

CONTRACT
between
THE CITY OF NORWICH
and
The United Public Service Employees
Union
911 EMERGENCY DISPATCHERS
July 1, 2017 – June 30, 2022

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PREAMBLE

THIS CONTRACT by and between the CITY OF NORWICH, Connecticut, hereinafter called the “City”, and The United Public Service Employees Union (UPSEU), hereinafter called the Union, is designed to maintain and promote a harmonious relationship between the City and its 911 Emergency Dispatchers, in order that more efficient and progressive public service may be rendered. This contract will provide an equitable and peaceful procedure for the resolution of differences; the establishment of pay, hours of work, benefits, and other workplace rights or conditions; and any other matters that are within the meaning of employment conditions or benefits.

ARTICLE 1 – RECOGNITION

The City hereby recognizes UPSEU as the exclusive representative and bargaining agent for the bargaining unit, consisting of all full-time 911 Emergency Dispatcher positions within the City of Norwich. Decision #4520, March 31, 2011.

ARTICLE 2 – MERIT SYSTEM

Section 1. Chapter XIV of the Charter of the City of Norwich and the Merit System Rules promulgated in accordance with said Chapter, adopted by the Personnel and Pension Board of the City of Norwich on April 22, 1953, as amended, shall control all matters dealing with the employee relationships between members of the Union and the City, except as the terms of this Contract shall conflict with the terms of said Chapter XIV of the Charter or said Merit System Rules, in which case the terms of this Contract shall be binding.

Section 2. Notwithstanding Section 1 of this Article, any change in the Merit System Rules which may be adopted after the date of the execution of this Contract, which change increases the benefits of all employees of the City covered by the Merit System Rules and which change provides greater benefits than the terms of this Contract, shall supersede the terms of this Contract with regard to such benefits. This paragraph shall not be construed to provide for the members of the Union those specific benefits not covered by the Merit System Rules which may be

included in the terms of any other Contract between the said City and any other of its employee bargaining groups.

ARTICLE 3 – UNION MEMBERSHIP REQUIREMENTS

Section 1. Employees will be required, as a condition of employment, to join the Union after completion of thirty (30) days, or in lieu thereof, pay an agency service fee as established by the Union. The City shall notify each employee of this requirement at the time of their employment, and shall notify the Union that such employee has been hired, which notice shall include name, home address, occupation, classification, and rate of pay.

Section 2. Should any employee fail or refuse to join the Union or maintain membership therein, or in lieu thereof pay an agency service fee as established by the Union, as herein before provided, the Union may request the City to discharge said employee, provided that such request is made in writing to the Human Resources Director. The Human Resources Director shall then notify the employee within two (2) weeks of the date of receipt of the aforesaid request, that he/she will be terminated if he/she does not join or rejoin the Union within two (2) weeks of the date of receipt of said letter from the Human Resources Director or the Department Head. Further, the employee will be discharged by the City in accordance with the foregoing, unless either said employee joins or rejoins the Union in accordance with Section 2 of this Article, or in lieu thereof pays an agency service fee as established by the Union. Notwithstanding the aforesaid, if the City has notified the Union that the matter is in dispute, the City will not be obliged to discharge said employee until the matter has been fully adjudicated.

Section 3. The City shall deduct union dues or agency service fee from the earned wages from each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except as authorized by him/her on an appropriate form, a copy of which shall be submitted to the City. Such authorization shall be continued thereafter if a Contract exists between the City and the Union.

Section 4. The Union agrees to defend, indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liabilities, including, but not limited to, all legal fees and costs that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with any of the provisions of this Article of this Contract.

ARTICLE 4 – UNION ACTIVITIES

Section 1. Not more than two (2) members of the Union shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of the Contract when such meetings take place at a time during which such members are scheduled to be working.

Section 2. No more than one (1) member of the bargaining unit shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such member is scheduled to be working.

Section 3. Such officers and members of the Union, as designated by the Union, not to exceed one (1) employee at any one time, shall be granted leave from duty with full pay for Union business, such as attending Union conferences, provided that the total leave for this bargaining unit for the purposes set forth in this Section shall not exceed five (5) days in any fiscal year. All such leave shall be requested at least fourteen (14) days in advance.

ARTICLE 5 – HOLIDAYS

Section 1. Each full-time employee of the bargaining unit shall be entitled to receive annually the following twelve (12) legal holidays:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr. Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving

Independence Day

Christmas Day

If an employee is assigned to work any of the aforementioned legal holidays, or if the holiday falls on a day an employee is not scheduled to work as part of his/her assigned workweek, then that employee shall be entitled to a compensatory day off in lieu of said legal holiday. However, if the legal holiday falls on a day the employee is assigned to work and the employee is given the day off, then the employee will not be entitled to a compensatory day off in lieu of said holiday. A compensatory day off shall be used by each employee at the employee's convenience, subject to departmental needs, provided however, the same shall not be unnecessarily withheld. The Chief shall be notified in writing three (3) days in advance. No more than one employee shall be granted compensatory holidays off on any one (1) shift. The compensatory holiday time off shall be granted on a first-come-first-served basis, upon receipt of written notice by the Chief. Requests for compensatory holiday time off shall be submitted not less than three (3) days before nor more than thirty (30) days before the requested day off. The Chief shall administer such compensatory holidays off so that every employee shall have an equal opportunity to receive the compensatory days off of his/her choice, subject to the limitations herein set forth.

Section 2. Holiday leave shall not be earned until the day established by the City as the official legal holiday. Irrespective of any past practice, under no circumstances shall holiday leave be granted to an employee prior to said day being earned. Notwithstanding the aforesaid, holiday leave may be taken in advance of the day it is earned, except that an employee may not receive more holiday leave days off in a calendar year than there are legal holidays in such calendar year. Such request must be made in writing to the Police Chief, or his/her designee, at least three (3) days in advance. The failure of the Police Chief, or his/her designee, to grant such request due to a shortage of manpower shall not be a grievable matter by the Union or the employee. Further, under no circumstances shall advance holiday leave be granted to a probationary employee. In the event that an employee has received advance holidays which he/she has not earned at the time of his/her separation from the Police Department, an amount equal to an employee's regular hourly rate of pay, multiplied by eight (8) hours for each such advanced day off, shall be deducted from his/her remaining pay from the City, and/or from unused

compensable earned time, and/or from any reimbursable pension contributions to the employee or future pension payments to the employee.

Section 3. Holiday leave, once earned, shall be granted and taken in the calendar year it has been earned. It cannot be carried from one year to the next, unless a request is submitted by the employee to the Police Chief who may, if he/she deems it in the best interest of the Department and the City, and if the same is approved by the Human Resources Director, permit the employee to carry over a maximum of two (2) earned holidays from one calendar year to the next. Any such approved carry-over days shall be taken no later than June 30th of said following calendar year. Notwithstanding the foregoing, if an employee's holiday request is refused on two (2) occasions, and the same cannot reasonably be rescheduled before January 1st of the following year, said holiday request may be carried over from one year to the next. All such carry-over leave days shall be taken no later than June 30th of the following calendar year.

Section 4. Notwithstanding the provisions of Section 1 and Section 3 of this Article, any employee may elect to be paid at his/her regular hourly rate for any legal holiday during the calendar year, in lieu of taking a compensatory day off, provided he/she is either assigned to work on said holiday or the legal holiday falls on a day the employee is not scheduled to work as part of his/her assigned workweek. However, if the legal holiday falls on a day an employee is assigned to work and the employee is given the day off, then the employee will not be afforded the option of being paid at his/her regular hourly rate for said holiday, in lieu of having the day off. An employee who wishes to be paid for a legal holiday, in accordance with the above, must notify the Police Chief in writing prior to December 31st in said calendar year indicating that he/she desires to be so paid. Payment for any holiday shall not be made prior to the holiday being earned.

Section 5. Effective 11/22/2018, employees required to work the holidays of Thanksgiving and Christmas shall be paid double time for all hours worked.

ARTICLE 6 – WORKWEEK

The 911 Emergency Dispatchers shall have a standard workweek of forty (40) hours. The City currently has three (3) eight (8) hour shifts (days, evenings and nights), with dispatchers working five (5) days on followed by two (2) days off. However, it is mutually understood and agreed that the normal work day for 911 Emergency Dispatchers may vary from day to day as determined by the City. The City cannot change a Dispatcher's regularly scheduled shift on a permanent basis except in the case of need as determined by the City.

911 Emergency Dispatchers shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate for all hours worked in excess of forty (40) hours in any one (1) week, when such overtime is authorized by the Police Chief and approved by the City Manager. No compensation or allowance of any kind shall be allowed for overtime not authorized.

The word "overtime" as used in this section shall mean overtime as herein authorized and no compensation or allowance of any kind shall be given for overtime not authorized. Unless otherwise provided, overtime shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate. Notwithstanding the aforesaid, if not prohibited by federal or state law, employees who work overtime may request compensatory time at the applicable rate in lieu of overtime pay. Accrual of compensatory time in lieu of overtime pay shall be requested in advance, and is subject to the approval of the Police Chief and the Human Resources Director. Employees shall under no circumstances be permitted to accumulate more than forty (40) hours of compensatory time. The failure of the City to grant compensatory time shall not be a grievable matter by the Union or the employee.

NOTE: Furthermore it is understood that the Dispatchers, as a result of the new schedule, will have excess staffing three days a week. It is agreed the Dispatchers will take eight (8) of their paid holidays or vacation days on those days to lessen the financial impact upon the City caused by the implementation of the new schedule.

Notwithstanding the above, for those Dispatchers where the excess staffing occurs on their normal third day of the workweek, their "Wednesday", they will not be required to take eight of their paid holidays or vacation days on those days.

ARTICLE 7 – WAGES/COMPENSATION

Each employee covered by this agreement shall receive wage increases as follows, resulting in the Annual Wage Chart shown below:

- Effective and retroactive to July 1, 2017: two (2.0%) percent increase
- Effective and retroactive to July 1, 2018: two (2.0%) percent increase
- Effective July 1, 2019: two (2.0%) percent increase
- Effective July 1, 2020: two (2.0%) percent increase
- Effective July 1, 2021: two and one half (2.5%) percent increase

Annual Wage Chart:

	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022
Entry	\$47,565.93	\$48,517.25	\$49,487.60	\$50,477.35	\$51,739.28
1 year	\$49,469.31	\$50,458.70	\$51,467.87	\$52,497.23	\$53,809.66
2 years	\$51,448.48	\$52,477.45	\$53,527.00	\$54,597.54	\$55,962.48
3 years	\$53,505.77	\$54,575.89	\$55,667.41	\$56,780.76	\$58,200.28
4 years	\$55,646.93	\$56,759.87	\$57,895.07	\$59,052.97	\$60,529.29
5 years	\$57,873.09	\$59,030.55	\$60,211.16	\$61,415.38	\$62,950.76
6 years	\$60,187.68	\$61,391.43	\$62,619.26	\$63,871.65	\$65,468.44

Each employee shall be paid a forty-five (0.45) cents per hour shift differential for the evening shift and a fifty-five (0.55) cents per hour shift differential for the midnight shift.

Direct deposit with email notification is required of all wages.

Fiscal year is based on an average of two hundred sixty-one (261) days to compute the hourly rate.

The City reserves the right to change to a biweekly pay system, provided that all other municipal departments, exclusive of the Board of Education and Norwich Public Utilities, change to a biweekly pay system. The City shall notify the Union no less than four (4) weeks in advance of any such change.

ARTICLE 8 – INSURANCE

Section 1. Insurance Benefits for Employees

Unless otherwise specified, effective upon the execution of this Contract, or as soon thereafter as possible, the City shall provide and pay for insurance for all employees covered by this Contract in accordance with the following schedule:

- a. **Life Insurance:** The City shall provide and pay for the entire cost of a thirty thousand (\$30,000.00) dollar Term Life Insurance Policy.

- b. **Health Insurance:** All employees shall be offered coverage by a PPO Plan, an HMO, or a High Deductible Health Plan/Health Savings Account. Plan descriptions are shown in Appendix A. Employees shall pay the following percentages of the cost of the PPO, HMO, or High Deductible Health Plan/Health Savings Account plans, as shown below:

Effective and Retroactive Date Of Coverage	PPO Plan	HMO Plan	HSA Plan
7/1/2017	17.0%	14.0%	
7/1/2018	17.0%	14.0%	
7/1/2019	N/A	N/A	7.0%
7/1/2020	N/A	N/A	8.0%
7/1/2021	N/A	N/A	9.0%

The Health Savings Account option is a high-deductible plan, with a fifteen hundred (\$1,500.00) dollar annual deductible for single members and three thousand (\$3,000.00) dollar annual deductible for two (2) or more members. The City will contribute seventy five (75%) percent of the deductible in one lump sum for FY 2020, to be paid the first pay period in July 2019, sixty percent (60%) of the deductible for FY 2021 payable in equal prorated payments and fifty percent (50%) of the deductible for FY 2022 payable in equal prorated payments.

- c. Dental Insurance: The City shall provide and pay one hundred (100%) percent of the cost of individual coverage and seventy-five (75%) percent of the cost of family coverage of a co-pay dental plan with Riders A, B and C. The employee will be required to pay, in advance, the remaining twenty-five (25%) percent of the cost of said family coverage.

- d. Workers' Compensation Plan: The City shall pay the cost of a Workers' Compensation Plan which provides for one hundred (100%) percent of his/her regular compensation during the first six (6) months of employment-connected disability, and thereafter, in accordance with the Workers' Compensation Act. The City shall require an employee receiving payment under the Workers' Compensation Act to submit to the City written medical reports from the employee's doctor(s) at least once a month to certify that he/she is still injured or disabled, and is not capable of returning to his/her job with the City, and that said employee has not reached the point of maximum recovery. Failure of the employee to provide said reports shall relieve the City of its obligation to make up the aforesaid difference in the employee's base weekly salary less Workers' Compensation.

- e. Right to Select Carrier: The benefits provided for in subsections a, b, c and d of Section 1 of this Article shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. In the event the City changes insurance carrier(s), the City agrees the present level of coverage and benefits shall remain in effect. The City agrees to meet with the Union to discuss such changes in provider(s), prior to making such changes.

Section 2. Insurance Benefits for Retirees

Unless otherwise specified, effective upon the execution of this Contract, or as soon thereafter as possible, the City shall provide and pay for the insurance for all retirees covered by this Contract in accordance with the following schedule:

- a. The City shall provide and pay for the entire cost of a ten thousand (\$10,000.00) dollar paid-up Life Insurance policy for employees who retire after ten (10) years of service with the City.
- b. For employees retiring who were hired before 7/1/2013, the City agrees to pay one hundred (100%) percent of medical insurance premiums, including all riders provided for bargaining unit employees. In addition, the City agrees to pay fifty (50%) percent of medical insurance premiums, including all riders provided for the spouses of bargaining unit employees. The retiree will be required to pay, in advance, the remaining fifty (50%) percent of the cost of said spouse's coverage. The City will continue to pay such premiums until the retiree and spouse become eligible for Medicare. The City *will not* pay the cost of such coverage for any employee retiring on a disability or deferred pension.
- c. For employees retiring who were hired by the City on or after 7/1/2013 are not eligible for retiree medical/dental insurance through the City of Norwich and the City will not pay for the cost of any insurance.
- d. For employees retiring who were hired before December 31, 2007, the City agrees to pay fifty (50%) percent of the cost of Major Medical benefits under a Supplemental Major Medical Expense Plan, individual coverage only, for those who have reached Medicare eligibility. The retiree will be required to pay, in advance, the remaining fifty (50%) percent of the cost of said coverage. The retiree shall have the option to purchase, at his/her expense, coverage for dependents through the City's insurance policies (at group rates) providing the benefits are available through the City's insurance provider. The City *will not* pay the cost of such coverage for any employee retiring on disability or deferred pension.
- e. For employees retiring who were hired after December 31, 2007, the City agrees to pay twenty-five (25%) percent of the cost of Major Medical benefits under a Supplemental Major Medical Expense Plan, individual coverage only, for those who have reached Medicare eligibility. The retiree will be required to pay, in advance, the remaining seventy-five (75%) percent of the cost of said coverage. The retiree shall have the option to purchase, at his/her expense, coverage for dependents through the City's insurance policies (at group rates) providing the

benefits are available through the City's insurance provider. The City will not pay the cost of such coverage for any employee retiring on disability or deferred pension.

- f. Right to Select Carrier: The benefits provided for in subsections a, b, d and e of Section 2 of this Article shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. In the event the City changes insurance carrier(s), the City agrees the present level of coverage and benefits shall remain in effect. The City agrees to meet with the Union to discuss such changes in provider(s) prior to making such changes.

- g. Any employee retiring after July 1, 2019 who is eligible for retiree group health insurance coverage under Section 2 of this Article 8, may elect to utilize the PPO Plan summarized in Appendix B instead of the HDHP Plan during their retirement until such time as they reach Medicare age. The City will not pay the cost of such coverage for any employee retiring on disability or deferred pension.

Section 3. Waiver of Coverage

- a. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage's outlined above and, in lieu thereof, shall receive an annual payment in cash of: seven hundred (\$700.00) dollars for single, one thousand (\$1,000.00) dollars for two (2) person, or one thousand five hundred (\$1,500.00) dollars for family. Payment in lieu of coverage will only be made if the coverage cancellation is voluntary on the part of the City employee. Payment to those employees waiving coverage shall be made in equal payments in February and June. Proof of change in insurance status may be required by the City. Any payments under this Section shall not be regarded as compensation for wages, overtime, or pension calculation purposes. The waiver provision is not available to employees or eligible dependents who are able to transfer to another member's coverage that is provided by the City of Norwich, Norwich Public Utilities, or Norwich Board of Education.

- b. Where a change in an employee's status prompts the employee to resume City-provided insurance coverage, the written waiver may, upon written notice to the City, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
- c. Notice of intention to waive insurance coverage must be sent to the Human Resources Director not later than October 1st. to be effective January 1st. of each contract year. The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage.
- d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Section 4. The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City's Premium Conversion Plan (hereinafter "Plan") whereby eligible employees are permitted the option to pay for medical insurance coverage as required by this Agreement with a portion of their salary prior to federal income or Social Security taxes being withheld. Subject to the provisions of the Code and the Plan, the City shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefit programs maintained by the City or required by law.

ARTICLE 9 – UNIFORM/CLEANING ALLOWANCE

Section 1. An annual uniform allowance of five hundred (\$500.00) dollars shall be granted to full-time 911 Emergency Dispatchers in the Police Department for the purchase of approved uniforms.

Section 2. All full-time 911 Emergency Dispatchers in the Police Department shall receive an annual uniform cleaning allowance of three hundred (\$300.00) dollars.

Section 3. It is mutually understood and agreed that all uniforms and equipment purchased under this Article are the property of the City. Upon leaving the service of the City, irrespective of the reason, all such uniforms and equipment shall be returned to the City.

Section 4. A complete list of accepted/required uniform items that can be purchased from the employees clothing allowance is included in the Norwich Police Department Uniform Policy. Items that can be purchased from a store of the employee's choice include; white or black underwear t-shirt with or without sleeves, black socks, black uniform tie, black belts, and shoe polish kits.

Employees shall be allowed to purchase clothing suitable for training and court appearances from the employees clothing allowance.

ARTICLE 10 – VACATION

Section 1. Employees covered by this Agreement shall receive vacation leave according to the following schedule:

1 year, but less than 6	2 calendar weeks' vacation
6 years, but less than 13	3 calendar weeks' vacation
13 years, but less than 16	4 calendar weeks' vacation
16 years, but less than 17	4 calendar weeks' vacation + 1 day
17 years, but less than 18	4 calendar weeks' vacation + 2 days
18 years, but less than 19	4 calendar weeks' vacation + 3 days
19 years, but less than 20	4 calendar weeks' vacation + 4 days
20 years, or more	5 calendar weeks' vacation

Section 2. The additional week of vacation time shall be credited to the employee on the anniversary date of his/her employment.

Section 3. Vacation leave earned during the calendar year shall be granted and taken during the following calendar year. It cannot be carried from one year to the next, unless a request is submitted by the employee to the Police Chief prior to the close of the calendar year in which said days were to be taken. The Police Chief may, if he/she deems it in the best interest of the Department and the City, and if the request is also approved by the Human Resources Director, permit the employee to carry over a maximum of five (5) earned vacation leave days from one (1) calendar year to the next. Any such approved carry-over days shall be taken no later than June 30th of the following calendar year. If carry-over days are not used by June 30th of the following year, they will be cancelled.

Section 4. No more than one (1) employee shall be granted vacation leave off on any one (1) shift.

Section 5. At the time of an approved retirement, separation from service in good standing, or death, all cumulative vacation leave shall be paid to the employee, his/her designated beneficiary, or in lieu thereof, to the estate of the employee.

Section 6. Employees may take vacation leave only in increments of eight (8) hours or more. Vacation requests of blocks of two (2) hours may be granted at the sole discretion of the Chief or designee.

ARTICLE 11 – RETIREMENT AND PENSION FUND

Section 1. Employees who are participating members of the City of Norwich Employee's Retirement Fund will continue to retire in accordance with the provisions of said Fund, as amended.

Section 2. Upon successful completion of the probationary period, an employee shall be granted up to two (2) years to "buy back" probationary retirement time.

Section 3. City Pick-up of Mandatory Retirement Contributions

Notwithstanding any other provision of The City of Norwich Employee's Retirement Fund to the contrary, the City, in accordance with the provisions of

Section 414(h)(2) of the Internal Revenue Code (hereinafter “Code”), as the same may be amended from time to time, so long as legally permissible, shall pick-up mandatory employee retirement contributions with respect to bargaining unit employees payable on all salary earned on or after July 1, 1994, or whenever the last governmental action necessary to effectuate the pick-up is made, whichever date is later. Such pick-up contributions shall be in lieu of employee contributions. The City shall pick-up these employee contributions by an equivalent reduction in the cash salary of the employees. Employees shall not have the option of electing to receive the contributed amounts directly rather than having such amounts paid to The City of Norwich Employee’s Retirement Fund. The employee contributions so picked-up by the City shall for all purposes (including determining “average annual pay” under The City of Norwich Employee’s Retirement Fund) be considered to be included in an employee’s annual gross salary and shall for all purposes be treated in the same manner and to the same extent as employee contributions made prior to July 1, 1994.

ARTICLE 12 – LEAVE PROVISIONS

Section 1. Sick Leave

- a. Each employee shall be allowed one (1) day of sick leave with pay for each month of regular full-time service with the City of Norwich.
- b. Unused sick leave shall be cumulative to a maximum of one hundred sixty (160) days.
- c. Employees may take sick leave in increments of one (1) hour or more.
- d. Sick leave shall be granted for absence from duty because of illness, non-compensable bodily injury or disease, exposure to contagious disease or attendance upon members of the immediate family whose illness requires the care of such employee. “Immediate family” is defined for the purpose of these rules as father, mother, sister, brother, wife, husband, or children related either by blood or marriage to the employee. The City shall pay no benefits or wages to an

employee if investigation shows falsification of any claim for sick leave benefits and, in addition, said employee shall be subject to other appropriate disciplinary action. Any dispute or disciplinary action under this Section of this Article shall be subject to the grievance procedure.

e. Payment for Accumulated Sick Leave

At the time of an approved retirement of any member, all sick leave up to a maximum of one hundred (100) days cumulative to the effective date of retirement shall be paid in a lump sum to the employee.

At the time of a death of any member, all sick leave up to a maximum of one hundred (100) days cumulative to the date of the death shall be paid in a lump sum to the employee's designated beneficiary, or in lieu thereof, to the estate of the employee.

For employees hired by the City on or after 7/1/2013, at the time of an approved retirement of any member, shall have a maximum of fifty (50) days cumulative to the effective date of retirement shall be paid in a lump sum to the employee.

For employees hired by the City on or after 7/1/2013, at the time of a death of any member, shall have a maximum of fifty (50) days cumulative to the date of the death shall be paid in a lump sum to the employee's designated beneficiary, or in lieu thereof, to the estate of the employee.

f. The Police Chief may require proof of illness or other uses of sick leave. In the judgment of the Police Chief, proof of sick leave may include a doctor's certificate. For absences of three (3) days or less, proof of sickness may be required if, in the judgment of the Police Chief, there is a question of misuse of sick leave or time off. For absences of four (4) or more consecutive work days, a doctor's certificate indicating the nature and probable duration of the disability shall be required, and additional certificates may be required for extended illness.

g. A medical certificate acceptable to the City from a duly licensed physician may be required from an employee prior to returning to work after the sixth (6th) sick leave

occurrence and each subsequent sick leave occurrence each calendar year. For the purpose of this Section of this Article, the term “occurrence” shall mean one (1) or more consecutive work days. The City shall notify the employee in advance of the obligation if it is going to require said employee to submit a medical certificate in accordance with this Section of this Article.

- h. The failure of an employee to provide a medical certificate pursuant to Sections 1(f) and 1(g) of this Article shall result in the employee not being paid for said sick leave absence or occurrence. Further, the employee may be subject to additional disciplinary action.
- i. The failure of the City to request a medical certificate pursuant to Sections 1(f), 1(g), and 1(h) of this Article shall not constitute a waiver by the City of this provision. Further, if the City requests such a certificate, the same shall not be a grievable matter by the Union or the employee.
- j. The City may refuse to pay sick leave if an investigation shows falsification of any claim for sick leave benefits, in addition, said employee may be subject to additional disciplinary action by the City.
- k. Each employee who uses no sick leave hours during any calendar year shall be granted an attendance bonus of four (4) days’ pay, which amount shall not be used for pension purposes. Eligibility shall be determined on December 31st of each year. The attendance bonus described herein shall be cancelled by any disciplinary suspension served by an employee during a calendar year.

Section 2. Family Funeral Leave

- a. Each employee shall be granted a leave of absence with pay for a maximum of three (3) consecutive working days for the purpose of planning and attending funerals in his/her immediate family, provided such leave is approved by both the Police Chief and the Director of Human Resources. “Immediate family” as used in this Article shall mean father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepchild, step-mother, step-father, or other relative who is an actual member of this household.

- b. In addition to Section 2a of this Article, each employee shall be granted a leave of absence with pay for a maximum of one (1) day for the purpose of attending the funerals of the member's son-in-law, daughter-in-law, brother-in-law, or sister-in-law, provided such leave is approved by both the Police Chief and the Director of Human Resources.

Section 3. Additional Leave Provisions

Employees may be granted a leave of absence with pay or without pay by the Police Chief, with the written approval of the Director of Human Resources and the City Manager, for the purpose of attending family obligations in his/her "immediate family" when applied for in writing, stating the purpose or reasons for such leave on forms provided by the Human Resources Department. The term "immediate family" is defined in Section 2a of this Article.

Section 4. Personal Leave

All employees of this bargaining unit shall be entitled to two (2) personal leave days each year, to be taken at the employee's discretion provided advance notice of seventy-two (72) hours is provided to the Police Chief and such leave day does not create mandatory overtime. Such personal leave day shall not be cumulative. Personal leave may be taken by the employee in increments of one (1) hour.

ARTICLE 13 – COPIES OF CONTRACT

- Section 1.** The City shall post the Contract on the City's website no later than seventy-two (72) hours after it is fully executed for each present member of the Union. In addition, the City shall pay for and provide each new employee, when he/she is hired, a copy of this Contract.

ARTICLE 14 – GRIEVANCE PROCEDURE

Section 1. For the purpose of this Contract, a grievance shall be defined as an allegation of a misapplication or misinterpretation of a specific term of this Contract, or departmental suspension, dismissal, or other departmental disciplinary action.

Section 2. No employee will be discharged without just cause.

Section 3. Probationary employees, or the Union acting on behalf of such employee, shall not have access to the grievance procedure for any purpose.

Section 4. The aggrieved employee may be accompanied by any member of the Union at any step of the grievance proceedings. A grievance shall be processed in the following three (3) steps:

STEP 1. The grievance shall be presented to the Police Chief in writing stating the details of said grievance, the Section(s) of the Contract alleged to have been violated, and the remedy sought, within ten (10) working days of the occurrence. The Police Chief has fourteen (14) working days to respond.

STEP 2. If no satisfactory settlement is reached, a written grievance may be submitted within five (5) working days after the decision of the Police Chief to the Director of Human Resources. The Director of Human Resources will make an effort to resolve the grievance and shall render an answer in writing within ten (10) working days of its receipt.

STEP 3. In the event the grievance is not settled in STEP 2 above, in a manner satisfactory to both parties, then either the Union or the City has the right and authority within twenty (20) working days thereafter to submit such grievance to the Connecticut State Board of Mediation and Arbitration with its rules. The decision of the Board shall be final and binding upon both parties and shall have the same force and effect as a judgment of law.

Section 5. Any time limit specified in this Article, except for the initial filing of grievance, may be extended by mutual agreement of the Union and the City, provided that if a grievance is not submitted by the Union to a higher step in the above procedure within the specified time limit, it shall be deemed settled on the basis of the answer of the last step considered.

Section 6. When a decision is not rendered by the City at any step within the time limits specified in the grievance procedure, the employee shall assume that no satisfactory settlement can be reached and may proceed with the next step of the grievance procedure, provided he/she does so within the specified time limits enumerated in Section 4 of this Article. Failure of the City to act shall not be construed as approval of said grievance.

ARTICLE 15 – PROBATIONARY PERIOD

All new employees shall serve a probationary period of twelve (12) months. Upon completion of the probationary period, the seniority of such new employees shall date from the date of hiring. Notwithstanding any other provision of this Agreement, new employees may be terminated by the City at any time during their probationary period or any extension of their probationary period. The same shall not be a grievable matter by the employees or the Union.

ARTICLE 16 – LAYOFFS

Section 1. The City shall have the right to lay off permanent employees for any of the following reasons:

- a. Lack of work or funds;
- b. Elimination of the position;
- c. Reorganization of a department; or
- d. Other related reasons outside the City's control.

Section 2. The duties performed by employees who have been laid off may be reassigned to other employees.

Section 3. Separation from service due to disciplinary action or penalty will not be considered a layoff.

Section 4. “Seniority”, for the purpose of this Article and only this Article, shall be defined as an employee’s total length of continuous, full-time service as a Norwich 911 Emergency Dispatcher since the employee’s most recent date of hire.

Section 5. Order of Layoff

Employees will be laid off in the reverse order of seniority. When two (2) or more employees have identical lengths of service, the layoff will be based on the date and time stamped on their applications by the Human Resources Department.

Section 6. Notice of Layoff

The City will give written notice to the employees involved and the Union’s representative of a proposed layoff. This notice shall be sent to the employees by registered or certified mail, at their last known home address as it appears in the records of the Human Resources Office, a minimum of four (4) weeks before the effective date of the layoff. It is the employee’s responsibility to notify the Human Resources Office in writing of any change in address.

Section 7. Recall Rights

- a. Laid off permanent employees shall have recall rights for a period of two (2) years from the date of layoff. Said employees shall be recalled by inverse order of layoff, with the most senior employee on layoff the first to be recalled, provided the employee possesses the prerequisite qualifications for the position as determined by the City, and the laid off employee is qualified in the judgment of the City.
- b. Recalled employees shall be credited with sick leave and seniority rights accumulated prior to a layoff, unless the same are limited or abridged by some other provision of this Agreement.

- c. Any employee who refuses recall shall lose all further recall rights. Failure to report to work within ten (10) working days following notice to report, sent by registered or certified mail to the employee's last known home address as it appears in the records of the Human Resources Office, shall relieve the City of any further obligation under Section 7 of this Article. It is the employee's responsibility to notify the Human Resources Office in writing of any change in address. Notwithstanding the aforesaid, upon written request of the employee, the City may, at its sole option, extend the date when said employee must report back to work under this Section. Failure of the City to grant the requested extension shall not be a grievable matter by the employee or the Association.
- d. An employee separated from service with the City for more than three (3) months shall be required to successfully pass a physical examination by a physician designated by the City prior to returning to work. The cost of the said examination shall be borne by the City.

ARTICLE 17 – MANAGEMENT RIGHTS

Section 1. The Union recognizes that, subject to the terms of this Agreement, the City has rights, powers, and authority to manage its own operations. These rights include, but are not limited to:

- a. Establishing standards for productivity, determining the objectives of municipal departments, determining the methods and means of fulfilling those objectives including selecting, increasing and decreasing the staff through hiring, promotion, assignment, transfer, discharge and layoff;
- b. Maintaining discipline and efficiency of employees;
- c. Establishing and changing protection standards and quality standards;
- d. Determining the need for removing, replacing and purchasing new equipment;

- e. Determining the need for purchasing or contracting for products and service from outside sources;
- f. The right to introduce new and improved methods or improve old methods of operation;
- g. Determining the need to add, alter or discontinue services and programs;
- h. Taking necessary action to fulfill its objectives in emergencies; and
- i. Fulfilling all of its legal responsibilities.

Section 2. The City's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE 18 – MISCELLANEOUS

Section 1. Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

Section 2. Educational Reimbursement

Any employee covered by this Agreement may be reimbursed for tuition costs for formal, job related educational course(s) of study, up to a maximum of four hundred (\$400.00) dollars annually. Said sum shall not be considered as additional compensation for pension or wage calculation purposes. Payment shall be made under the following conditions:

- a. The course selection must be approved by the Police Chief and City Manager prior to the employee's enrollment in the course. Failure of the City to approve any such request shall not be a grievable matter by the employee or the Union.

- b. Course selection shall be regarded by the City and employee as voluntary, and must not in any way interfere with the employee's regularly scheduled hours of employment.
- c. Reimbursement will only be granted for approved courses in which the employee receives a letter grade of "B" or better upon completion of the approved course, and further, the employee must provide proof satisfactory to the City of the aforesaid grade. In courses where the grade is pass/fail, the employee must receive a pass grade upon completion of the course and provide proof satisfactory to the City of the same.
- d. Subsequent to reimbursement for any approved course as specified above, the employee shall remain in the full-time employee of the City for a minimum period of two (2) years from the date of the reimbursement/payment or be obligated to pay back said reimbursement/payment to the City. If the same occurs, the City shall be authorized to deduct said amount from any sums due to the employee upon termination of his/her employment.

Section 3. Labor Management Committee

- a. The Chief of Police and members of the Union shall form a Labor Management Committee (LMC) to be comprised of both union and management. The purpose of the LMC is to build a harmonious and effective working relationship between the Union and Management which resolves or prohibits work place issues.
- b. The LMC will meet at least once annually to discuss issues which concern the workplace.
- c. No later than ninety (90) days from the signing of this agreement both the Union and Management will meet.

Section 4. The City agrees to purchase three (3) new chairs for the dispatch area each fiscal year. The chairs will be agreed upon by the Labor Management Committee outlined in Section 3 of Article 18 above.

ARTICLE 19 – SUBSTANCE ABUSE POLICY

Section 1. Purposes

The purposes of this policy are as follows:

- a. To establish and maintain a safe, healthy working environment for all employees; and
- b. To insure the reputation of the City of Norwich and its employees as good, responsible citizens worthy of public trust; and
- c. To reduce the incidents of accidental injury to person or property; and
- d. To reduce absenteeism, tardiness and indifferent job performance; and
- e. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

Section 2. Definitions

- a. Alcohol or Alcoholic Beverage – means any beverage that has an alcoholic content; and
- b. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it, except prescription drugs as defined in Section 2(c) of this Article; and
- c. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner; and
- d. Illegal Drug – means any drug, chemical, or controlled substance, the sale or consumption of which is illegal; and

- e. Supervisor – means the employee’s immediate superior in the chain of command, or the Police Chief, or the City Manager, or their designee; and
- f. Employee Assistance Program – means Employee Assistance Program provided by the City of Norwich or any agency/entity the City has contracted with to provide said Program.

Section 3. Employee Assistance Program

- a. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by a Supervisor, or the Police Chief, or the City Manager, or their designee.
- b. Request for assistance through “recommendation” or “Supervisor/Department Head/City Manager referral” will be treated as confidential. “Self-referral” confidentiality will be maintained between the individual seeking help and employee assistance personnel.
- c. Employee progress will be monitored by the Police Chief, or the City Manager, or their designee.
- d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the City may grant rehabilitation leave at full pay out of accumulated sick leave. Outpatient care will be charged to sick leave. Employees who have used up accumulated sick leave may be allowed to use vacation and other accumulated leave time.
- e. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 3(d) above, the employee must have been employed at least one (1) year; must maintain at least weekly contact with the Police Chief or the City Manager, or their designee; and upon request must provide written certification that he/she is continuously enrolled in a treatment program and actively participating in that program. The aforesaid requirement of weekly

contact and written certification shall not apply during periods of outpatient treatment.

- f. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

Section 4. Alcoholic Beverages

- a. No alcoholic beverages will be brought to work by an employee or consumed while on property owned by the City of Norwich. The City of Norwich may invoke appropriate disciplinary action for any violations.
- b. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.
- c. Any employee whose off-duty use of alcohol results in any violation of the Collective Bargaining Agreement between the City and the Union or the Merit System Rules of the City of Norwich, including but not limited to, excessive absenteeism or tardiness, accidents or inability to perform in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, including suspension or termination.

Section 5. Prescription Drugs

- a. No prescription drug shall be brought to work by any employee other than the employee for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- b. Any employee whose improper use of prescription drugs results in any violation of the Collective Bargaining Agreement between the City of Norwich and the Union or the Merit System Rules of the City of Norwich, including but not limited to, excessive absenteeism or tardiness, accidents or inability to perform in a satisfactory manner, may be referred to the Employee Assistance Program for

rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, including suspension or termination.

Section 6. **Illegal Drugs**

- a. The use of an illegal drug or controlled substance or the possession of them, on or off duty, is cause for suspension or termination.

- b. The sale, trade or delivery of illegal drugs or controlled substances by an employee, on or off duty, to another person is cause for suspension or termination, and/or for referral to law enforcement authorities.

Section 7. **Procedures**

The procedures of the City of Norwich in regards to employees using, possessing or under the influence of, alcohol, drugs, chemicals, or controlled substances while on duty are as follows:

- a. Employees shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

STEP 1: Any Supervisor who has reasonable belief that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm.

STEP 2: The Supervisor or his/her designee shall immediately notify the Police Chief, or the City Manager, or their designee. In addition, he/she shall notify the Union President or Union Officer.

STEP 3: Both the Supervisor and the Police Chief, and/or the City Manager, or their designee, will interview the employee in the presence of the Union President or a Union Officer if readily available, and if the Supervisor and Police Chief, and/or the City Manager, or their

designee believe that the employee is under the influence of alcohol, drugs or chemicals, then said employee will be taken to the City's designated hospital or testing facility.

STEP 4: The decision to relieve the employee from duty shall be documented as soon as possible. The Supervisor and the Police Chief, and/or the City Manager, or their designee, and the Union President or Union Officer if present, should document reasons and/or observations, such as glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

STEP 5: If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test.

It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Police Chief and/or the City Manager and the employee, and may be used in disciplinary proceedings against the employee.

If the employee refuses to sign the appropriate release form or refuses to take the test(s), the employee will be considered in violation of this Collective Bargaining Agreement between the City of Norwich and the Union and the Merit System Rules of the City of Norwich. In which case, the employee will be relieved of duty and removed from the payroll.

STEP 6: When an alcohol/drug test is administered, the employee will be placed on limited duty or leave with pay until the results are available.

If the test results are negative, no reference to said test will be placed in the employee's personnel file.

When test results are positive, the employee will be relieved of duty and may be referred to the Employee Assistance Program in lieu of disciplinary action being taken.

The Police Chief, or the City Manager, or their designee, shall make the final determination whether the employee returns to active status or remains off duty.

Rejection of treatment or failure to complete the program will be cause for suspension or termination.

Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

No employee will be eligible for the Employee Assistance Program more than one (1) time.

- b. Any employee driving a City of Norwich apparatus involved in an accident may be tested for drugs and alcohol.
- c. Any Supervisor or any person designated as a Supervisor who does not relieve an employee suspected of being under the influence of alcohol, drugs or chemicals shall be subject to disciplinary action.

Section 8. Effective Date - Notice to Employees – Federal/State Law

- a. The policies set forth in this Substance Abuse Policy shall be effective July 1, 1992. Each present employee will be furnished a copy of this Policy and will sign a receipt for the same. Employees hired in the future will be furnished a copy of said Policy.
- b. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

Section 9. The failure of the City to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Article.

Section 10. Random Drug and/or Alcohol Testing

The City will consult with the Union regarding the program outline and initiate a random drug and/or alcohol testing program as soon as reasonably practical following ratification of this agreement; the Union and Employees will be provided with notice of the implementation date and an outline of the program. In the case of positive alcohol tests only, said employee may be referred to the Employee Assistance Program in lieu of disciplinary action being taken. Rejection of treatment or failure to successfully complete the program shall be cause for suspension or termination. No employee will be eligible for the Employee Assistance Program more than one (1) time.

ARTICLE 20 – SAVINGS CLAUSE

Section 1. The City retains all rights it had prior to the signing of this Contract, except such rights as are specifically relinquished or abridged by this Contract.

Section 2. The employees and the Union shall continue to enjoy all prior rights and benefits enjoyed by the employees and the Union, unless specifically modified or abridged by this Agreement. Such rights and benefits shall hereby be protected by this Contract.

ARTICLE 21 – SHIFT EXCHANGE; VOLUNTARY AND MANDATORY OVERTIME

Section 1. Employees shall be entitled to request a shift exchange with any other 911 Emergency Dispatcher on another shift under the following conditions:

- a. There is no cost to the City.

- b. Permission for such shift exchange must be obtained from the Patrol Commander, or his/her designee. Such permission shall not be unreasonably denied.
- c. No individual employee shall be allowed excessive use of the shift exchange provisions. The Police Chief, or his/her designee, shall determine the definition of “excessive use”.
- d. The employee who is requesting a shift exchange shall notify the Patrol Commander, or his/her designee, in writing no later than twenty-four (24) hours prior to making such exchange.

Section 2. Contact Information

- a. Dispatchers must provide a current phone number for contact; dispatchers are responsible for updating the phone number as necessary, as well as for any technological issues relating to the ability of the City to reach the dispatcher by that phone (e.g., low battery, poor reception, etc.).

Section 3. Voluntary Overtime

- a. Full-time dispatchers shall be offered voluntary overtime as follows:
 - 1. Off day duty dispatchers will be given first preference. The day off duty dispatcher who last worked voluntary overtime the farthest from current date will be the tie breaker on the day off duty preference. If two or more day off duty dispatchers last worked voluntary overtime on the same date, then the dispatcher with the most seniority will be first offered the overtime.
 - 2. On duty dispatchers will be given the subsequent opportunity. The on duty dispatcher who last worked voluntary overtime the farthest from the current date will be the tie breaker for on duty dispatchers. If two or more on duty dispatchers last worked voluntary overtime on the same date, then the dispatcher with the most seniority will be first offered the overtime.

3. Once a dispatcher has accepted a voluntary overtime assignment, the officer is required to perform the assignment. If, after accepting the assignment, the dispatcher rejects the assignment and such rejection results in mandatory overtime, the officer who rejected the assignment must find his/her replacement or work the assignment. In the event the dispatcher does not find a replacement and does not work the assignment he/she shall be ineligible for voluntary overtime for a period of seven (7) consecutive calendar days
- b. Preference for 911 Emergency Dispatcher overtime shall be given to full-time 911 Emergency Dispatchers on an even and equitable rotating basis, limited only by qualification for the overtime to be worked, and by the assignment of part-time Dispatchers to three shifts per week.

Section 4. Mandatory Overtime

- a. Mandatory overtime must be worked, absent a pre-scheduled and approved vacation of one week or more.
- b. Mandatory overtime will be distributed on as equitable basis as reasonably possible, pursuant to the following order:
 1. The on duty dispatcher who most recently refused mandatory overtime for the shift in which he/she was originally to be held for.
 2. The on duty dispatcher who last worked mandatory overtime the farthest from the current date.
 3. The off duty dispatcher who last worked mandatory overtime the farthest time from the current date.
- c. With regard to b1 and b2 above, dispatchers who refuse mandatory overtime (absent a pre-scheduled and approved vacation) shall be subject to progressive discipline in consideration of the totality of the circumstances and employee's

disciplinary history. In general, the following will occur:

1. First occasion in a calendar year:
Dispatcher is required to work the next mandatory overtime as outlined in subparagraph b1, and is removed from the voluntary overtime book for a period of seven (7) calendar days.
 2. Second occasion in a calendar year:
Dispatcher is required to work the next two mandatory overtimes as outlined in subparagraph b1, and is removed from the voluntary overtime book for a period of thirty (30) calendar days. Notwithstanding, if a different dispatcher is to be held over, the dispatcher removed from the voluntary overtime book may work in place of the dispatcher to be held over.
 3. Third occasion in a calendar year:
Dispatcher shall forfeit one (1) accrued leave day from among the following leave: personal, vacation, holiday or from the employees' accrued compensatory time (compensatory time may only be used if no other time is available). In the event a dispatcher has no personal, vacation or holiday leave, the dispatcher will be charged with forfeiture of the next personal, vacation or holiday he/she accrues.
- d. With regard to b3 above, full time dispatchers who answer and respond to all mandatory overtime shifts for which they are contacted during the course of a calendar year shall earn an additional personal leave day for the following calendar year. Dispatchers who demonstrate a pattern of failing to answer and/or respond to mandatory overtime contacts shall be subject to progressive discipline in consideration of the totality of the circumstances and employee's disciplinary history.
- e. In the event mandatory overtime is filled by a dispatcher who is scheduled to be on duty before or after the mandatory overtime shift, he/she is required to work the entire eight (8) hour shift. However, he/she is only required to work the four (4) hours contiguous to his/her shift if he/she is able to obtain a replacement

dispatcher for the remaining four (4) hour period. A dispatcher held for mandatory overtime who completes at least four (4) hours of the shift and gets a replacement for the remaining hours in the mandatory overtime shift, will be credited for completing the full mandatory overtime.

- f. Mandatory overtime shall not be required for the following shifts unless the shift commander has an articulable reason why a dispatcher is required on that shift, due to existing conditions:

Day shift (7:00 a.m.–3:00 p.m.) on Saturdays and Sundays

Midnight shift (11:00 p.m.–7:00 a.m.) on Mondays through Fridays

- g. When a second (2nd) dispatcher is held on mandatory overtime on the midnight shift, they are to be relieved of duty by the shift supervisor as soon as conditions allow.
- h. When ordered for mandatory overtime and while working such shift, an employee who is released early by a supervisor, because they are no longer needed, will have the option to remain on duty up to and including the end of the mandatory overtime shift of eight (8) hours. Employees who work at least four (4) hours but less than eight (8) hours shall receive a stipend of fifteen (\$15.00) dollars. If the employee works the full eight (8) hour shift, the employee shall receive a stipend of thirty (\$30.00) dollars. If released by a supervisor, because they are no longer needed, an employee shall have the option to leave prior to the end of the mandatory eight (8) hour shift. If the employee leaves prior to working four (4) hours, the employee will not receive any stipend, however shall receive credit for working the mandatory overtime shift.

Section 5. When a permanent job opening exists on any shift and the City determines it will fill said opening, 911 Emergency Dispatchers employed at the time of the opening on another shift shall have the right to bid into the opening and the applicant with the greatest seniority shall be given the opportunity to fill that opening.

Notwithstanding the language in Article 21, new employees for a period of no more than one hundred twenty (120) calendar days may be rotated through all three (3) shifts for training purposes.

ARTICLE 22 – DURATION

Section 1. The duration of this Contract shall extend through June 30, 2022. Either party wishing to terminate, amend or modify this Contract, shall notify the other party in writing not more than one hundred fifty (150) days, nor less than one hundred twenty (120) days prior to such expiration date. Within fifteen (15) working days of the receipt of such notification by either party, a conference shall be held between the City and the Union's Negotiating Committee for the purpose of such amendment, modification or termination.

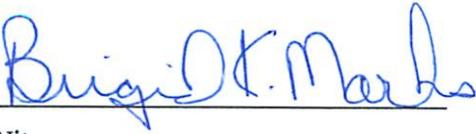
Section 2. Unless otherwise indicated, all agreed upon changes in this Successor Agreement shall become effective upon the execution of said Successor Agreement by the parties, or as soon thereafter as possible or practicable.

SIGNATURE PAGE

This agreement is made and entered into, by and between, the City of Norwich and The United Public Service Employees Union on this 13th day of February 2019.

Signed, Sealed and Delivered in the presence of:

CITY OF NORWICH

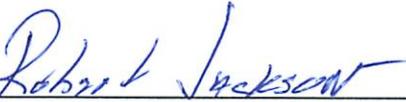


Witness



John Salomone
City Manager

The United Public Service Employees Union



Robert Jackson



Kevin E. Boyle
President



Ronald Suraci

APPENDIX A – MEDICAL BENEFITS SUMMARY

CITY OF NORWICH	BENEFIT PLANS			
	Century Preferred PPO		Bluecare HMO	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
Cost Share Provisions:				
Financial:				
Deductible	None	\$200/\$400/\$500	None	\$1,500 / \$3,000
Co-insurance	None	20%	None	20%
Maximum Out of pocket	None	\$1,000/\$2,000/\$2,500	None	\$3,000/\$6,000
Maximum Lifetime Benefit Per Member	None	\$1,000,000	None	\$1,000,000
Gatekeeper Network	No	No	No	No
DEPENDENT AGE LIMIT:	19/26	19/26	19/26	19/26
PREVENTIVE CARE:				
Physical Examination - Child	No copayment	Deductible & Coinsurance	No copayment	Deductible & Coinsurance
Physical Examination - Adult	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Vision Examination / one every two years	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
OB/GYN visit	\$ 15 Copay	Deductible & Coinsurance	\$ 10 Copay	Deductible & Coinsurance
Mammography	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Hearing Screening / One every year	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
OUTPATIENT CARE:				
Physician Office Visit	\$ 15 copay	Deductible & Coinsurance	\$ 10 copay	Deductible & Coinsurance
Specialist Office Visit	\$ 15 copay	Deductible & Coinsurance	\$ 10 Copay	Deductible & Coinsurance
Outpatient Surgical Services	\$ 50 per visit	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Diagnostic X-Ray / Lab Examination	No charge	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Complex Imaging (MRI, CAT, PET, etc.)	No charge	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Prenatal and Postnatal Maternity Care	\$ 15 initial visit only	Deductible & Coinsurance	\$ 10 initial visit only	Deductible & Coinsurance
Outpatient Rehabilitation	No Charge (50 visit max)	Deductible & Coinsurance	\$ 10 copay (unlimited)	Deductible & Coinsurance
MENTAL HEALTH CARE:				
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	\$ 10 copay	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	No charge	Deductible & Coinsurance
SUBSTANCE ABUSE:				
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	\$ 10 copay	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	No charge	Deductible & Coinsurance
ALLERGY CARE:				
Office Visit	\$ 15 copay	Deductible & Coinsurance	\$ 10 copay	Deductible & Coinsurance
Injections	No charge	Deductible & Coinsurance	No charge	Deductible & Coinsurance
HOSPITAL CARE:				
Semi Private Hospital Admission	\$100 per admission	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Skilled Nursing and Rehabilitation Facilities	\$100 per admission	Deductible & Coinsurance	No charge	Deductible & Coinsurance
Rehabilitative services	No charge	Deductible & Coinsurance	No charge	Deductible & Coinsurance
HOME HEALTH CARE:				
EMERGENCY CARE:				
Walk-in Center	\$ 15 per visit	Deductible & Coinsurance	\$ 10 per visit	Deductible & Coinsurance
Emergency Room (waived fee if admitted)	\$ 50 per visit	\$ 50 per visit	\$ 50 per visit	Deductible & Coinsurance
Ambulance Service	No charge	No charge	No charge	Same as In-network
Urgent Care	\$ 25 per visit	Not covered	\$ 25 per visit	Same as In-network Not Covered
Prescription Drugs:				
Generic Tier 1 Drugs	\$ 5	Deductible & Coinsurance	\$ 5	Deductible & Coinsurance
Listed Brand Tier 2 Drugs	\$ 20	Deductible & Coinsurance	\$ 20	Deductible & Coinsurance
Non-listed Brand Tier Drugs	\$ 30	Deductible & Coinsurance	\$ 30	Deductible & Coinsurance
Mail Order	\$ 0	Deductible & Coinsurance	\$ 0	Deductible & Coinsurance
Annual maximum	Unlimited	Deductible & Coinsurance	Unlimited	Deductible & Coinsurance

APPENDIX B – DENTAL BENEFITS SUMMARY

* When scheduling treatment, it is important to consult with your dentist about the estimated cost for services.

COPAY DENTAL BENEFITS	Participating Dentist	Non-Participating Dentist
<p>Covered Services include:</p> <ul style="list-style-type: none"> Oral Examinations Periapical and Bitewing X-rays Topical fluoride applications for those under 19 Prophylaxis, including cleaning, scaling, and polishing Repair of dentures Palliative emergency treatment Routine fillings consisting of silver amalgam and tooth color materials ; including stainless steel crowns (primary teeth) Simple extractions Endodontics including pulpotomy, direct pulp capping and root canal therapy(excluding restoration) 	<p>80% of the dentists usual charge or 80% of the usual, customary and reasonable charge determined by Anthem, whichever is less</p> <p>20% coinsurance</p>	<p>Member is responsible for the difference between the amount paid by Anthem (80%) and the fee charged by the dentist.</p>
DENTAL RIDER A	Participating Dentist	Non-Participating Dentist
<p>Benefits provided :</p> <ul style="list-style-type: none"> Inlays (not part of a bridge) Onlays (not part of a bridge) Crown (not part of bridge) Space Maintainers Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction Apicoectomy <p><i>No payment for replacement crowns, inlays, or onlays provided less than 5 years following (re)placement</i></p>	<p>50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less</p> <p>50% coinsurance</p>	<p>Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.</p>
DENTAL RIDER B	Participating Dentist	Non-Participating Dentist
<p>Prosthetic Services :</p> <ul style="list-style-type: none"> Dentures, full and partial Bridges, fixed and removable Addition of teeth to partial dentures to replace extracted teeth <p><i>No payment for a denture or bridge replacement provided less than 5 years following (re)placement</i></p>	<p>50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less</p> <p>50% coinsurance</p>	<p>Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.</p>
DENTAL RIDER C	Participating Dentist	Non-Participating Dentist
<p>Periodontal Services :</p> <ul style="list-style-type: none"> Gingival curettage Gingivectomy and gingivoplasty Ossseous surgery, including flap entry and closure Mucogingivoplastic surgery Management of acute infection and oral lesions <p><i>\$500.00 yearly Max</i></p>	<p>50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less</p> <p>50% coinsurance</p>	<p>Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.</p>

*This does not constitute your health plan or insurance policy. It is a general description.