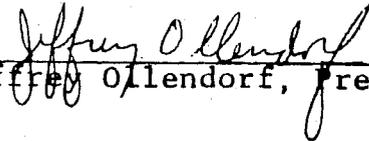
"The City of Danbury agrees to pay for the Blue Cross and basic surgical premiums for retirees who retire on or after July 1, 1978 at the normal retirement age of 65 years or who retire on or after January 1, 1984 before the normal retirement age of 65 years, but the sum of his or her age and the number of years service is equal to eighty-five (85)."

FOR THE CITY

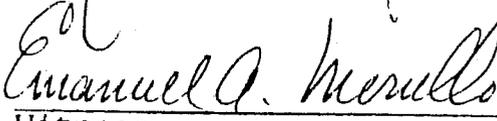


James E. Dyer, Mayor

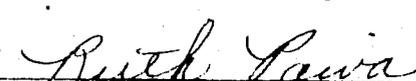
FOR THE D.M.E.A.



Jeffrey Ollendorf, President



Witness



Witness

October 18, 1984

Date

10-23-84 Copy sent to:
John Edward original
Jeff Ollendorf - 2 originals
Emiliza Bowley
Lee Galtchock
Tom Parkerson
Betsy Lyke

12-10-84
John Gower
John Ollendorf 12-22-84



06

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

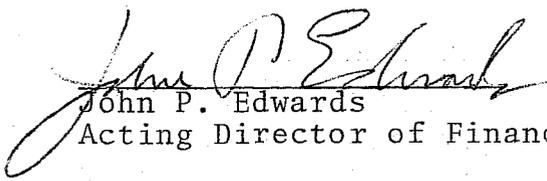
October 7, 1985

TO: Common Council via Certification #13
Mayor James E. Dyer

FROM: John P. Edwards

We hereby certify the availability of \$2,360.00 in the Contingency Account to be transferred to the Commission on Aging part-time services account.

Previous balance of Congingency Account	\$845,325.00
Less pending request	459,971.00
Less this request	2,360.00
	<u>\$382,994.00</u>


John P. Edwards
Acting Director of Finance

JPE/af



CITY OF DANBURY
DANBURY, CONNECTICUT 06810
JAMES E. DYER, MAYOR

*Mary
for Sept
agenda*

Commission on Aging
Municipal Agent
80 Main Street

(203) 797-4686
(203) 797-4687

July 30, 1985

Mayor James E. Dyer
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Dyer,

The Danbury Commission on Aging has had the advantage of retaining a number of Title V Senior Aides over the past years both at the Senior Center and at "Interweave", the Danbury Adult Day Care Center.

These Aides work 20 hours a week and are paid \$3.47 per hour. Each receives his/her salary either through the Northwestern Area Agency on Aging or CACD. These are the sponsoring agencies for the local Title V programs that are totally paid for by federal government funds.

At present, the Danbury Senior Center has five Aides. The three office people have been with us for between 6 and 7 years; two other assist the Municipal Agent with rent rebates, fuel assistance, job bank, etc. (One has been with us for a full year). These are sponsored by the NWAAC.

"Interweave" has two Aides, both under the sponsorship of CACD. These have each worked one-half a year.

The total amount of money given to the Senior Aides since the Senior Center existed is in excess of \$85,000. No City funding was requested.

As you know, there have been a number of scares by the present administration in Washington, D.C. to put an end to this program. Such would surely affect the quality and quantity of service given by the Commission on Aging both locally and throughout the country.

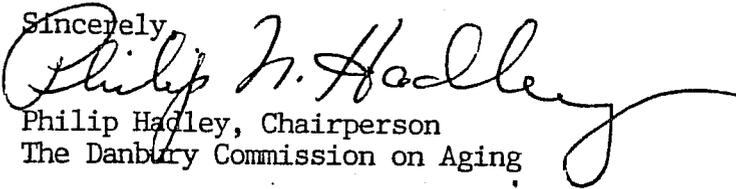
Since Title V people are expected to move on to other agencies or be eventually picked up by agencies who have utilized them, our sponsors have requested that the City of Danbury commit itself to taking over the financial responsibility of one Aide and that you, as Mayor, send a letter stating that such would be done in the near future (August-September). The Commission on Aging suggests such a direction to you, Mr. Mayor, and would be happy to recommend one of the Title V people for the transition. All other Aides would remain as they are.

page two

Please advise us as to your wishes in this matter.

The Commission on Aging is grateful for the support that you have shown them and to your continued interest in the programs and services to the senior citizens of Danbury.

Sincerely,

A handwritten signature in cursive script that reads "Philip H. Hadley". The signature is written in dark ink and has a long, sweeping tail that extends to the right.

Philip Hadley, Chairperson
The Danbury Commission on Aging



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

October 10, 1985

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request for funding for a Senior Aide for the Commission
on Aging.

The committee met on Oct. 3, 1985 at 7:30 P.M. in room 432, City Hall. Committee members present were Ernest Boynton, Thora Skoff and Donald Sollose.

Also present were Philip Hadley, Chairman of the Commission on Aging; Leo McIlrath, Director for Commission Aging.

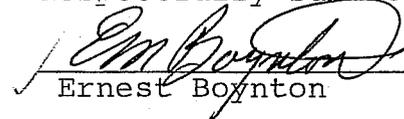
Mr. McIlrath explained that he has been discussing an agreement between himself and persons controlling Title V funds at the State level, whereby the Danbury Commission on Aging would pick up the salary for one of the seven part-time senior aides.

The committee was advised that Mr. McIlrath believes it would be a good faith gesture on the City's part to pay for one of the seven because he feels Title V funds will dry up in the years to come.

Acting Comptroller D. Setaro advised the committee that the Commission on Aging does generate income in an amount of approximately \$10,000 which is deposited in the General Fund.

Councilwoman T. Skoff made a motion to recommend to the Common Council that the communication be accepted and funds in the amount of \$2,360 be transferred from the Contingency Account to the Commission on Aging part-time services account #011001, to cover the salary of one part-time senior aide starting November 4, 1985 and June 1986. Motion was seconded by Councilman Sollose and passed unanimously.

Respectfully submitted


Ernest Boynton Chairman

Thora Skoff


Donald Sollose



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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Respectfully submitted

Chairman

Ernest Boynton

Thora Skoff

Donald Sollose



✓ 07

CITY OF DANBURY
DANBURY, CONNECTICUT 06810
JAMES E. DYER, MAYOR

Commission on Aging
Municipal Agent
80 Main Street

(203) 797-4686
(203) 797-4687

OCTOBER 3, 1985

Ms. CONSTANCE McMANUS, PRESIDENT
THE DANBURY COMMON COUNCIL
CITY HALL - CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT

DEAR Ms. McMANUS & MEMBERS OF THE COUNCIL:

THE DANBURY COMMISSION ON AGING REQUESTS APPROVAL OF THE COMMON COUNCIL FOR THE ACCEPTANCE OF A SOCIAL SERVICE BLOCK GRANT AWARD FOR ALZHEIMER CLIENTS NOT TO EXCEED THE AMOUNT OF \$20,000.

THE AWARD WOULD COVER THE SALARIES OF TWO PART-TIME WORKERS AT "INTERWEAVE" - THE DANBURY ADULT DAY CARE CENTER - WHO WOULD FOCUS THEIR ATTENTION ON PEOPLE AFFLICTED WITH ALZHEIMER DISEASE.

THE ADULT DAY CARE CENTER HAS SERVED A NUMBER OF SUCH CLIENTS SINCE OPENING, THUS MAKING IT POSSIBLE FOR THEM TO REMAIN LONGER IN THEIR OWN HOMES.

SINCERELY,
Philip Hadley (REM)
PHILIP HADLEY, CHAIRPERSON
THE DANBURY COMMISSION ON AGING

October 10, 1985

The above communication was accepted and approval granted to the Commission on Aging for the acceptance of the Block Grant.

by the Common Council

10/10/85

COMMON COUNCIL -- ROLL CALL

Present

Absent

BEVERLY JOHNSON

✓

DONALD SOLLOSE

✓

RUSSELL FOTI

✓

CAROLE TORCASO

✓

JOHN ESPOSITO

✓

ROBERT GODFREY

✓

STEPHEN T. FLANAGAN

✓

NICHOLAS ZOTOS

✓

JOSEPH CHIANESE

✓

THORA SKOFF

✓

CONSTANCE McMANUS

✓

JOSEPH DaSILVA

✓

BERNARD GALLO

✓

ANTHONY CASSANO

✓

LOUIS CHARLES

✓

ERNEST BOYNTON

✓

DIANET BUTERA

✓

JOSEPH DURKIN

✓

GENE ERIQUEZ

✓

MOUNIR FARAH

✓

✓ 10

10
11