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CITY OF DANBURY

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MEMORANDUM

TO: Mark D. Boughton via the Common Council

FROM: Dena R. Diorio, Director of Finance & Personnel *Dena*

DATE: October 26, 2005

SUBJECT: International Brotherhood of Teamsters - Proposed Collective Bargaining Agreement

Attached for your review are proposed collective bargaining agreement between the City and the Teamsters, Public Utilities Division. The proposed agreement is for a four-year term beginning July 1, 2005 ending June 30, 2009.

The agreement includes wage increases of 3% annually, includes modest increases in emergency crew pay, longevity, tool allowance, and safety shoe allowance. The increased allowances do not take effect until 7/1/06.

In the area of health insurance, the proposed contracts include an increase in premiums of approximately 12% per year. However, with these increases, the cost per employee will total approximately \$14,000, significantly lower than the \$20,000 the City pays for its other employees. Additionally, the proposed contracts include a premium co-share of 20% for retiree medical benefits that will be paid by the retiree.

Please feel free to contact me should you require any additional information. Thank you.

AGREEMENT

between

CITY OF DANBURY

and

**LOCAL UNION #677,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**PUBLIC UTILITIES
WATER AND MAINTENANCE DIVISIONS**

2005 – 2009

Tentative Agreement Reached On October 21, 2005

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This Agreement made and entered into by and between the CITY OF DANBURY (the "City" or the "Employer") and TEAMSTERS UNION LOCAL #677 (the "Union").

ARTICLE 1 – RECOGNITION

- 1.1 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 (hereinafter the "Employer" or "City") and Teamsters Local #677 (hereinafter the "Union"), namely, Department of Public Utilities, Water Division and Maintenance Division.

ARTICLE 2 - UNION SECURITY

- 2.1 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. An employee who chooses not to become and remain a Union member shall have the option to pay an agency fee equal to that proportion of Union dues expended for the purposes of collective bargaining contract administration and grievance adjustment.
- 2.2 The Employer agrees to deduct regular monthly dues, administrative 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.

ARTICLE 3 - NON-DISCRIMINATION

- 3.1 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, age, marital status, sexual orientation or disability, except on the basis of a bona fide occupational qualification or business necessity. 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, age, marital status, sexual orientation or disability, except on the basis of bona fide occupational qualification or business necessity.
- 3.2 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 4 - HOURS OF WORK AND OVERTIME

- 4.1 Water Distribution, Transmission Division, Sewage Collection, Meter Division, Technical Services Division, Maintenance Division.
- (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.

If an employee is required to work two consecutive or back-to-back shifts, the employee shall be paid time and one-half for the second shift.
 - (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
 - (e) Saturday work shall be paid at one and one-half (1 1/2) times the normal hourly rate. Sunday work shall be paid at two (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 two (2) hours at time and one-half (1 1/2) (double time if on Sunday) and may leave when the emergency work is completed.

(h) Employees on standby will be paid a premium of one hundred ten dollars (\$110.00) per week. The premium shall increase to the following amounts during the term of this Agreement:

2006-2007 \$115.00

2007-2008 \$120.00

2008-2009 \$125.00

Standby shall be rotated among the affected employees.

Any employee, when on standby, who is not available when called, shall forfeit his standby premium for that week.

4.2 Water Treatment Plants

- (a) Saturday and Sunday as part of a five (5) consecutive day work schedule is considered a normal and straight time work week.
- (b) There shall be three water treatment plant operator positions considered "regulars." Any other positions on the schedule shall be considered "relief" workers.

The work schedule for the operators shall be set forth in Schedule A.

Positions 1, 2 and 3 on the schedule shall be designated "regulars", and all other positions shall be "relief" positions. Operators shall select their positions on the work schedule in order of seniority. Positions 5 and 8 on the schedule are the Operator Repairpersons.

In either case, the employee who fills position #2 on the schedule may be moved to another day shift at straight time if there is no relief employee available for coverage of said shift, or to do otherwise would impose an overtime cost on the employer. For the employee in that position, in any week when such movement occurs, the work week shall not necessarily be five consecutive days.

There will be a switchover for days off every six (6) months. The switchovers shall take place in January and July.

For those who are regulars, the normal work week shall be five (5) consecutive days. Relief workers need not necessarily be assigned five (5) consecutive work days. Saturday and Sunday work is considered normal, straight-time work for all operators and the Operator Repairman.

For all employees:

Time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater, shall be paid as overtime at time and one-half.

If an employee is required to work two consecutive or back-to-back shifts, the employee shall be paid time and one-half for the second shift.

The regular work day shall be eight (8) hours. The starting times of the shifts shall be as follows:

7:00 a.m.
3:00 p.m.
11:00 p.m.

Whenever an employee is the only person assigned to a shift, the employee shall work eight (8) straight hours (e.g., 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m.). Whenever there is more than one employee on a shift, each employee shall receive a one-half (1/2) hour meal break and their end time of the shift shall be eight and one-half (8 1/2) hours following the starting time (e.g., 7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m.). An employee who misses a meal break due to performing work required by a supervisor or due to an emergency shall be paid overtime or allowed to leave one-half hour early with the approval of the City.

These shift hours may be changed at the discretion of the City. Prior to making any change in shift hours, the change shall be negotiated with the Union.

- (c) All hours worked before the regular starting time shall be paid at one and one-half (1 1/2) the normal hourly rate.
- (d) Employees of the Water Treatment Plants who normally work Saturday, Sunday and holidays, if required to work on their normal days off, shall be compensated at one and one-half (1 1/2) times their normal rate.
- (e) On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.
- (f) Employees on night shifts (i.e., the shifts starting at 3:00 p.m. or 11:00 p.m.) shall be paid a differential of eighty cents (\$.80) per hour in addition to their normal rate. This premium shall apply only to hours worked and shall apply only to the Operator on duty for the shift, not to others working overtime. During the term of this Agreement, the shift differential shall increase to the following amounts per hour:

July 1, 2006 \$.90
July 1, 2007 \$.95

July 1, 2008 \$1.00

- (g) Employees called in for emergency work shall be paid a minimum of two (2) hours at time and one-half (1 1/2) and may leave when the emergency work is completed.

4.3 Laboratory Division

- (a) The normal hours for Laboratory personnel shall be 7:30 a.m. to 4:00 p.m. The beginning and ending times of the day may be varied by mutual agreement of the employee and the supervisor, with the approval of the Superintendent.
- (b) Laboratory personnel shall work five consecutive days, either Monday through Friday, Sunday through Thursday or Tuesday through Saturday.

4.4 Distribution of Overtime

West Lake Plant

Any other provision of this section notwithstanding, the Operator on duty at the West Lake Plant may work the overtime on the next shift if the Operator for that shift is absent due to illness or injury.

Overtime Distribution Procedure for
Scheduled or Planned Overtime

Scheduled or planned overtime is overtime which is scheduled at least 24 hours in advance of the work.

If such overtime is available, the employees in the job classifications which management determines are needed to perform the overtime work shall be offered the available overtime in order of their seniority. If those employees do not accept the offered overtime or cannot be reached, management may offer the work to employees in other classifications, provided that management determines they are qualified to perform the work needed. Normally, available overtime shall be offered first to the employees in the Division in which the overtime need occurs.

If no employees in the appropriate job classifications are willing to accept the overtime offered on a voluntary basis, management may order the least senior qualified employee(s) in the job classification(s) needed to work overtime.

Unplanned Overtime

If an employee is assigned to a job which requires overtime before/after the normal work day, the employee shall be required to come in early or remain on the job and work the overtime hours required.

If an employee is assigned to a job which may require overtime at the end of the day and the employee has a commitment after work which precludes him/her from working late that day, the employee shall so inform the foreman at the start of the work day. The City shall continue its prior practice of making reasonable accommodation to employees in such situations.

If management determines that employees other than those on a job are needed for overtime before/after the work day, the procedure for planned overtime shall apply.

Overtime for Long-Term Projects

When volunteers are sought for a long-term overtime project, employees shall be informed of the nature and approximate duration of the project. Employees shall initially be offered such work as provided in the overtime distribution provision above; however, if an employee accepts an overtime job on a long-term basis, that employee shall continue to have preference for overtime work opportunity on that job.

Pipe Installers

The present practice concerning distribution of overtime for Pipe Installers shall continue. In accordance with this practice, Pipe Installers who work primarily in water transmission and distribution shall be called first for water-related overtime and Pipe Installers who work primarily in sewer collection shall be called first for sewer-related overtime.

ARTICLE 5 – SENIORITY

- 5.1 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.

The term "seniority" as used in this Agreement shall apply to 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. The provisions of the Civil Service Commission Rules and Regulations shall govern all promotions without regard to the provisions of this Agreement.

- 5.2 Stewards shall be granted superseniority for the purpose of layoff and recall providing the steward has the ability to perform one of the remaining jobs, as permitted by law.
- 5.3 The City will provide the Union with a seniority list annually.

ARTICLE 6 – HOLIDAYS AND PERSONAL LEAVE

6.1 All employees covered by this Agreement who are not required to work shall receive a 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	Labor Day
Good Friday	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day

- 6.2 If an employee works on a holiday he shall be paid at double his normal hourly rate for any and all hours worked on that day in addition to the holiday pay provided in Section 6.1.
- 6.3 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. 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. Employees assigned to continuous operations shall celebrate the holiday on the day on which it is officially celebrated by the City, except December 25 which shall be celebrated on that date.
- 6.4 Each employee shall be entitled to two (2) personal days per contract year. Forty-eight (48) hours notice must be given to the employer. Employees must take personal leave in half-day increments.

ARTICLE 7 – VACATIONS

- 7.1 Employees who have been on the payroll one (1) year shall receive one (1) week vacation with pay.
- 7.2 Employees with two (2) years' service shall receive two (2) weeks' vacation with pay.
- 7.3 Employees with five (5) years of service shall receive three (3) weeks' vacation with pay.
- 7.4 Employees with twelve (12) years of service shall receive four (4) weeks' vacation with pay. Effective with the 2006-2007 contract year, each employee who will have completed at least eleven (11) years of service shall receive four (4) weeks of vacation.
- 7.5 Employees with twenty (20) years of service shall receive five (5) weeks' vacation with pay. Effective with the 2006-2007 contract year, each employee who will have completed at least seventeen (17) years of service shall receive five (5) weeks of vacation.

- 7.6 Employees shall select their full weeks of vacation in the order of their seniority. A sign-up for vacation selection for the coming contract year (July 1 to June 30) shall be posted on or about March 1. Employees must sign up for vacation not later than April 1 in order to exercise their seniority rights for the full weeks of vacation.
- 7.7 The Department Head shall post a vacation schedule based on the sign-up under Section 7.6. This schedule shall be posted on or about May 1.
- 7.8 Employees who have not taken or scheduled their vacation by February 28th of the vacation year shall have vacation time assigned by the Department Head.
- 7.9 The amount of vacation time which an employee with more than one (1) year of service receives during a vacation year shall be based upon the years of service which he has or will have as of his anniversary date of hire during that vacation period. For example, an employee who will have five years of service on August 1, 1998 shall be eligible for three weeks' vacation during the vacation year of July 1, 1998 to June 30, 1999. "Years of service" shall mean the number of full years elapsed between the date of hire and the anniversary of that date, excluding periods of unpaid leave or layoff in excess of one calendar month.
- 7.10 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.
- 7.11 The vacation period for the Public Utilities Department shall be from July 1st to June 30th.
- 7.12 All vacation time must be taken in full week increments, with the following exceptions and subject to the following conditions:
- (i) Any employee may take one (1) week of his earned vacation in single days.
 - (ii) An employee who is eligible for four (4) weeks vacation may take up to two (2) weeks of his earned vacation in single days.
 - (iii) An employee who is eligible for five (5) weeks vacation may take up to three (3) weeks of his earned vacation in single days.
 - (iv) No employee may take more than two (2) single days of vacation in any month.

An employee may use a single day of vacation by making a request seventy-two (72) hours in advance and receiving permission of the Department Head.

If more employees request an individual vacation day than can be granted time off by the Department Head, the Department Head will grant preference for time off based on seniority as defined in Section 5.1. However, once an employee's request for an individual vacation day is approved, the employee may not be "bumped" by a more senior employee.

- 7.13 Within the same division, two (2) employees may be off the same week provided no overtime is needed and there is no interference with operations.
- 7.14 There shall be no carryover of vacation from one vacation period to the next. Vacation not taken during the vacation period shall be forfeited.
- 7.15 When payment for unused vacation is made pursuant to Section 7.10, if the employee has left prior to his/her anniversary date after using vacation time for that vacation period in excess of time earned, the City will be reimbursed by pro-rating salary earned and/or pay back by the employee at the time of termination.
- 7.16 An employee who has a previously scheduled vacation and who is unable to take that vacation because he/she is on workers' compensation, may use vacation time to supplement workers' compensation payments, on the same basis as is permitted for use of sick days under Section 8.4. This shall also apply to an employee who has exhausted his/her sick leave and wishes to use accrued vacation to supplement workers' compensation payments.
- 7.17 Employees must take vacation in full day increments.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees hired on or after July 1, 1982 and employees who previously elected to be covered by the Income Protection Plan shall have sick leave benefits in accordance with Section 8.5.

For employees not covered by Section 8.5, sick leave shall be fifteen (15) days per year accrued at the rate of one and one-quarter (1 1/4) days per completed calendar month of service, 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 estate. Unused sick leave will be paid on retirement.

- 8.2 Employees out sick shall, on each of the first three (3) days, call at least fifteen (15) minutes before the start of the shift.
- 8.3 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 will not be paid sick time during the balance of the day.

- 8.4 The City shall pay full sick pay for the first week of the employee's illness if the employee has earned sick days available. In all weeks after the first week of an illness, the employee shall be allowed at his/her option, with notice at the time of the absence and not later than the Friday prior to a Friday payday, to supplement his Teamsters disability pay by use of earned sick days available in one-half day increments, and not to exceed his regular straight time weekly pay. The benefits paid under the Teamsters Health Services and Insurance plan included in this contract shall compensate an employee each week for days of illness after the third day in accordance with the terms of the Plan.
- 8.5 Income Protection Plan. Employees hired on or after July 1, 1982, and employees who elected to be so covered within thirty (30) days of the effective date of this plan, shall be covered by the following sick leave provisions:
- (1) 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.
 - (2) Effective July 1, 1982, each employee shall have accredited to this 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.
 - (3) 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 of one hundred and fifty (150) days when the accumulation shall cease.
 - (4) 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.
 - (5) 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 subsection, 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.

- 8.6 Employees must take sick leave in half-day increments.
- 8.7 Workers' Compensation. Employees who are disabled and lose time as a result of an injury suffered in the course of their employment shall be paid at sixty-six and two-thirds percent (66 2/3%) of their normal straight time pay during the first three (3) days of such injury. Any employee absent from duty because of Workers' Compensation causes connected to his employment with the City shall not have his sick leave counted for this absence except that an employee will use accumulated sick leave for days not paid under Workers' Compensation. If an employee so desires, he may opt to charge his sick day account for one-half (1/2) day of sick pay for each day that he elects to receive the difference between Workers' Compensation pay and his regular straight time pay.
- 8.8 Death Benefit. If an employee dies as a result of an on-the-job injury, the City will reimburse the employee's eligible dependents for the first twelve (12) months of their COBRA premium payments.

ARTICLE 9 - FUNERAL LEAVE

- 9.1 In the event of death of a spouse, child, stepchild, mother, stepmother, father, or stepfather, up to five (5) working days shall be granted as funeral leave.
- 9.2 Up to three (3) 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.
- 9.3 One (1) working day leave shall be granted for the funeral of first aunts or uncles, nieces or nephews of the employee or his/her spouse.

ARTICLE 10 - LONGEVITY PAY

- 10.1 Employees with more than ten (10) years' service with the City of Danbury will have a longevity increment of two hundred fifty-five dollars (\$255.00). This longevity increment shall be increased to the following amounts during the term of this Agreement:

2006-2007	\$280.00
2007-2008	\$305.00
2008-2009	\$330.00

- 10.2 Employees with more than fifteen (15) years' service with the City of Danbury will have a longevity increment of three hundred fifty-five dollars (\$355.00). This longevity increment shall be increased to the following amounts during the term of this Agreement:

2006-2007 \$380.00

2007-2008 \$405.00

2008-2009 \$430.00

- 10.3 Employees with more than twenty (20) years' service with the City of Danbury will have a longevity increment of four hundred fifty-five dollars (\$455.00). This longevity increment shall be increased to the following amounts during the term of this Agreement:

2006-2007 \$480.00

2007-2008 \$505.00

2008-2009 \$530.00

- 10.4 Payment shall be made to the employee the first payday of December each year.

- 10.5 "Years of service" shall mean the number of full years elapsed between the date of hire and the anniversary of that date, excluding periods of unpaid leave or layoff in excess of one calendar month.

ARTICLE 11 - EQUIPMENT

- 11.1 The Employer shall provide all equipment required by law on all trucks. All vehicles must have a first aid kit. Radios will be included in all vehicles.

- 11.2 Specialized Apparel. The City shall continue to provide rain gear and gloves for all employees who need these items in their work and the City will supply protective gear as required.

- 11.3 All employees of the Public Utilities Department shall be required to wear safety shoes that meet OSHA standards during the working day. Meter readers shall not be required to wear safety shoes when reading meters, so long as OSHA standards do not require such; provided, however, that safety shoes will be carried in the meter reader's vehicle.

The City shall pay a safety shoe allowance to each employee during the month of August, in the amount of one hundred dollars (\$100.00). Effective in the 2007-2008 contract year, the safety shoe allowance shall be one hundred ten dollars (\$110.00).

- 11.4 The City shall continue to supply uniforms for the Equipment and Utility Mechanics.

The City shall continue to supply winter gear for the transmission and distribution crew.

11.5 Equipment Mechanics shall receive an annual tool allowance of one hundred dollars (\$100.00). The tool allowance shall increase to the following amounts during the term of this Agreement:

2006-2007	\$105.00
2007-2008	\$115.00
2008-2009	\$120.00

ARTICLE 12 - ACCESS TO JOBS, RECORDS AND TIME RECORDS

12.1 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 13 - BULLETIN BOARDS

13.1 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 14 - HEALTH SERVICES AND INSURANCE PLAN

14.1 The City agrees to pay the following amounts to provide coverage for employees in the Union's Health Services and Insurance Plan:

Effective and retroactive to July 1, 2005 - \$5.45
Effective July 1, 2006 - \$5.8625
Effective July 1, 2007 - \$6.2625
Effective July 1, 2008 - \$6.6625

Retroactive payments shall be made on a schedule determined by agreement of the City and the Union.

14.2 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.

14.3 For the purpose of this Article, 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 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.

Payment to the fund for hours paid but not worked shall be made only when the employee is taking paid leave during the course of his/her active employment. No payment to the fund will be made on lump sum payments to the employee for unused paid leave.

If an employee is absent because of illness or off-the-job injury, and the employee notifies the Employer of such absence and provides such certification from a physician as the City may require, the City shall continue to make the contributions required to maintain health benefits, thirty-two (32) hours per week for a period of twelve (12) weeks.

14.4 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 within the scope of their authority.

14.5 Upon normal retirement under the rule of 85 and continuing to age 65 (when the retiree is eligible for Medicare), the City shall sponsor the retiree's participation in the Teamsters Retiree Insurance Plan. The City shall pay the premiums to the Teamsters' Health Services and Insurance Fund, at the rates set forth in Appendix A, capped at 80 percent of the dollar amount payable at the time of the employee's retirement. The City shall deduct from the pension check of each retiree who elects this Teamsters' retiree insurance:

- a) the balance of the cost for the member and spouse; and
- b) the additional cost of any other dependent coverage elected by the retiree.

ARTICLE 15 - GRIEVANCES

15.1 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.

15.2 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.

15.3 Definition:

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

- a) discharge, suspension or other disciplinary action;
- b) matters relating to the interpretation and application of sections in this Agreement.

Discipline shall be for just cause; provided, however, that an arbitrator shall not substitute his/her judgment for that of the City as to the appropriateness of the penalty imposed.

15.4 Procedure:

15.4.1 Step 1. Within six (6) working days of the aggrieved action or event, the aggrieved employee(s) and/or the steward and/or the business representative must present the grievance to the Superintendent of Public Utilities, or his representative, in writing, specifying the nature of the grievance and the section of the contract claimed to be violated.

A decision thereon must be given to the employee(s) and the Union 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.

15.4.2 Step 2. Within five (5) working days thereafter, the business representative shall then take the matter up with the Director of Public Works, 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.

15.4.3 Step 3. Within five (5) working days thereafter, the business representative shall then take the matter up with the Mayor or his designee, 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.

15.4.4 If prior steps 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 within twenty (20) working days after the City's Step 3 decision.

The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties provided the decision complies with this Agreement. The arbitrator shall have no power to add to or in any way modify the terms of this Agreement.

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

15.6 Persons who have not completed both ninety (90) calendar days and sixty-five (65) working days of continuous employment with the City may be discharged by the City for any reason. Such persons shall not be deemed "employees" for purposes of this Article and shall not have access to the grievance procedure.

ARTICLE 16 - WAGES

16.1 The Employer shall pay the following rates:

CLASSIFICATIONS	<u>7/1/05</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>
	3.00%	3.00%	3.00%	3.00%
<u>Water Plant</u>				
Operator	\$19.00	\$19.57	\$20.16	\$20.76
Operator Repairperson	\$21.21	\$21.85	\$22.51	\$23.19
<u>Collection and Distribution</u>				
Cross Connector	\$19.28	\$19.86	\$20.46	\$21.07
Laborer	\$18.61	\$19.17	\$19.75	\$20.34
Meter Reader/Installer	\$18.83	\$19.39	\$19.97	\$20.57

Pipe Installer	\$21.15	\$21.78	\$22.95*	\$23.90*
Public Utilities Technician	\$19.00	\$19.57	\$20.16	\$20.76

*Pipe Installer rates include upgradings of \$.50 per hour effective 7/1/07 and an additional \$.25 per hour effective 7/1/08.

Maintenance Classifications

Equipment Mechanic	\$22.51	\$23.19	\$23.89	\$24.61
Laborer	\$18.61	\$19.17	\$19.75	\$20.34
Mason	\$20.23	\$20.84	\$21.47	\$22.11
Parts Attendant	\$20.65	\$21.27	\$21.91	\$22.57
Utility Mechanic	\$22.51	\$23.19	\$23.89	\$24.61

Laboratory Classifications

Lab Technician	\$21.59	\$22.24	\$22.91	\$23.60
Senior Lab Technician	\$22.48	\$23.15	\$23.84	\$24.56

A Laborer who is assigned to work as a Pipe Installer for a full shift or a majority of the shift hours shall receive Pipe Installer pay for the shift.

An employee who has been designated as "Leader" will be paid a premium of seventy cents (\$.70) per hour. This premium shall increase to seventy-five cents (\$.75) per hour for the 2006-2007 contract year and to eighty cents (\$.80) per hour for the 2008-2009 contract year.

When a Laborer is acting as a Leader on a carpentry or masonry project, the Laborer shall receive the Leader premium.

If an Operator is assigned to perform duties at the Landfill Flare, the Operator shall be paid at the rate of Operator Repairperson when performing that work.

- 16.2 Employees who are required to work unscheduled or emergency overtime work shall receive a meal allowance(s) in accordance with the Department of Public Utilities standard policy. The amount of the meal allowance shall be seven dollars and fifty cents (\$7.50).
- 16.3 The City shall pay the IRS rate per mile, as established each January 1, when an employee is required to use his personal vehicle on assigned duties.
- 16.4 Utility Mechanics who hold one or more of the following licenses shall receive a premium of one dollar (\$1.00) per hour. An Operator Repairperson who holds one or more of the following licenses shall receive this premium for any hours during which he performs work using said license. For the purposes of this section, the licenses referenced above are:

- (1) P-1 Contractor Unlimited
- (2) P-2 Journeymen Unlimited
- (3) E-1 Class I Unlimited Contractor
- (4) E-2 Class II Unlimited Journeymen

The employee is responsible for renewal of his/her license before the date of expiration and presenting it to the department head. Department heads will send copies of licenses to the Personnel Director who, in turn, will submit to the Payroll Department a list of names, licenses held and the expiration dates. Premiums will only be paid to holders of a valid license.

- 16.5 As a condition of employment, all new employees at the water and treatment plants shall obtain Level 1 certification within one year of hire, and shall maintain such certification as a condition of continued employment.

All employees hired on or after February 1, 2003 shall be required to achieve Level 4 certification not later than five (5) years following date of hire.

Employees hired prior to February 1, 2004 shall be required to make a good faith effort to achieve Level 4 certification. The City will assist such employees by providing study materials and, if feasible, courses.

- 16.6 All cross connection inspectors holding a State of Connecticut certificate shall receive a premium of one dollar (\$1.00) per hour for all hours worked.
- 16.7 The City shall continue to offer the option of direct deposit to employees. The Union agrees that employees are encouraged to use the direct deposit system for receipt of their earnings.

The City shall have the option to convert to a biweekly pay system. The City intends to do so when it is able to implement biweekly pay for a substantial majority of employees. Prior to implementation of biweekly pay, the City shall give three (3) months notice to the Union and to employees.

ARTICLE 17 - JURY DUTY

- 17.1 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 18 - MANAGEMENT RIGHTS

- 18.1 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.

- 18.2 Without limiting the foregoing, the City shall have the right to transfer or reassign qualified employees wherever the City's needs require, irrespective of whether or not such transfer or reassignment crosses departmental lines, as long as the transfer or reassignment does not cross beyond Teamster bargaining unit lines.

ARTICLE 19 - PENSION PLAN

- 19.1 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.
- 19.2 If an employee is eligible for normal retirement and dies while in active employment before retiring, the surviving spouse shall be paid a forty thousand dollars (\$40,000) survivor benefit.

If an employee has fifteen (15) or more years of service and dies while in active employment before retiring, the surviving spouse shall be paid a thirty thousand dollars (\$30,000) survivor benefit.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.1 An employee who has completed at least one year of service in the bargaining unit may request a leave of absence without pay. The request shall be in writing and shall state the reason for the leave as well as the amount of leave requested. The request shall be submitted in advance to the employee's department head and the Personnel Department. The decision to grant or deny such leave shall be in the discretion of the Personnel Department. Such leave of absence shall be without pay or benefits, but an employee shall not lose his or her seniority as a result of taking such leave of absence. A leave of absence will be for an approved period of time, but in no instance will the leave be for more than one (1) year. During the period of the leave, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in forfeiture of the employee's right to return to employment with the City. If an employee fails to return to work at the expiration of a leave of absence, his/her employment shall be terminated.

ARTICLE 21 – DRUG AND ALCOHOL TESTING

- 21.1 CDL Employees. The consequences of failure of a drug or alcohol test for employees holding CDL licenses are set forth in the City's Drug and Alcohol Policy for Safety Sensitive Employees.
- 21.2 Non-CDL Employees. The City's Drug and Alcohol Policy for Non-Safety Sensitive Employees shall include the following provisions in the section on "Penalties for Violations":

Employees who are involved with illegal drugs or controlled substances on their own time will be subject to disciplinary action up to and including discharge if such involvement has an adverse effect on the City. Examples of adverse effects are impaired work performance or attendance, endangered safety of employees or the public, and improper use of City property.

The following are the specific penalties for employees who violate the City's Drug and Alcohol Policy for Non-Safety Sensitive Employees:

(a)	Refusal to submit to testing	Discharge
(b)	Positive drug test or alcohol test with concentration of .04 or greater – first occasion	Opportunity for rehabilitation: if accepted and successfully completed, return to work after leave which shall be considered a disciplinary suspension; if rejected or if not successfully completed, discharge
(c)	Positive drug test or alcohol test with concentration of .04 or greater – second occasion	Discharge
(d)(i)	Positive alcohol test with concentration of .02 to .039 – first occasion	Disciplinary suspension of not less than one day and continuing until re-tested and free of alcohol
(d)(ii)	Positive alcohol test with concentration of .02 to .039 – second occasion	Ten-day disciplinary suspension, at which point the employee must exercise the opportunity for rehabilitation; however, discharge shall result if the first positive alcohol test was .04 or greater
(d)(iii)	Positive alcohol test with concentration of .02 to .039 – third occasion	Discharge
(e)	Possession of drug paraphernalia	Discharge
(f)	Sale or distribution of drugs	Discharge
(g)	Abuse of prescription drugs	Same approach as illegal drugs
(h)	Use of alcohol while on duty	Discharge

ARTICLE 22 - DURATION AND TERMINATION

- 22.1 This Agreement shall be effective on signing with the following exceptions:
- a. Payments to the Teamsters Health Services and Insurance Fund shall be retroactive to July 1, 2005 at the rates specified in Article 14, Section 14.1. The City's agreement to make these payments retroactively is without prejudice to its position on retroactivity in any future negotiations.
 - b. Individuals employed when this Agreement becomes effective shall receive the wage rate of Article 16, Section 16.1 effective July 1, 2005 as specified in that Section.

22.2 This Agreement shall terminate on the 30th day of June, 2009.

Signed this ____ day of _____, 2005.

CITY OF DANBURY

LOCAL UNION #677, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By _____
Mark Boughton
Mayor

By _____
Warren Lucid
Business Representative

By _____
Dena Diorio
Director of Finance and Personnel

APPENDIX A

TEAMSTERS RETIREE INSURANCE PLAN

Plan SR Monthly Premium Rates – Ages 55 to 60

Member	\$ 470.00
Member & Spouse	\$ 940.00
Member, Spouse & Child	\$1,130.00
Member & Child	\$ 660.00

Plan SR (\$1,000,000 Maximum Benefit) Monthly Premium Rates – Ages 60 through 64

	30 or More Years of Coverage	25-29 Years of Coverage	20-24 Years of Coverage	15-19 Years of Coverage
Member	\$98.00	\$120.00	\$131.00	\$142.00
Member & Spouse	\$196.00	\$240.00	\$262.00	\$284.00
Children	\$190.00	\$190.00	\$190.00	\$190.00

APPENDIX B

**OPERATORS' WORK SCHEDULE
DANBURY WATER TREATMENT PLANTS**

Shift	Sunday	Monday	Tuesday	Wednesd ay	Thursday	Friday	Saturday
11 p.m.	1	1	1	1	1	6	6
7 a.m.	4	4	2 4	2 4	2 4	2	2
	5	5 6	5 6	5 6	5		
			8	8	7 8	7 8	7 8
3 p.m.	7	7	3	3	3	3	3

Positions 1, 2, 3, 4, 6 and 7 are Operators.

Positions 5 and 8 are the Operator Repairpersons.