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MEMORANDUM

TO: Mark D. Boughton via the Common Council

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

DATE: October 21, 2005 **CERTIFICATION #4**

SUBJECT: International Brotherhood of Teamsters - Proposed Collective Bargaining Agreements, Appropriation of Funds

Attached for your review are proposed collective bargaining agreements between the City and the Teamsters. I am also including a request for appropriation related to the proposed contracts. The proposed agreements are for a four-year term beginning July 1, 2005 ending June 30, 2009.

The agreements 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. The contracts also includes a provision that changes the hours of work for Highways, Equipment Maintenance and Parks & Recreation from 7:30 a.m. to 4:00 p.m. to 7:00 a.m. to 3:30 p.m. that will improve operational efficiency. In addition, the contracts change the method of compensating employees for meal allowance, going from \$7.50 per meal which is paid directly to the participating restaurants to a lump sum stipend of \$400 paid directly to the employee.

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.

I am requesting that an appropriation to the following salary accounts be approved to fund the provisions of the new contract:

1340.5020	12,400
3001.5020	48,000
3001.5030	1,500
3005.5020	29,000
3005.5030	1,600
3020.5020	10,000
9200.5020	<u>2,500</u>
Total	<u>105,000</u>

The status of the Contingency Account is as follows:

Budgeted Contingency:	\$1,611,283
Appropriations to Date:	(\$54,200)
This Request:	<u>(\$105,000)</u>
Balance in Contingency:	\$1,452,083

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 WORKS DEPARTMENT
HIGHWAY AND EQUIPMENT MAINTENANCE DIVISIONS**

PARKS AND RECREATION DEPARTMENT

AIRPORT MAINTENANCE DEPARTMENT

2005 - 2009

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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 and Teamsters Local #677, namely, the Highway and Equipment Maintenance Divisions of the Public Works Department; the Parks and Recreation Department; the Airport Maintenance Department.
- 1.2 Shared Services. The City and the Union agree that shared services shall continue in accordance with the past practices that have existed since approximately 1991.
- 1.3 Part-time Employees. The City agrees that it will not create a part-time position(s) for the purpose of laying off a full-time employee(s). The number of part-time positions shall not exceed twenty percent (20%) of the number of full-time bargaining unit employees. In the event that the City creates a part-time position in a bargaining unit job classification, the City will negotiate with the Union over the wages and benefits applicable to the part-time position.

ARTICLE 2 - UNION SECURITY

- 2.1 All present classified full-time employees and unclassified full-time 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 full-time 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.

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

Normally, "seasonal" employees are those employed for ninety (90) or fewer consecutive work days. A seasonal employee may be employed for more than ninety (90) consecutive work days if hired to temporarily replace an employee on a long-term leave due to illness or injury. In such case, the temporary replacement shall be covered by all provisions of the contract, except those relating to job security and discharge, following the completion of ninety (90) work days.

- 2.2 Dues Deductions. The Employer agrees to deduct regular 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. The City shall make payroll deductions of Union dues weekly until such time as there is a change to a biweekly payroll. The Union shall notify the City in writing of the amount of the weekly or biweekly deductions. Dues shall continue to be transmitted to the Union monthly. 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 General Provisions:

- (a) Five (5) days shall constitute a normal work week - Monday through Friday.

Employees in Airport security positions shall work a five-day work week, not necessarily Monday through Friday.

For employees in Airport security positions, the starting time of the shift shall vary, but in any one work schedule period shall be within a four-hour span as designated by the Airport Administrator.

- (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 for the Highway and Equipment Maintenance Divisions shall be from 7:00 a.m. to 3:30 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 Parks and Recreation Department shall be from 7:00 a.m. to 3:30 p.m.

- (d) Any hours worked before the regular starting time or after the regular ending time will 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 hourly rate.
- (f) On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.

4.2 Public Works - Highway only:

- (a) Employees called in for emergency work shall be paid and shall work 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).

This subsection also shall apply to employees of the Equipment Maintenance Division, Airport Maintenance Division and the Parks and Recreation Department when they are working with Highway employees (e.g., on snow plowing).

This subsection shall be applied to all situations in which any number of employees are called in to work after the end of a regular work day and are released before the beginning of the next regular work day. They shall be paid and shall work a minimum of four (4) hours at time-and-one-half (1 1/2). In situations in which any number of employees are called in to work before the start of a regular work day and continue working into the start of the regular work day, the additional hours shall be considered as part of an extended work day. They shall be paid at time-and-one-half only for the additional hours worked.

- (b) 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.

4.3 Emergency Crew - Highway only:

- (a) The emergency crew shall consist of two (2) employees, at least one of whom shall have a valid CDL license.
- (b) The emergency crew's premium shall be 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

- (c) Any employee, when on the emergency crew, who is not available when called for emergency work, will forfeit the emergency crew premium.

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. The replacement will be paid for the hours he works, if any.

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

4.4 Park Maintainers:

The parties agree that, for overtime purposes only, two lists shall be established comprised of Park Maintainers. Each group will be responsible for specific duties requiring overtime work. The lists are in order of seniority. If two or more employees were hired on the same day, seniority is determined by the date on which the application for employment was received by the Civil Service Commission.

Employees on Seniority List #1 will be offered overtime assignments as needed for athletic events at the schools and for snow removal at school sites. Assignments will be on a rotation basis.

Employees on Seniority List #2 will be offered overtime assignments as needed for trash removal at the City parks and snow removal at sites assigned to the Park Department other than schools. Assignments will be on a rotation basis.

4.5 Forestry Employees:

Overtime for tree work shall continue to be offered first to Forestry Division employees. When such employees are not available or insufficient to perform the needed overtime work, the following shall apply:

- a. In the case of emergency overtime which requires the use of equipment or vehicles regularly operated by Highway Division employees, Forestry employees will be supplemented by the Highway Emergency crew. In situations where Highway Division equipment or vehicles are not required, the supplemental work shall be offered to Park Maintenance employees.
- b. For planned or scheduled overtime (as defined in Article 4, Section 4.7 of the contract), if the work requires use of equipment or vehicles regularly operated by Highway Division employees, the work will be offered first to highway employees. Other overtime opportunities will be offered first to Park Maintenance employees.

The following shall apply to Park Maintenance overtime work:

- a. When Park Maintenance Division employees are not available or need supplemental assistance, Forestry Division employees shall continue to be

called to assist them when the nature of the work so requires, as has been the prior practice.

- b. If the Park Maintenance employees require assistance which entails the use of equipment or vehicles normally operated by the Highway Division, Highway Division employees will be offered the overtime first.

Forestry employees shall not be assigned a snow plowing route; they shall be permitted to volunteer for snow plowing on the same basis as other Parks and Recreation Department employees.

4.6 Meal Allowance:

- (a) Prior to approval of this 2005-2009 contract, employees who are required to work unscheduled or emergency overtime work shall receive meal vouchers in accordance with the practice which prevailed prior to the effective date of the 2002-2005 Agreement. More specifically, employees shall be issued meal vouchers by the City to be used at certain restaurants specified by the City. No more than three meal vouchers shall be used by any employee in a twenty-four (24) hour period. The maximum amount shall be seven dollars and fifty cents (\$7.50) per meal.
- (b) On and after approval of this 2005-2009 contract, each employee, including airport employees, who is required to work unscheduled or emergency overtime work on a regular basis during the winter storm season, performing snow plowing, shall receive an annual Meal Allowance Stipend in lieu of the vouchers for meals provided herein. The amount of the stipend shall be four hundred dollars (\$400) annually, payable in the first full pay period in November, with the first such payment made in November 2005.

Prior to payment of the first Meal Allowance Stipend in November of 2005, and in September of each subsequent year, the City's Director of Finance and Personnel the Union shall review the list of employees who shall receive the Meal Allowance Stipend for the year.

In or about September of 2006, the City's Director of Finance and Personnel shall review whether there should be any change in the Meal Allowance Stipend for the 2006-2007 fiscal year. Thereafter, the parties will meet each September to review whether there should be any change in the Meal Allowance Stipend for each remaining fiscal year of this Agreement. If there is mutual agreement to a change in the amount of the meal allowance, such change shall be implemented beginning with the

November 2006 payment. If there is no agreement, the meal allowance shall remain at four hundred dollars (\$400).

- (c) Employees who do not receive the meal allowance provided above and who are required to work unscheduled or emergency overtime work shall receive meal vouchers in accordance with the practice which prevailed prior to the effective date of this Agreement. More specifically, employees shall be issued meal vouchers by the City to be used at certain restaurants specified by the City. No more than three meal vouchers shall be used by any employee in a twenty-four (24) hour period. The maximum amount shall be seven dollars and fifty cents (\$7.50) per meal.

4.7 Overtime Distribution.

Overtime Distribution Procedure for Scheduled or Planned Overtime:

Scheduled or planned overtime is overtime which is scheduled at least twenty-four (24) hours in advance of the work.

For scheduled overtime for highway work, overtime shall first be distributed in accordance with the following categories:

- a. normal job or crew assignment;
- b. current special job, crew or project assignment;
- c. winter section assignment.

For planned overtime not related to the above, 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.

Overtime Distribution for 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.

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 The City shall provide the Union with a seniority list annually.

- 5.3 All department stewards shall be granted superseniority over all other bargaining unit personnel within their respective departments for purposes of layoff and recall.

ARTICLE 6 - HOLIDAYS

- 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	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

- 6.2 If an employee works on a holiday, he shall be paid at the rate of two (2) 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.)
- 6.3 To be eligible for holiday pay, an employee must work all of the last scheduled eight (8) hour day before and all of the next scheduled eight (8) hour day after the holiday. 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.

- 6.4 There shall be no days off in lieu of holiday pay.

ARTICLE 7 - VACATIONS AND PERSONAL LEAVE

- 7.1 For employees of the Highway and Equipment Maintenance Divisions only:
- The vacation period shall begin July 1st of each year and end on June 30th of the next calendar year.

- b. Each employee who will have completed at least one (1) but less than two (2) years of service by June 30th is entitled to one (1) week of vacation to be taken during the six (6) month period immediately preceding and including the June 30th date, except that any employee who completes one year between July 1 and December 31st, inclusive will be entitled to take one (1) week of vacation after his/her anniversary date.
- c. Each employee who will have completed at least two (2) but less than five (5) years of service by June 30th is entitled to two (2) weeks of vacation to be taken during the twelve (12) month period immediately preceding and including the June 30th date.
- d. Each employee who will have completed at least five (5) but less than twelve (12) years of service by June 30th is entitled to three (3) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date. Effective with the 2006-2007 contract year, each employee who will have completed at least five (5) but less than eleven (11) years of service by June 30th is entitled to three (3) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date.
- e. Each employee who will have completed at least twelve (12) but less than twenty (20) years of service by June 30th is entitled to four (4) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date. Effective with the 2006-2007 contract year, each employee who will have completed at least eleven (11) but less than seventeen (17) years of service by June 30th is entitled to four (4) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date.
- f. Each employee who will have completed at least twenty (20) years of service by June 30th is entitled to five (5) weeks of vacation to be taken during the twelve (12) month period immediately preceding and including the June 30th date. Effective with the 2006-2007 contract year, each employee who will have completed at least seventeen (17) years of service by June 30th is entitled to five (5) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date.
- g. If an employee leaves the employment of the City before his/her anniversary date and after using any 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.

7.2 For employees in the Parks and Recreation Department and Airport Maintenance Department only:

- a. The vacation period shall begin July 1st of each year and end June 30th of the next year.
- b. Each employee who will have completed at least one (1) but less than two (2) years of service by June 30th is entitled to one (1) week of vacation to be taken during the six (6) month period immediately preceding and including the June 30th date, except that any employee who completes one year between July 1 and December 31, inclusive will be entitled to take one (1) week of vacation after his/her anniversary date.
- c. Each employee who will have completed at least two (2) but less than five (5) years of service by June 30th is entitled to two (2) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date.
- d. Each employee who will have completed at least five (5) but less than twelve (12) years of service by June 30th is entitled to three (3) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date. Effective with the 2006-2007 contract year, each employee who will have completed at least five (5) but less than eleven (11) years of service by June 30th is entitled to three (3) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date.
- e. Each employee who will have completed at least twelve (12) but less than twenty (20) years of service by June 30th is entitled to four (4) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date. Effective with the 2006-2007 contract year, each employee who will have completed at least eleven (11) but less than seventeen (17) years of service by June 30th is entitled to four (4) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date.
- f. Each employee who will have completed at least twenty (20) years of service by June 30th is entitled to five (5) weeks of vacation to be taken during the twelve (12) month period immediately preceding and including the June 30th date. Effective with the 2006-2007 contract year, each employee who will have completed at least seventeen (17) years of service by June 30th is entitled to five (5) weeks of vacation to be taken during the twelve (12) months immediately preceding and including the June 30th date.

- g. If an employee leaves the employment of the City before his/her anniversary date and after using any 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.
- h. For employees of the Parks and Recreation Department, the following shall apply:
 - (i) The existing sign-up and approval procedures shall continue. Management reserves the right to assign vacation time if an employee fails to sign up.
 - (ii) From May 1 to October 1, an employee who is eligible for two (2) weeks vacation may take a maximum of one (1) week. Other employees may take a maximum of two (2) weeks.
 - (iii) Management may permit exceptions to the above in its discretion.

7.3 For employees of all divisions:

- a. "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.
- b. Employees shall choose their full weeks of vacation in the order of their seniority.
- c. The Department Head shall post a vacation schedule.
- d. Employees who have not selected or taken their vacation by February 28th of the vacation year shall have their vacation time assigned by the Department Head.
- e. 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.
- f. In order to exercise a seniority preference for vacation periods, employees shall be required to sign up for vacation before February 28th of each year. The Department will be able to limit the number of employees on vacation at any one time.

- g. 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 in single days. Employees in the Highway, Equipment Maintenance and Airport Maintenance divisions may not take any of their third week of single days from November 1 to April 1. Employees in the Parks and Recreation Department may not take any of their third week of single days from April 1 to November 1.
 - (iv) No employee may take more than two (2) single days of vacation in any month.
 - h. Requests for a single day of vacation must be made at least seventy-two (72) hours in advance. If more employees request a single 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 during the thirty (30) days prior to the requested day.
 - i. There shall be no carry-over of vacation from one vacation period to the next. Vacation not taken during the vacation period, as defined in Section 7.1(a) or 7.2(a) as applicable, shall be forfeited.
 - j. Employees must take vacation in full day increments.
- 7.4 All employees shall be entitled to one (1) personal day per contract year. Forty-eight (48) hours notice must be given to the Employer. Employees must take personal leave in a minimum of half-day increments.

ARTICLE 8 - SICK LEAVE

- 8.1 For employees hired before April 16, 1980, sick leave shall be fifteen (15) days per year, accumulated at the rate of 1.25 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 spouse or estate. Unused sick leave will be paid on retirement.

- 8.2 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.

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.

- 8.3 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.

- 8.4 Income Protection Plan. Employees hired after April 16, 1980, and those employees who elect to be so covered, shall be covered by the following sick leave provisions:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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.
- f. As an alternative to the crediting of unused occasional sick leave days to the sick leave account provided for in paragraph e, an employee who does not use any of the sick days of paragraph e during the fiscal year shall be paid for one-half of those days in the month of July following completion of the fiscal year.

8.5 Employees must take sick leave in a minimum of half-day increments.

8.6 Workers' Compensation. Any employee absent from duty because of Workers' Compensation causes connected to their employment with the City of Danbury 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 sick pay for each day that he elects to receive the difference between workers' compensation benefits and his regular straight time pay.

8.7 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, including large mowers used by Parks employees.
- 11.2 The City shall make arrangements to provide tool insurance for employees classified as Auto Mechanics for coverage against theft up to five thousand dollars (\$5,000.00) per covered employee with a two hundred fifty dollar (\$250.00) 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.
- 11.3 The City shall furnish and launder uniforms for its automotive mechanics, the Parks Mechanic and Airport employees. The City shall provide each Forestry Department employee with uniforms, including one jacket with liner.
- 11.4 All broken and worn out tools owned by the City shall be replaced by the Employer.
- 11.5 The City shall pay an allowance to each mechanic, including the Parks Mechanic, who furnishes his own tools. The allowance shall be 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 |
- 11.6 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.

Coveralls shall be made available to employees during unusual circumstances where the work performed is unusually dirty or would take undue wear and tear upon the employee's clothing.

Coveralls shall also be made available to employees repairing plows.

- 11.7 All employees shall be required to wear safety shoes that meet OSHA standards during the work day. 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).

The City shall continue its practice concerning replacement of shoes damaged in the line of duty subject to the approval of management.

- 11.8 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.

- 11.9 The Employer shall furnish a safety belt and climbing rope for the tree climber.

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 the 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 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 full-time classified employees and for full-time 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 ninety-first (91st) day of employment for all other full-time 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, 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 pre week, for a period of twelve (12) weeks.

- 14.4 The Employer and Union, which are signatures 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.
- 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 stewards and/or the business representative must present the grievance to the appropriate superintendent, or his representative with authority to act on such grievance, 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 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.

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

15.4.4 Step 4. If prior Steps 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, 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 interests 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 City shall pay the following rates:

CLASSIFICATIONS	7/1/2005	7/1/2006	7/1/2007	7/1/2008
	3.00%	3.00%	3.00%	3.00%
Laborer II	\$19.14	\$19.71	\$20.30	\$20.91
Laborer II/Mason	\$20.61	\$21.23	\$21.87	\$22.53
Auto. Equip. Operator II	\$20.24	\$20.85	\$21.48	\$22.12
Auto. Equip. Operator III	\$20.99	\$21.62	\$22.27	\$22.94
Secretary/Dispatcher	\$21.10	\$21.73	\$22.38	\$23.05
Truck Driver	\$19.46	\$20.04	\$20.64	\$21.26
Truck Driver (Ten Wheeler)	\$19.97	\$20.57	\$21.19	\$21.83
Permit Inspector	\$20.63	\$21.25	\$21.89	\$22.55

Lead Tree Operator	\$23.55	\$24.26	\$24.99	\$25.74
Tree Worker - Climber/Operator II	\$20.24	\$20.85	\$21.48	\$22.12
Tree Worker - Bucket Operator	\$20.24	\$20.85	\$21.48	\$22.12
Tree Worker - Driver	\$19.46	\$20.04	\$20.64	\$21.26
Tree Worker - Groundsperson	\$19.11	\$19.68	\$20.27	\$20.88
Mechanic	\$22.51	\$23.19	\$23.89	\$24.61
Head Mechanic	\$23.55	\$24.26	\$24.99	\$25.74
Parts Attendant	\$20.65	\$21.27	\$21.91	\$22.57
Parks Maintainer	\$19.46	\$20.04	\$20.64	\$21.26
Parks Mechanic	\$21.59	\$22.24	\$22.91	\$23.60
Airport Equipment Operator III	\$20.99	\$21.62	\$22.27	\$22.94
Airport Equipment Operator II	\$20.24	\$20.85	\$21.48	\$22.12
Airport Maintainer	\$19.46	\$20.04	\$20.64	\$21.26

16.2 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.

- 16.3 a. An Airport Equipment Operator II shall be paid at the rate of Airport Equipment Operator III for any work day upon which he operates, for four (4) hours or more, equipment normally operated by the Airport Equipment Operator III.
- b. A Parks Equipment Operator shall be paid at the rate of an Equipment Operator II for any workday upon which he operates, for four (4) hours or more, equipment normally operated by the Equipment Operator II.
- c. The City may designate an employee(s) to serve as a "leader" when the need arises, in the Equipment Maintenance Division and/or the Highway Division. In the Park Maintenance Division, the City may designate an employee(s) to serve as a "leader" whenever it is known that the Foreman will be absent/the position will be vacant for one week or more. The premium shall be seventy cents (\$.70) per hour for each hour worked as a

"leader". 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.

- d. An employee who performs box paving shall be paid a premium of one dollar (\$1.00) per hour for any workday upon which he performs box paving for four (4) hours or more.
 - e. An employee who repairs plows shall be paid a premium of fifty cents (\$.50) per hour for any workday upon which he repairs plows for four (4) hours or more.
- 16.4 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.

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.

- 16.5 The City may require that employees in the position of Park Maintainer obtain and maintain a Commercial Driver's License. This requirement shall not apply to Park Maintainers employed at the time of the signing of the 1999-2002 Agreement who do not currently have a CDL; however, any such employee who voluntarily obtains a CDL thereafter shall be required to maintain it.

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.
- 17.2 An employee who receives a notice for jury duty shall notify the City promptly and provide a copy of the notice to the Department Head. If the jury service notice has provision for the employee to call the night before, and the employee is actually ordered to report for jury duty, the employee must call the supervisor and so inform him at least fifteen minutes before the start of the work shift. Provided that the employee must report to jury duty not later than 10:00 a.m., the

employee need not actually report to the work site prior to reporting to court. If the employee need not report to the court until noon or later, the employee must report to the work site in the morning. If an employee reports to jury duty in the morning and is released prior to noon, the employee must report back to work for the remainder of the work day.

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.

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

MEMORANDUM OF UNDERSTANDING

The City and the Union agree that the following reclassifications shall be effective July 1, 2006:

Scott Seffazza shall be reclassified to the position of Airport Equipment Operator III.

Thomas Hart shall be reclassified to the position of Airport Equipment Operator II.