

AGREEMENT

between

**CITY OF NORWICH
DEPARTMENT OF PUBLIC UTILITIES**

AND

**THE UNITED STEELWORKERS
AFL-CIO-CLC
ON BEHALF OF ITS**

LOCAL NO. 9411-02

JULY 1, 2021 - JUNE 30, 2022

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PREAMBLE

THIS AGREEMENT, made and entered into by and between the CITY OF NORWICH DEPARTMENT OF PUBLIC UTILITIES, hereinafter referred to as the "Employer" or "Department", and THE UNITED STEELWORKERS, AFL-CIO, hereinafter referred to as the "Union", on behalf of its Local Union No. 9411-02.

The Department shall be deemed to include the General Manager of the Department of Public Utilities, or his authorized representative, where the context so permits.

WITNESSETH: That in consideration of the mutual and reciprocal promises hereto, the parties hereto covenant and agree as follows:

- A. That this Agreement is for the exclusive joint use and benefit of the contracting parties, as defined and set forth herein. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship and to set forth herein the basic Agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties, and shall cover the employment of persons employed by the Employer.
- B. It is mutually understood that the terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by Collective Bargaining. This Agreement may be modified by mutual consent, in writing, by the parties hereto.

ARTICLE 1 - RECOGNITION

- A. Recognition of Union. The Department recognizes the Union as the sole and exclusive Collective Bargaining Agent for all hourly paid employees in the Production and Maintenance Unit of the Water Division, excepting executive, salaried employees, general foreman, and clerical supervisors; and agrees not to recognize, deal with, or negotiate with any other labor union, organization, or committee in connection with the terms or conditions of employment herein defined.
- B. Notification to Union Regarding Hiring of Employees. Immediately upon the hiring of any new full-time employees, notice of such hiring shall be given to the Shop Steward, including name, occupation, classification, rate of pay, and home address.
- C. Union Representation. The Employer recognizes, and will deal with, any one (1) member of the accredited Shop Committee in matters relating to grievances, interpretations of the Agreement, or in other matters which affect the relationship between the Employer and the Union.
- D. Notification of Shop Committee Members. A written list of the Shop Committee Members shall be furnished to the Employer immediately after designation, and the Union shall notify the Employer of any change in the membership of the Shop Committee.

ARTICLE 2 - UNION DUES

A. Deduction of Dues.

The employer will deduct Union dues and initiation fees from the wages of each employee who consents in writing thereto in compliance with the USW Union Dues Deduction Process. The employer shall promptly forward such deductions to the International Secretary-Treasurer of the Union no later than ten (10) days following the end of the month in which they were deducted.

Each employee who consents in writing thereto. The employer will turn over monies so collected by check and a complete list of employees to the Treasurer of the Union or to such other duly authorized officer of the Union as may be designated in writing by the Union.

The employer where voluntarily authorized and directed by an employee in writing upon an authorization form approved by the employer, will deduct from the wages of such employee the membership dues of the Union as determined by the International Treasurer during an appropriate reference period and shall continue in the same amount until the wage level of the employee is changed. The initiation fee for new employees will not exceed twenty-five dollars (\$25.00).

If no pay is due an employee on the regular deduction date, the deduction shall be made from the following pay. An employee who has worked at least five (5) days in the current month and who quits or is discharged for cause shall have the current bi-weekly dues deducted from his final pay.

The Union will indemnify, defend and hold the employer harmless from and against any and all claims, demands, lawsuits, or other form of liability that may arise out of or by reason of any action or inaction taken by the employer at the request of the Union to comply with this Article, including reasonable attorney's fees and costs.

B. Leaves Without Pay; Termination of Employment; Remittance of Dues. If no pay is due an employee on the regular deduction date, the deduction shall be made from the following pay. An employee who has worked at least five (5) days in the current month, and quits or is discharged for cause, shall have the current month's dues deducted from his/her final pay. Said deductions are to be remitted promptly to the International Secretary-Treasurer of the United Steelworkers, P.O. Box 644485, Pittsburg, PA 15264-4485.

C. List of Dues' Payers. Such remittance shall be accompanied by a list setting forth the names of employees from whom the amounts of dues and initiation fees were deducted. A copy of said list shall be given to the Financial Secretary of the Local Union.

ARTICLE 3 - FUNCTIONS OF MANAGEMENT

In order that the Department may discharge its obligations as a public utility, and furnish dependable and satisfactory service to its customers, it is mutually agreed that the Employer shall exercise the functions of management, including, among other things, the determination of the number and qualifications of the employees required to perform the work, the direction of the working forces and the right to hire, discipline, or discharge for just cause, promote, transfer, demote, and layoff employees, subject to Chapter XIV of the City Charter, and the Merit System Rules. In the exercising of these rights, the Employer shall act in accordance with the provisions of this Agreement.

ARTICLE 4 - HOURS OF WORK

- A. Normal Workweek. The normal workweek shall be eight (8) consecutive hours per day, exclusive of a lunch period, forty (40) hours per week, five (5) consecutive days per week. Monday to Friday, inclusive, shall constitute the regular workweek.
- B. Overtime Rate. For all work performed in excess of eight (8) hours in any one day, or forty (40) hours in any one week, an employee shall be entitled to overtime wages at the rate of one and one-half (1-1/2) times his/her wage rate.
- C. Sunday Rate. Double time shall be paid for all overtime worked on Sundays.
- D. Holiday Rate. All work performed on any of the contractual holidays as set forth in Article 6, Paragraph A, of this Agreement, shall be paid for at the rate of time and one-half (1-1/2), in addition to the eight (8) hours of paid time if not worked, for any and all hours worked during what are considered his/her regular hours, and double time shall be paid for all other hours worked on that holiday.
- E. Distribution of Overtime. The Employer shall make every reasonable effort to distribute overtime equally among qualified employees in their classifications.
- F. Normal Day Shift.
The normal day shift is Monday through Friday 7:00 a.m. – 3:30 p.m.
- H. Rate for Work Contiguous to Normal Starting Time. All work performed before the normal starting time of the scheduled shift shall be paid for at the rate of time and one-half (1-1/2), unless as previously agreed upon between the Department and the Union.
- I. Part-time Employees. Part-time employees, who work twenty (20) hours or more on a permanent, non-temporary, continuing basis, shall be subject to the provision of the Collective Bargaining Agreement except as modified below. The following procedures will apply:
 - 1. Benefits. Part-time employees will receive the following benefits:
 - a. Holidays - Pro rata basis.
 - b. Vacations - Pro rata basis.
 - c. Health, life, dental insurance - the Employer and employee will share premium cost on a pro rata basis.
 - 2. Full-time Employment. Part-time employees may only be considered for full-time entry level or full-time higher level jobs if regular, full-time employees do not apply or are rejected for the job opening.
 - 3. Layoff. In the event of a layoff, the Board will first layoff part-time employees in accordance with Article 9 of the present Collective Bargaining Agreement. Regular, full-time employees cannot be laid off or their straight time hours reduced as a result of the Department hiring a part-time employee.
- J. Mealtimes. Mealtimes shall be scheduled between 11:00 a.m. and 1:00 p.m. When working conditions do not provide for a scheduled mealtime between these hours, a paid mealtime break will be provided for as soon as working conditions allow.

ARTICLE 5 - WAGE ADMINISTRATION

The following provisions shall apply to the employees covered by this Agreement:

- A. Pay Period. All employees covered by this Agreement shall be paid on a bi-weekly basis. As of July 1, 2016 all payroll will be via direct deposit on a bi-weekly basis.
- B. Probationary Employees. New employees shall be on the probationary rate for the first six (6) months of employment. Employees attaining a permanent status at the end of the probationary period shall be paid in Step I of the classification. Employees shall receive incremental raises thereafter on the anniversary date of attaining permanent status until reaching Step IV. Employees shall not be required to serve at any step level for a period in excess of one (1) year.
- C. Wages 7/1/21 - 6/30/22. The salary and wage schedule for 2021-2022 shall be increased by two and one quarter (2.25%) percent, effective July 1, 2021. (See Appendix A-1, attached hereto and made a part hereof.)

ARTICLE 6 - HOLIDAYS

- A. Paid Holidays. All employees covered by this Agreement shall receive pay for each of the following designated holidays, irrespective of the day of the week on which the holiday may fall, at the rate of eight (8) hours' pay.

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Memorial Day
Independence Day	Christmas Day
Labor Day	

- B. Holidays During Vacations. If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall receive his/her full vacation in addition to holiday pay as heretofore provided.
- C. Holidays that Fall on Sundays/Saturdays. Any holiday which falls on a Sunday shall be celebrated on the following Monday. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday.
- D. Eligibility for Holiday Pay. To be eligible for holiday pay, an employee must have worked his/her last scheduled day before the holiday and his/her first scheduled day after the holiday, except in the case of sickness, complying with Article 18, Section D, which requires a doctor's certificate for his/her absence, or in the case of an employee's absence for reasons over which he/she has no control.

ARTICLE 7 - VACATIONS

Each employee covered by this Agreement shall be granted full pay at his/her hourly rate as vacation* on the following basis:

- A. Number of Weeks Allowed. All permanent employees with less than one (1) year's employment shall receive a vacation leave, with pay, of one (1) day for each month of service, not to exceed

ten (10) working days. Except as herein otherwise provided, all permanent employees of the Department for a period of one (1) year, or longer, shall receive ten (10) days vacation with pay. No vacation shall be granted during original probationary period, but if permanent status is obtained, vacation time shall be allowed for time served during probation.

- B. Added Vacation Leave. The Department agrees that added vacation shall be allowed after the anniversary date in any given year, provided such date is not later than November 1st of the calendar year. If the anniversary date is after November 1st, the added vacation period is to be taken during the first quarter of the following calendar year unless otherwise agreed to by both parties.
- C. Vacation after Three (3) Years. When an employee completes three (3) years of service on his/her anniversary hiring date, he/she shall receive an additional two (2) days of paid vacation during that year, for a total of twelve (12) days vacation that year, and each year thereafter, subject to the stipulation in Paragraph B, Article 7.
- D. Vacation after Five (5) Years. When an employee completes five (5) years of service on his/her anniversary hiring date, he/she shall receive an additional three (3) days of paid vacation during that year, for a total of fifteen (15) days vacation that year, and each year thereafter, subject to the stipulation in Paragraph B, Article 7.
- E. Vacation after Ten (10) Years. When an employee completes ten (10) years of service on his/her anniversary hiring date, he/she shall receive an additional one (1) day of paid vacation during that year, for a total of sixteen (16) days vacation that year, and each year thereafter, subject to the stipulation in Paragraph B, Article 7.
- F. Vacation after Thirteen (13) Years. When an employee completes thirteen (13) years of service on his/her anniversary hiring date, he/she shall receive an additional two (2) days of paid vacation during that year, for a total of eighteen days vacation that year, and each year thereafter, subject to the stipulation in Paragraph B, Article 7.
- G. Vacation after Fifteen (15) Years. When an employee completes fifteen (15) years of service on his/her anniversary hiring date, he/she shall receive an additional two (2) days of paid vacation during that year, for a total of twenty (20) days vacation that year, and each year thereafter, subject to the stipulation in Paragraph B, Article 7.
- H. Vacation after Eighteen (18) Years. When an employee completes eighteen (18) years of service on his/her anniversary hiring date, he/she shall receive an additional one (1) day of paid vacation during that year, for a total of twenty one (21) days vacation that year, and each year thereafter, subject to the stipulation in Paragraph B, Article 7.
- I. Vacation after Twenty (20) Years. When an employee completes twenty (20) years of service on his/her anniversary hiring date, he/she shall receive an additional four (4) days of paid vacation during that year, for a total of twenty five (25) days vacation that year, and each year thereafter, subject to the stipulation in Paragraph B, Article 7.
- J. Vacation after Twenty-Five (25) Years. When an employee completes twenty-five (25) years of service on his/her anniversary hiring date, he/she shall receive an additional five (5) days of paid vacation during that year, for a total of thirty (30) days vacation that year, and each year

thereafter, subject to the stipulation in Paragraph B, Article 7.

K. Vacation Accumulation. The vacation period shall be the calendar year, January 1 through December 31. Vacations may not be postponed from one year to another and made cumulative, unless agreed to by both the Department and the employee. All vacations shall be earned in the previous year's employment.

L. Rules Concerning Vacations.

1. All employees covered by this Agreement must take their vacations due them in time off.
2. The basic vacation period shall be May 1 through September 1.
3. Seniority shall prevail in the picking of vacations, and in all cases, vacations shall be granted with due consideration to the wishes of the employees, provided such vacations shall not adversely affect efficient operation of the Department.
4. All requests for vacation must be received no later than April 1 of the vacation year.
5. Any employee failing to have his/her vacation request in by April 1 of the vacation year must defer his/her choice of vacation to those employees who have complied with this requirement, regardless of his/her seniority.
6. After the basic vacation schedule has been made up of those requests received by April 1 of the vacation year, vacation for those employees who have not submitted their vacation requests shall be awarded, based on first-come-first-served basis.
7. After all eligible employees have been scheduled for their ten (10) days vacation during the basic vacation period, the General Manager may, if he can retain efficient operation, allow employees more than ten (10) days vacation during the basic vacation period. The awarding of extra vacation shall be based on service seniority with the Department.
8. On May 1 of the vacation year, the General Manager may, at his discretion, assign vacation to those employees who have not submitted their vacation requests.

M. Retirement, Termination or Death of Employee. Upon retirement or termination of employment, vacation shall be prorated on 1/12 of eligible vacation for each full month worked that calendar year.

N. Holidays During Vacation. If a holiday, covered by this Agreement, falls during an employee's vacation period, he/she shall be entitled to an additional day of vacation, provided that such additional day is taken contiguous to the vacation period described in this Section.

O. Illness During Vacation. In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his/her other sick leave, provided a Doctor's Certificate is submitted to the Employer, verifying the illness and the date on which the employee was unable to work as a result of the illness.

P. Termination of Employment. Employees who are laid off, discharged, or who discontinue service with the Employer at any time during the term of this Agreement, shall be paid all vacation time due to them at the time of their job severance, except for discharge for dishonesty.

Q. Additional Vacation Hours. In addition to Article 7 – Vacations: Each employee shall receive sixteen (16) hours of additional vacation time per calendar year.

* For the purpose of this contract, five (5) consecutive days off will be equivalent to one week's vacation.

ARTICLE 8 - SAFETY AND HEALTH

- A. The Employer shall furnish and maintain safe and healthful sanitary conditions, including clean and adequate accommodations, washing facilities, and toilets.
- B. The Employer shall notify the Union of all industrial accidents which occur as soon as practical upon their occurrence.
- C. The Employer agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for its employees, and to make available to its employees protective equipment required by existing Federal Law and State Law. The Union agrees to cooperate with the Employer in encouraging its employees to observe such safety regulations as may be prescribed by the Employer from time to time.

ARTICLE 9 - SENIORITY

- A. Promotions. Promotions shall be by examination, as provided in the Merit System Rules.
- B. Reassignment and Demotion. If an employee is demoted to a lower job classification and hourly rate of pay, (1) at his/her own request, (2) for disciplinary reasons, or (3) for incompetence, his/her classification seniority shall begin on the date of the demotion.
- C. Transfer. When an employee is transferred from one Department to another at his/her own request, under the Merit System Rules, the classification seniority in the new assignment shall begin on the effective date of the transfer, and he/she shall forfeit the classification seniority in all job classifications held prior to the transfer.
- D. Temporary Assignment/Upgradings. When an employee is upgraded to a higher position, the step he/she shall be upgraded to shall be the step he/she would be put into if he/she was appointed permanently to that position.
- E. Layoffs. Only length of service will govern layoffs or termination for lack of work for employees covered by this Agreement, provided that the employees to be retained by reason of greater seniority are capable of filling the remaining jobs.
- F. Probationary Period. No right or status shall be attained or acquired by any new employees until they have completed a probationary period of six (6) months. If such new employees work beyond a probationary period of six (6) months, their length of service shall be counted from the date they begin work as provided in the Merit System Rules.
- G. Vacancy. Whenever a vacancy exists, or when the Employer wishes to add to the number of employees in any classification covered by this Agreement, they shall be filled by examinations as soon as possible, as provided for in the Merit System Rules (Rule VI).
- H. Service Time and Seniority Loss Provisions. Seniority shall be lost as a result of the following:
 - 1. Voluntary quitting.
 - 2. Discharge for just cause.
 - 3. Failure to report to work upon expiration of an approved leave of absence, unless for just cause.
 - 4. Failure to report to work without notification for five (5) consecutive working days,

- unless for just cause.
5. Failure to report to work when recalled from layoff within fifteen (15) working days after notification by Registered or Certified Mail at the employee's home of record.

ARTICLE 10 - SETTLEMENT OF DISPUTES

- A. Definition of Grievance. Should any employee or group of employees feel aggrieved concerning his/her or their wages, hours, and conditions of employment, as controlled by this Agreement, or matters of conditions of employment regarding his/her or their health and safety, such employee, group of employees, or the Union, may file grievances. Grievances within the meaning of the grievance procedure and of this arbitration clause, shall consist only of disputes about the interpretation or application of particular clauses of this Agreement, and about alleged violations of the Agreement.
- B. Purpose of Grievance Procedure. The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible, and as quickly as possible, to insure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amiable solution.
- C. Grievance Procedure. Any such grievance shall be settled in accordance with the following procedure:
 1. The dispute of grievance shall be taken up by the Shop Steward, the aggrieved employee, and the General Foreman within fifteen (15) days of occurrence, unless a time extension is mutually agreed to between the Shop Steward and the General Foreman.
 2. If the General Foreman is unable or unwilling to adjust the grievance, a copy of the grievance, submitted to the General Foreman, signed by both the Union and the employee, shall be forwarded no later than five (5) working days after completion of Step 1 to the Water Division-Sewer Division Manager. The Water Division-Sewer Division Manager shall meet with the Union and the aggrieved employee no later than ten (10) working days from receipt of the copy of the written grievance.
 3. If the Water and Wastewater Integrity Manager is unable or unwilling to adjust the grievance, the Union shall present a copy of the grievance, signed by both the Union and the employee, to the General Manager no later than five (5) working days after completion of Step 2. Within ten (10) days after receiving the complaint, the General Manger shall set up a meeting which shall include the Union and the aggrieved employee.
 4. If the Union or employee fails to exhaust remedies under the Grievance Procedure, or to abide by the time limits with respect to each Step, the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal, in the absence of express waiver in writing signed by the Department.
 5. Meetings on grievance shall be held at times mutually agreed to by the Employer and the Union.

ARTICLE 11 - ARBITRATION

- A. Arbitration of Grievances. Should the parties be unable to finally resolve such grievance or dispute, the Union may refer the matter to the American Arbitration Association, or a member of the staff thereof, to arbitrate such grievance or dispute. The decision of the Arbitrator shall be final and binding on both parties, and shall have the same force and effect as a judgment of law. The grievance must be submitted to the American Arbitration Association within thirty (30) calendar days. The Arbitration Board shall have no power to add to or subtract from, or in any way modify, the terms and conditions of this Agreement. The expense of the Arbitration shall be equally divided between the Union and the Department. The Union Representative and the aggrieved employee shall be given time off, with pay, (not to exceed eight (8) hours' straight time pay in any given working day), to attend an American Arbitration Association Hearing concerning his/her grievance, when necessary.
- B. Filing of Administrative and Court Actions - Notification to Other Party. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring, or cause to be brought, any court or other legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made, and said party, after actual notice of same, shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance, or complaint.

ARTICLE 12 - DISCRIMINATION

- A. Union Membership. The Employer shall not interfere with, restrain, or coerce the employees covered by this Agreement because of membership in, or actively on behalf of, the Union. The Employer shall not discriminate in respect to hire, tenure of employment, or any other term or condition of employment, against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor shall they discourage or attempt to discourage membership in the Union, or attempt to encourage membership in another Union.
- B. Non-waiver of Contract Provisions. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.
- C. Union Officers/Activities. The Employer agrees that there shall be no discrimination against any officer, committee person, or member of the Union for his/her Union activity.
- D. Nondiscrimination. There shall be no discrimination on the part of either the Department or Union in respect to race, color, gender, age, national origin, religious belief, marital status, ancestry, present or past history of mental disorder, mental retardation, learning disability, physical disability, including but not limited to blindness, of any employee except in the case of bona fide occupational qualification or need.

ARTICLE 13 - BULLETIN BOARDS

- A. Bulletin Boards for Union Use. The Employer shall place Bulletin Boards at appropriate locations in the plant for the use of the Union. All postings shall have the approval of the General Manager. All communication pertaining to personnel, such as examinations from the Human Resources, shall be posted immediately.

- B. Joint Notice Concerning Agreement. If a general notice to employees in the Bargaining Unit is issued pertaining to a change made in this Agreement, it shall be signed jointly by representatives of the Department and the Union.

ARTICLE 14 - MAINTENANCE OF PRIVILEGES

It is agreed that any and all privileges enjoyed by employees Prior to the date of this Agreement shall not be denied to them because of the signing of this Agreement. This provision shall have no application to any subject covered by this Agreement.

ARTICLE 15 - VISITATION

One (1) Official Representative of the Union shall be permitted to visit the Department's premises during working hours for the purpose of investigating and adjusting grievances and other proper Union business, provided that such Representative shall not thereby interfere with the normal operation of the Department's business. He/she shall first report to the General Manager and/or the Division-Manager to make known that he/she is on the job.

ARTICLE 16 - CALL-IN TIME

In the event an employee reports for work on his/her regular shift, without having been previously notified not to report, he/she shall be given at least four (4) hours work, or, if no work is available, he/she shall be given four (4) hours pay.

ARTICLE 17 - CLASSIFICATION

- A. New or Revised Job Specifications and Classifications Resulting in Layoff(s). If, during the term of this Agreement, the Employer proposes to create a new job classification, change, and/or to combine duties and responsibilities of existing classifications, which will result in layoff(s), the Employer agrees to give two (2) months' notice of such proposed change(s) to the Union. The Employer further agrees to a joint Labor/Management Committee to discuss the proposed change(s) and alternative(s). The Committee shall consist of four (4) members; two (2) selected by the Union and two (2) selected by the Board.
1. When the final alternative is selected by the Employer and after discussion with the Labor/Management Committee, the Employer agrees to give ten (10) days notice of such change to the Union, and to provide the Union with proposed job description(s) of the job(s) involved. The new or modified job descriptions proposed by the Employer shall be processed for the necessary approval(s), if any, as may be required by applicable law. The parties shall negotiate in respect to rates of pay, hours of employment and working conditions; and any disagreement over said rates, hours and working conditions is subject to arbitration in accordance with the applicable provisions of MERA.
- B. Layoff Severance. In the event a permanent employee is laid off as a result of the application of the above paragraphs, said employee shall receive the following severance package:
1. Severance pay in the amount of one (1) week of base pay times the years of service.
 2. Outplacement counseling designed to provide the employee with assistance to secure new employment.
 3. All insurance benefits in effect and paid by the Employer for six (6) months after the last working day.

- C. New or Revised Job Classifications - Non-layoff. If the Employer proposes to create a new job classification, change, and/or to combine duties and responsibilities of existing job classifications which do not result in layoff(s), the Employer agrees to give ten (10) days notice of such change to the Union, and to provide the Union with proposed job description(s) of the job(s) involved. The new or modified job descriptions proposed by the Employer shall be processed for the necessary approval(s), if any, as may be required by applicable law. The parties shall negotiate in respect to rates of pay, hours of employment and working conditions.
1. Any disagreement regarding the rates of pay, hours of employment and working conditions, with respect of changes made in accordance with Article 17.C above, shall be subject to arbitration in accordance with the applicable provisions of MERA.
- D. Employee Classification/Notification to Union. Each employee shall be assigned a classification, and the Department agrees to furnish the Union with a complete list of all employees and their classifications, and to notify the Union whenever an employee is permanently changed in classification.
- E. Temporary Assignment in Higher Classification - Differential Pay. In the event it is necessary for an employee in a lower classification to do the work in a higher classification, he/she shall be paid the rate for the higher classification. When working in a higher classification, a minimum of one (1) additional step shall be paid for temporary upgrading to Foreman.

ARTICLE 18 - BENEFIT PLAN

- A. Employee Medical Insurance. The Department shall provide the following Employee Group Insurance:
1. Life Insurance. A Group Life Insurance Policy shall be provided for all permanent employees in the principal sum of \$50,000. Life insurance for retirees will be \$25,000.
 2. Employee Medical Insurance. The Board shall provide and pay eighty-eight percent (88%) of the cost of coverage for employees and their families for the Century Preferred so long as this plan is offered by Anthem Blue Cross. Medical and dental insurance will be provided for dependents as defined by the IRS to age 26.
 3. Dental Insurance. The Board shall provide and pay ninety percent (90%) of the cost of individual coverage for the dental insurance plan. Employees who choose to add eligible family members shall pay the full additional cost of family coverage.
 4. Withdrawal of Plans. Should administrative support for any of the medical or dental plans referred to above be withdrawn during the term of this agreement, the Board agrees to immediately notify the Union, to seek substantially similar coverage from Anthem or another carrier, and to negotiate the specifics of the proposed new plans with the Union to ensure continuity of coverage.
 5. Employee Premium Cost Sharing on Medical and Dental Insurance. The Board shall be authorized to deduct bi-weekly from a participating employee's pay twelve (12%) percent of the cost of the health insurance coverage specified in 2 above, ten (10%) percent of the cost of dental insurance coverage for employees specified in 3 above, and the full cost of family dental coverage specified in 3 above. Effective the first month following ratification of this Agreement by the Union and approval by the Board, the co-pay for office visits shall increase to \$20.
 6. Pre-tax of Employee Portion of Premium Cost Sharing on Medical and Dental Insurance. The Board, in accordance with the applicable provisions of the Internal Revenue Code, shall deduct the employee's share of medical and dental 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 benefits programs maintained by the Department or required by law.

7. New Plans. Should the Board elect to offer a new plan during the term of this agreement, employees, on a voluntary basis, will be permitted to participate in the new plan(s) in lieu of the existing medical insurance coverage. If employees elect a new plan, they may be permitted to transfer back into the existing medical insurance coverage specified in a above subject to the availability of such coverage at the time and the approval of the Department's insurance carriers and any regulations and restrictions, including waiting periods, imposed by said carriers.

- B. Sick Leave. Each permanent employee of the Department shall accumulate to his/her credit one day sick leave, with pay, for each completed calendar month of service, cumulative to one hundred twenty (120) working days. If the cumulative sick leave of an employee has been depleted, he/she shall be granted an additional allotment up to thirty (30) days, if required, because of sickness or accident.

- C. Retirement - Accumulated Leave Time. Upon retirement, employees shall receive, on the basis of current wages, full compensation for any unused accumulated sick leave and vacation time.

- D. Illness. A medical certificate, as provided in Article 7, Paragraph R, is required:
 1. For frequent or habitual absence from duty.
 2. For any period of absence consisting of three (3) or more consecutive working days occurring more than once in any six (6) months' period.
 3. For any prolonged illness or injury, a medical certificate will be required for every pay bi-week period thereafter, except that one medical certificate verifying the illness and the dates on which the employee was unable to work as a result of the illness, shall be acceptable.
 4. After an employee takes sick leave on a partial basis five (5) times in a contract year, July 1 to June 30, future sick leave shall be chargeable to that employee only on a full day basis.
 5. Sick leave shall be given when the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by medical certificate, provided that leave for this purpose shall not exceed three (3) consecutive work days for each illness.

- E. Death - Accumulated Sick Leave. Should an employee become deceased prior to retiring, his/her accrued sick leave time, up to one hundred twenty (120) days, shall be paid to his survivor, as listed on his Department Insurance Policy.

- F. Copies of Insurance Plan. The Employer shall furnish to all employees covered by this Agreement a copy of the said Plan, outlining all benefits paid under this Plan.

- G. Retiree Insurance.
 1. The Board shall pay 95% of the cost of medical insurance premiums for the Century Preferred Plan for all employees retiring during the term of this agreement, and until they become eligible for Medicare, but shall not agree to pay the costs of said coverage for any employee retiring on disability or deferred pensions. Additionally, if an employee

retires under these provisions, and is covered by a comparable insurance elsewhere, the Board will have no obligation to provide this or any coverage as above. Retirees may pay their share of the premiums (5%) in advance or to authorize deductions from their retirement check. Failure to make a required payment to the Department will relieve the Board of any further obligation to provide insurance coverage to a retiree under this provision.

2. The Board will allow the retiree to pay the full additional premium amount to keep his/her spouse on the group plans until the employee is eligible for Medicare, becomes covered under another plan, or becomes deceased. Failure to make a required payment to the Department will relieve the Board of any further obligation to provide insurance coverage to a retiree's spouse under this provision.

H. Waiver of Coverage

1. Employees may voluntarily elect to waive, in writing, all medical insurance coverages outlined in this Agreement applicable to them and, in lieu thereof, shall receive an annual payment of: single (\$350.00), two person (\$500.00), or family (\$750.00). Payment to those employees waiving coverage shall be made in four equal payments at the end of each quarter for which coverage was waived. Proof of coverage under another plan may be required by the Board. Any payments under this Section shall not be regarded as compensation for wage, overtime, or pension calculation purposes. This provision shall not pertain to employees whose spouse/children are covered by medical insurance provided by the Department or the City of Norwich.
2. Employees may revoke in writing the insurance waiver during any election period or when a qualifying event occurs. 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 plan. Appropriate financial adjustments shall be made between the employee and the Department to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
3. Notice of intention to waive insurance coverage must be sent to the General Manager not later than October 1, to be effective on January 1 of each contract year. The election to waive coverage shall only be approved after the employee has provided the Department with proof of alternative insurance coverage.
4. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

ARTICLE 20 - SHIFT PREMIUM

- A. Premium Pay for Second and Third Shifts. An employee of any job classification who is assigned to work during the hours of the second (2nd) shift, 4:00 p.m. to 12:00 Midnight, or the third (3rd) shift, 12:00 Midnight to 8:00 a.m., shall receive a premium of twenty-seven cents (\$.27) per hour.
- B. Sunday Pay. A premium of one dollar and twenty-five cents (\$1.25) per hour shall be added to the basic straight times rates for time worked on Sundays.

ARTICLE 21 - OVERTIME

- A. Definition; Overtime Rate of Pay. The word "overtime" as used in this section shall mean overtime as authorized. Except as otherwise provided, overtime shall be paid at the rate of one

and one-half (1-1/2) times the regular hourly rate.

- B. Prearranged Overtime/Overtime Preceding Work Day. Prearranged overtime is defined as any work that is scheduled in advance and does not fall within normal working hours. The supervisor will attempt to provide thirty six (36) hours advance notice to employee, and the employee, whenever possible, will attempt to notify the supervisor within 24 hours if he/she is unable to report for overtime work. The prearranged overtime rates are as follows:
- a) Prearranged overtime immediately preceding the normal work day – an employee shall be paid a minimum of two (2) hours at the prevailing rate.
 - b) Prearranged overtime immediately following the normal workday – an employee shall be paid at the prevailing rate.
 - c) Prearranged overtime not contiguous to the normal workday – an employee shall be paid a minimum of four (4) hours at the prevailing rate. With management approval, the employee has the option of choosing a two and a half (2 ½) hour call out, for short duration jobs.
 - d) Prearranged overtime cancelled on less than twelve (12) hours' notice – an employee shall be paid for two (2) hours at his/her basic straight time rate. This will not apply to weather permitting jobs. Weather parameters will be defined when the work is scheduled. The supervisor will make the decision to work based on the weather and will notify the Control Room Operator, and will make every attempt to notify all employees. When in doubt, employees should call the Control Room Operator prior to reporting to work.
 - e) Rest time shall not apply to prearranged overtime hours worked for the two hour period prior to and contiguous to the work day.
- C. Rest Time. If any Steelworker employee is required to work overtime for more than one (1) hour during the eight (8) hour period immediately preceding the starting time of his next normal daytime schedule, he will, whenever possible, be allowed rest time during the normal schedule without loss of normal wages. The rest time shall be equivalent to the time worked. When service requirements will not permit allowing all of the earned rest time off during normal schedule, the part worked shall, except for holidays, be paid at two (2) times the straight time rates.
- Mealtimes shall be scheduled between 11:00 a.m. and 1:00 p.m. When working conditions do not provide for a scheduled mealtime between these hours, a paid mealtime break will be provided for as soon as working conditions allow.
- D. Work Beyond Sixteen (16) Consecutive Hours. When an employee is required to work beyond sixteen (16) consecutive hours, he/she shall be paid at double his/her straight time rate for those hours worked beyond sixteen (16). Time off for meals shall be counted in determining sixteen (16) consecutive hours for the purpose of this Section. This Section shall be applicable until the employee has been allowed eight (8) consecutive hours rest.
- E. Emergency Overtime. Overtime pay shall be granted to any employee for work performed during an emergency, as defined in the Merit System Rules, as amended, Rule IV, Section 5-H (Page 11).
- F. Job Assignments and Safety. In job assignments to do specific work, employees shall only be assigned who have the necessary judgment, skill, and ability to perform safely the work to be done.
- G. Reporting to Headquarters. There shall be a home station headquarters or place of employment,

designated by the Employer, to which employees shall report at the start of the work period and at the close thereof. The normal working day shall start and finish at the home station. If the Employer wishes to change the home station of an employee or employees, it shall meet with the Union as far in advance of the effective date as practicable. If the Union does not agree to change, the Employer may put it into effect, and the Union shall have the right, for a period of thirty (30) days after the effective date of the change, to grieve the same under the Grievance and Arbitration Procedure.

- H. Non-pyramiding of Overtime/Premium Pay. There shall be no pyramiding of overtime or premium pay.

ARTICLE 22 - MISCELLANEOUS

- A. Use of Own Vehicle. When an employee is authorized by the General Manager to use his/her own motor vehicle for Department business, he/she shall be paid at a rate equal to the allowance for business mileage allowed to be deducted by the Internal Revenue Service as it may be amended from time to time.
- B. Copy of Agreement. The Employer shall give to each employee of the Bargaining Unit presently employed, and each new employee when hired, a copy of this Agreement.
- C. Employee Classification/Notification to Union. The Employer agrees to furnish the Union with a complete list of all employees, and their classifications, and to notify the Union in writing of any change in classification.
- D. Union Leave. Official Union Delegates, not to exceed one (1) in number, shall have reasonable time off, with pay, to attend official Union Meetings and National Conferences. All such time off must be approved by the Department Head.
- E. Meetings between Union Officials and Department Representatives. Officials of the Union, not to exceed two (2) in number, shall have reasonable time off, with pay, to attend meetings with Department representatives. All such time off must be approved by the Department.
- F. Uniforms. The Employer shall provide uniforms for the employees.
- G. Rain Gear. The Employer shall provide rain gear for all employees who work outside.
- H. Union Safety Committee Representative - Supervisory Safety Meetings. A designated Representative of the Union Safety Committee may attend all Supervisory Safety Meetings with the Insurance Representative to discuss safety practices and review accidents.
- I. Special Leave. For purposes of Special Leave, as specified in the Merit System Rules, immediate family shall include grandparents.
- J. Loss of License. If an employee driver's license is suspended for a period of up to 90 days, no disciplinary action shall be taken by the Department, except as required by regulation. However, in the event that the employee cannot perform his duties without a driver's license, the employee may be demoted to a lower classification in which he can perform the duties for a limited time without a driver's license. If an employee's driver's license is suspended for a period in excess of

90 days, he/she shall be suspended after 90 days of license loss. He/she may return to work once regaining the license except in the case where an employee loses his license for a period of one year or longer, in which case the employee shall be terminated from employment with the Department after the one year period.

- K. Water Shut Offs and Turn Ons - Plumbers. Except in emergencies, the Department will not permit plumbers to turn on or off water by using the curb boxes and will utilize available qualified members to perform this work.

ARTICLE 23 - STAND-BY TIME

- A. Call Time Assignments and Pay. Call men, who are assigned by the Employer to take trouble calls outside their normal scheduled hours, shall be so assigned for either (1) eight (8) hours immediately preceding, or (2) eight (8) hours immediately following, or (3) a total not in excess of eight (8) hours both immediately preceding and eight (8) hours immediately following their normal schedule hours each day they work. Troublemens shall be paid for one (1) hour at basic straight time rate for each eight (8) hours they are assigned to trouble call duty, except that, when assigned on a recognized holiday, they shall be paid for two (2) hours at basic straight-time rate for each eight (8) hours so assigned. If called upon to perform work, in addition to the call-time pay, they shall be paid for the time worked at the rate applicable, but not less than two and one half (2.5) hours for each time called out. If the employee receives a callout, but resolves it remotely and does not report in, the employee will be paid for the actual work performed at the prevailing rate, without the 2.5 hour minimum, unless the remote work exceeds more than 60 minutes.
- B. List of Call Men. An established list of call men, consisting of not less than five (5) qualified employees with at least one (1) year of service, will be manned by volunteers. If, for any reason, the number drops below five (5), it is understood that the Division reserves the right to assign employees in order to meet the minimum requirements. Once an employee volunteers for this duty, it is a three (3) month mandatory assignment. A call list will also be established for the Water Treatment Plants made up of qualified operators. Water Treatment Plant calls received while a Field Services Water Technician is on stand-by will be handled by the WPO or Sr. WPO callman.
- C. Trouble Calls. Under normal conditions, all water trouble calls requiring a Department response shall be referred to the Water Division employee on call.
- D. On Call Vehicle: Management will provide a fully equipped on-call vehicle for Plant Operators to respond to calls.
- E. Plant Inspection: If the operator who is on stand-by for the plant is called to the plant on a weekend or holiday between the hours of 7:00 a.m. and 7:00 p.m. because of a plant emergency, then a plant inspection shall be made at the same time as the emergency response visitation. Employees shall perform weekend plant checks between 7:00 a.m. and 7:00 p.m. Employees assigned weekend plant checks will be paid for actual time worked, with no minimum. If the operator who is on stand-by for the plant is called to the plant on a weekend or holiday between the hours of 7:00 a.m. and 7:00 p.m., because of a plant emergency, and the plant inspection has not been done, then a plant inspection shall be made at the same time as the emergency response. There will be no call in paid for this response, but the pay will start at the time of dispatch. Any

call outs after the plant checks have been completed, will be paid per item A. Call Time Assignments and Pay.

ARTICLE 24 - SUBCONTRACTING

- A. The Department shall have the full and unrestricted right to subcontract any work or operations in its sole and conclusive discretion, subject only to the following exceptions:
1. The Department shall not subcontract work normally and regularly performed by employees in the Bargaining Union, when such action would directly cause a layoff of employees who normally perform such work, provided that sufficient qualified employees are available, and appropriate equipment is on hand to perform such work within the time required. Before recommending award of subcontracting work normally and regularly performed by Bargaining Union Employees, the Department shall furnish the Union with a copy of the apparent successful subcontractor's bid, together with a statement of whether or not such subcontract work will result in a layoff or Bargaining Union Employees.
 2. The Department agrees to use subcontractors for emergency work only after utilizing all available Bargaining Union Employees qualified to perform such work, except that this provision shall not apply where special skill or equipment is required.

ARTICLE 25 - STRIKES AND LOCKOUTS

During the term of this Agreement, there shall be no lockouts on the part of the Employer; and no strikes, slowdowns, or stoppages of work on the part of the Employees; and the Union agrees that neither it nor any Local Officers or Representatives shall call, authorize, or ratify any strike, slowdown, or stoppage of work.

ARTICLE 26 - MERIT SYSTEM RULES

The Merit System Rules of the City of Norwich as presently written, covering Promotion, Demotions, Transfers, Probationary Employees, Funeral Leave, Jury Duty, Sick Leave, and other provisions not covered by this Agreement, and not specifically abridged in this Agreement, shall become a part of this Agreement.

ARTICLE 27 - PHYSICAL EXAMINATIONS

Water Plant Operators shall undertake annually a physical examination, the cost of which shall be borne by the Employer.

ARTICLE 28 - SUBSTANCE ABUSE

- A. Purposes. The purposes of this policy are as follows:
1. to establish and maintain a safe, healthy working environment for all employees and to protect the public;
 2. to insure the reputation of the Department and its employees as good, responsible citizens worthy of public trust;
 3. to reduce the incidents of accidental injury to person or property;

4. to reduce absenteeism, tardiness and indifferent job performance; and
5. to provide assistance toward rehabilitation for any employee who seeks the Department's help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

B. Definitions.

1. Alcohol or Alcoholic Beverages - means any beverage that has an alcoholic content.
2. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
3. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
4. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal.
5. Supervisor - means the employee's immediate superior in the chain of command or the General Manager or their designee.
6. Employee Assistance Program - means Employee Assistance Program provided by the Department or any agency/entity the Department has contracted with to provide said program.

C. Employee Assistance Program.

1. Any employee who feels that he 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, or recommendation or referral by a Supervisor or the General Manager, or their designee.
2. Request for assistance through "recommendation" or "Supervisor referral" will be treated as confidential. "Self-referral" confidentiality will be maintained between the individual seeking help and employee assistance personnel.
3. Employee progress will be monitored by the General Manager or his designee.
4. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Department will grant rehabilitation leave at full pay up to accumulated sick leave. Outpatient care may be charged to sick leave. Employees using up accumulated sick leave may be allowed to use vacation and other accumulated earned leave time. In the sole discretion of the Employer, employees may be allowed to use additional sick leave as specified in Article 18, Section B.
5. 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 nine (9) months; must maintain at least weekly contact with the General Manager or his designee; and must provide certification that he is continuously enrolled in a treatment program and actively participating in that program.
6. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

D. Alcoholic Beverages.

1. No alcoholic beverages will be brought to work or consumed while on duty. The Department shall invoke appropriate disciplinary action for any violations.
2. No alcoholic beverages will be brought on to or consumed by an employee who is off duty on property owned by the Department. The Department will invoke appropriate disciplinary action for any violations.

3. Drinking or being under the influence of alcoholic beverages while on duty shall be cause for suspension or termination.
4. Any employee whose off-duty use of alcohol results in any violation of the collective bargaining agreement between the Department and the Union, or the personnel policies of the Department, including, but not limited to, excessive absenteeism, tardiness, accidents or inability to perform all duties 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.

E. Prescription Drugs.

1. No prescription drug shall be brought to work by an 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.
2. Any employee whose use of prescription drugs is either in violation of Section 5(a) of this Article or results in an inability to perform all duties required of said employee 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 shall be imposed, including suspension or termination.

F. Illegal Drugs.

1. The use of an illegal drug or controlled substance or the possession of them while an employee is on duty is cause for suspension or termination.
2. Subject to the other provisions of this Article, any employee whose use of illegal drugs, off duty, results in an inability to perform all duties required of said employee in a satisfactory manner, as determined by the Employer, may be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. If an employee refuses or fails rehabilitation, the same shall be cause for suspension or termination.
3. The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person shall be cause for suspension or termination, and/or referral to law enforcement authorities.

G. Procedures. The procedures of the Department in regards to employees using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

1. 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: Supervisors who have 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 shall immediately notify the General Manager or his designee.

STEP 3: Both the Supervisor and the General Manager or his designee will interview the employee, in the presence of the Union President or Union Steward, or his designee, and if they both believe that the employee is under the influence of alcohol, drugs, or chemicals, then said employee will be taken to the Department's designated hospital or testing facility.

STEP 4: The decision to relieve the employee from duty shall be documented as soon as practicable. Both the Supervisor and the General Manager or their designees should document reasons and 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.

- a. It shall be made clear to the employee before he signs the release form that the results will be made available to the General Manager or his designee and may be used in disciplinary proceedings against the employee.
- b. If the employee refuses to submit to the aforesaid tests, the Department shall consider said employee to be in violation of this Agreement. The employee will be relieved of duty. In addition, the employee shall be subject to other disciplinary action, including suspension and/or termination.

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

- a. 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.
 - b. The General Manager or his designee shall make final determination whether the employee returns to active status.
 - c. Rejection of treatment or failure to complete the program will be cause for suspension or termination.
 - d. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.
 - e. No employee will be eligible for the Employee Assistance Program more than one (1) time. Notwithstanding the aforesaid, at the sole discretion of the General Manager, an employee may be eligible for the Employee Assistance Program on more than one (1) occasion. The decision of the General Manager shall not be a grievable matter by the employee or the Union.
2. Any employee driving any Department apparatus or vehicle involved in an accident may be tested for drugs and alcohol only when a supervisor has reasonable belief that the employee is under the influence of alcohol, drugs, or chemicals as stated in G1, Step 1 above, unless specifically required to be tested by law or regulation.
 3. Any Supervisor who does not relieve an employee suspected of being under the influence of alcohol, drugs, or chemicals shall be subject to disciplinary action.
 4. Random drug tests of employees shall not be performed unless the same is required or

permissible by law.

H. Effective Date - Notice to Employees - Federal/State Law.

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

I. New Applicants. It is mutually understood and agreed by the parties that the Department shall have the absolute right to engage in alcohol and drug testing of applicants for employment with the Department in accordance with applicable law. The Department shall have no obligation to hire any applicant who fails said alcohol or drug testing.

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

**ARTICLE 29. THE CITY OF NORWICH DEPARTMENT OF PUBLIC UTILITIES
DISCIPLINARY POLICIES, CONSEQUENCES AND INTERVENTIONS AFTER
A POSITIVE DRUG TEST OR AN ALCOHOL TEST OF .020 OR GREATER.**

I. **Prohibited Drugs:**

A. **On-Duty/On Call Standby Use of a Prohibited Drug:** The admitted or witnessed On-Duty/On-Call Standby use or possession of a prohibited drug is cause for suspension or termination. The observations of the witness will be verified before any action is taken.

B. **Positive Drug Tests:**

1. The following will all be considered positive drug results within the meaning of this policy:
 - a. A positive laboratory drug test result verified and confirmed by the Professional Testing Services Medical Review Officer as having no reasonable medical explanation.
 - b. Refusal to provide a urine specimen.
 - c. Clear obstruction of the testing procedures, including attempts to adulterate or substitute.
 - d. Shy bladder with no reasonable medical explanation.
2. The following procedure will be followed in response to a positive drug test result:
 - a. The employee will be relieved of duty, suspended without pay, and offered an opportunity for Substance Abuse Professional (hereafter SAP) Assessment and Evaluation.
 - b. The SAP will develop an appropriate rehabilitation plan if one is required. A negative return to duty test will be a condition of return to work.

- c. If the employee declines to be assessed by the Substance Abuse Professional, or refuses to follow the treatment recommendations and/or conditions of the SAP Assessment, he/she will be terminated from employment.
- d. Rehabilitation/Treatment beyond the scope of the City of Norwich Employee Assistance Program or Medical Plan offerings will be the financial responsibility of the employee. Employees enrolled in a formal treatment program will be granted rehabilitation leave retroactive at full pay up to accumulated sick leave. Employees using up accumulated sick leave will be permitted 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 I.B.2.d above the employee must have been employed six (6) months and will be monitored by the SAP regarding his/her continued cooperation with the treatment or condition of his/her return to duty program.
- f. Upon return to duty, the employee is subject to unannounced follow-up drug testing for the period and at intervals scheduled by the SAP and MRO, beyond the random drug testing also required by regulation.

C. Post-SAP Intervention/Return to Duty:

- 1. **Termination of employment** will be the consequence if an employee, over the next two year period:
 - a. Fails any type of drug test.
 - b. Refuses to provide a urine specimen.
 - c. Clearly obstructs the testing procedures, including attempts to adulterate or substitute.
 - d. Shy Bladder with no reasonable medical explanation.

II. Alcohol:

A. **On-Duty/On-Call Standby Use of Alcohol:** The admitted or witnessed On-Duty/On-Call Standby use or possession of alcohol on the City's time or premises could result in appropriate disciplinary action up to and including suspension or termination of employment. Over-the-counter medicine with alcohol content is included in the definition of alcohol. The observations of the witness will be verified before any action is taken.

B. **Refusal to Submit:** An employee who refuses to provide adequate breath or saliva for alcohol testing with no reasonable medical explanation, or who engages in conduct that clearly obstructs the testing procedure, will be considered to be **.040**.

- 1. The following procedures will be followed in response to an alcohol test of **.040** or greater:
 - a. The employee will be removed from his/her safety sensitive duties, relieved of duty, suspended without pay, and offered an opportunity for SAP assessment and evaluation.
 - b. The SAP will develop an appropriate rehabilitation plan if one is required. A negative return to duty test will be a condition of return to work.
 - c. If the employee declines to be assessed by the Substance Abuse Professional, or

refuses to follow the treatment recommendations and/or conditions of the SAP Assessment, he/she will be terminated from employment.

- d. Rehabilitation Treatment beyond the scope of the City of Norwich EAP or Medical Plan offerings will be the financial responsibility of the employee. Employees enrolled in a formal treatment program will be granted rehabilitation leave retroactive at full pay up to accumulated sick leave. Employees using up accumulated sick leave will be permitted 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 II.B.2.d above the employee must have been employed six (6) months and will be monitored by the SAP regarding his/her continued cooperation with the treatment or condition of his/her return to duty program.
 - f. Upon return to duty, the employee is subject to unannounced follow-up alcohol testing for the period and at intervals scheduled by the SAP and MRO, beyond the random alcohol testing required by regulation.
- C. A second **.040** or greater alcohol test, or a refusal to submit as set forth in Section II.B over the next two year period, will result in termination of employment.

D. Alcohol Tests of .040 or Greater:

1. The following procedures will be followed in response to a confirmation alcohol test of **.040** or greater:
 - a. An alcohol confirmation test result indicating an alcohol concentration of **.040** or greater will result in removal from the safety sensitive position without pay, and an opportunity for SAP assessment and evaluation.
 - b. The SAP will develop an appropriate rehabilitation plan, if one is required. A negative return to duty test will be a condition of return to work.
 - c. If the employee declines to be assessed by the Substance Abuse Professional, or refuses to follow the treatment recommendations and/or conditions of the SAP Assessment, he/she will be terminated from employment.
 - d. Rehabilitation/Treatment beyond the scope of the City of Norwich Employee Assistance Program or Medical Plan offerings will be the financial responsibility of the employee. Employees enrolled in a formal treatment program will be granted rehabilitation leave retroactive at full pay up to accumulated sick leave. Employees using up to accumulated sick leave will be permitted 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 II.B.2.d above the employee must have been employed six (6) months and will be monitored by the SAP regarding his/her continued cooperation with the treatment or condition of his/her return to duty program.
 - f. Upon return to duty, the employee is subject to unannounced follow-up alcohol testing for the period and at intervals scheduled by the SAP and MRO beyond the random alcohol testing also required by regulation.
- E. If, at any time over the next two year period, the employee's alcohol-confirmation test results indicate an alcohol concentration of **.040** or greater, the employee will be immediately removed from the safety sensitive position and terminated from employment.

F. Alcohol Tests of .020 to .039

1. The following procedures will be followed in response to a confirmation alcohol test of .020 through .039:
 - a. An alcohol confirmation test result indicating an alcohol concentration of **.020** through **.039** will result in removal from the safety sensitive position for twenty-four (24) hours.
 - b. An alcohol test of less than **.020** will be required just prior to return to duty.
 - c. A second alcohol confirmation test result at any time over the next two year period, which indicates an alcohol concentration of **.020** through **.039**, will result in removal from the safety sensitive position for twenty-four (24) hours and referral to the Employee Assistance Program for a minimum of one session, in lieu of any disciplinary action being taken. At employee's election, the session may take place during business hours and will be considered on-duty time. Employee will cooperate by participating in the session as soon as it is scheduled.
 - d. An alcohol test of less than **.020** will be required just prior to return to duty.
2. A third alcohol confirmation test result at any time over the next two year period, which indicates an alcohol concentration of **.020** through **.039**, will be subject to the same consequences as if the result was **.040** or greater, and the following procedures will be followed:
 - a. The employee will be removed from his/her safety sensitive duties, relieved of duty without pay, and offered an opportunity for SAP assessment and evaluation.
 - b. The SAP will develop an appropriate rehabilitation plan, if one is required. A negative return to duty test will be a condition of return to work.
 - c. If the employee declines to be assessed by the Substance Abuse Professional, or refuses to follow the treatment recommendations and/or conditions of the SAP Assessment, he/she will be terminated from employment.
 - d. Rehabilitation/Treatment beyond the scope of the City of Norwich EAP or Medical Plan offerings will be the financial responsibility of the employee. Employees enrolled in a formal treatment program will be granted rehabilitation leave retroactive at full pay up to accumulated sick leave. Employees using up accumulated sick leave will be permitted to use vacation and other accumulated leave time.
 - e. To be eligible for continuation of employment of a rehabilitation pay basis, in accordance with Section II.B.2.d above the employee must have been employed six (6) months and will be monitored by the SAP regarding his/her continued cooperation with the treatment or condition of his/her continued cooperation with the treatment or condition of his/her return to duty program.
 - f. Upon return to duty, the employee is subject to unannounced follow up alcohol testing for the period and at intervals scheduled by the SAP and MRO beyond the random alcohol testing also required by regulation.
- G. If the employee refuses to submit to any alcohol test, as set forth in II.B, at any time over the next two year period, the employee will be terminated from employment.
- H. A fourth alcohol confirmation test of **.020** or greater at any time over the next two year period, will result in termination of employment.

ARTICLE 30 - DURATION

This Agreement, and its provisions, shall be and become effective as of the date of the execution of this Agreement, unless stated otherwise, and shall remain in full force and effect up to and including June 30, 2022. Any party desiring to modify or terminate this Agreement shall serve written notice on the other party not later than sixty (60) days prior to the expiration date hereof. In the event neither party gives such sixty (60) days' notice, then this Agreement shall remain in full force and effect until such notice is given, and for sixty (60) days thereafter

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed on this ____ day of _____, 2021.

Signed, Sealed and Delivered
in the Presence of:

**THE CITY OF NORWICH
DEPARTMENT OF PUBLIC UTILITIES**

Witness

**Christopher LaRose
General Manager**

Witness

**THE UNITED STEELWORKERS, ON
BEHALF OF ITS LOCAL 9411-02**

Witness

Leo Gerard, President

Stanley Johnson, Secretary-Treasurer

**Thomas Conway, Vice-President
Administration**

**Fred Redman, Vice President
Human Affairs**

John Shinn, Director (Dist. #4)

Abdellatif ElBerchoui, Staff Rep.

LOCAL UNION 9411-02 COMMITTEE:

Paul Erickson, Unit Chairman

Appendix A-1
07/01/2021-06/30/2022

UNITED STEELWORKERS

**2.25%
Grade**

Classification	Grade		Probation	Step 1	Step 2	Step 3	Step 4
Utility Laborer	16	Annual	\$60,174.40	\$63,024.00	\$66,227.20	\$69,555.20	\$73,008.00
		Biweekly	\$2,314.40	\$2,424.00	\$2,547.20	\$2,675.20	\$2,808.00
		Hourly	\$28.93	\$30.30	\$31.84	\$33.44	\$35.10
Apprentice Water Plant Treatment Operator	16-1	Annual	\$61,859.20	\$65,020.80	\$68,244.80	\$71,635.20	\$75,212.80
		Biweekly	\$2,379.20	\$2,500.80	\$2,624.80	\$2,755.20	\$2,892.80
		Hourly	\$29.74	\$31.26	\$32.81	\$34.44	\$36.16
Pipefitter Helper	17	Annual	\$63,024.00	\$66,227.20	\$69,555.20	\$73,008.00	\$76,627.20
		Biweekly	\$2,424.00	\$2,547.20	\$2,675.20	\$2,808.00	\$2,947.20
		Hourly	\$30.30	\$31.84	\$33.44	\$35.10	\$36.84
Water Plant Treatment Operator I	17-1	Annual	\$65,436.80	\$68,723.20	\$72,217.60	\$75,795.20	\$79,622.40
		Biweekly	\$2,516.80	\$2,643.20	\$2,777.60	\$2,915.20	\$3,062.40
		Hourly	\$31.46	\$33.04	\$34.72	\$36.44	\$38.28
Water Plant Treatment Operator II	17-2	Annual	\$68,723.20	\$72,217.60	\$75,795.20	\$79,622.40	\$83,616.00
		Biweekly	\$2,643.20	\$2,777.60	\$2,915.20	\$3,062.40	\$3,216.00
		Hourly	\$33.04	\$34.72	\$36.44	\$38.28	\$40.20
Water Plant Operator	18	Annual	\$69,680.00	\$73,278.40	\$77,105.60	\$81,182.40	\$85,425.60
		Biweekly	\$2,680.00	\$2,818.40	\$2,965.60	\$3,122.40	\$3,285.60
		Hourly	\$33.50	\$35.23	\$37.07	\$39.03	\$41.07
Pipefitter	19	Annual	\$72,196.80	\$75,774.40	\$79,601.60	\$83,616.00	\$87,776.00
		Biweekly	\$2,776.80	\$2,914.40	\$3,061.60	\$3,216.00	\$3,376.00
		Hourly	\$34.71	\$36.43	\$38.27	\$40.20	\$42.20
Water Plant Treatment Operator III	19-1	Annual	\$75,795.20	\$79,622.40	\$83,616.00	\$87,776.00	\$92,144.00
		Biweekly	\$2,915.20	\$3,062.40	\$3,216.00	\$3,376.00	\$3,544.00
		Hourly	\$36.44	\$38.28	\$40.20	\$42.20	\$44.30
Field Service Water Tech Senior Water Plant Operator	20	Annual	\$77,251.20	\$81,120.00	\$85,176.00	\$89,440.00	\$93,870.40
		Biweekly	\$2,971.20	\$3,120.00	\$3,276.00	\$3,440.00	\$3,610.40
		Hourly	\$37.14	\$39.00	\$40.95	\$43.00	\$45.13
Water Main Foreman	22	Annual	\$82,867.20	\$87,006.40	\$91,332.80	\$95,784.00	\$100,609.60
		Biweekly	\$3,187.20	\$3,346.40	\$3,512.80	\$3,684.00	\$3,869.60
		Hourly	\$39.84	\$41.83	\$43.91	\$46.05	\$48.37
Senior Water Plant Treatment Operator	23	Annual	\$85,675.20	\$89,897.60	\$94,494.40	\$99,236.80	\$104,166.40
		Biweekly	\$3,295.20	\$3,457.60	\$3,634.40	\$3,816.80	\$4,006.40
		Hourly	\$41.19	\$43.22	\$45.43	\$47.71	\$50.08

****End of Contract****