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CITY OF DANBURY
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DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

MEMORANDUM

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TO: Mark D. Boughton via the Common Council

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

DATE: October 26, 2004

CERTIFICATION #6

SUBJECT: Danbury Municipal Employees' Association - Proposed Collective Bargaining Agreement, Appropriation of Funds

Attached for your review and approval is a proposed collective bargaining agreement between the City and the Danbury Municipal Employees Association. I am also including a request for appropriation related to the proposed contract. The proposed agreement is for a four-year term beginning July 1, 2003 ending June 30, 2007.

The agreement includes wage increases of 3%, 3%, 3% & 3% annually, allows the City to switch to bi-weekly payroll with 90 days notice, allows for pension-related administrative expenses to be paid out of the pension fund, and other language changes.

In the area of health insurance, the proposed contract includes plan design changes that aligns the City's current plan with Anthem's Century Preferred standard plan. Employees' premium co-share will increase from 5% to 8% upon approval by the Common Council, to 10% on July 1, 2005 and to 12% on July 1, 2006. The same premium co-shares apply to dental insurance coverage.

The contract also introduces a new health insurance plan, providing employees an option. The BlueCare plan provides almost the same benefit levels as Century Preferred, but does not include an out-of-network benefit. The premium co-shares for the new plan are 6%, 7% and 8% annually.

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

1080.5020	13,266
1090.5020	2,968
1110.5020	13,006
1130.5020	20,598
1140.5020	5,063

1160.5020	11,697
1190.5020	8,640
1220.5020	10,475
1340.5020	6,947
1350.5020	2,095
2000.5020	9,340
2001.5020	1,833
2010.5020	4,538
2020.5020	18,988
3040.5020	14,580
4000.5020	21,818
5000.5020	13,176
5002.5020	5,234
7000.5020	57,512
7002.5020	2,269
8008.5020	4,538

Total	<u><u>248,581</u></u>
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The status of the Contingency Account is as follows:

Budgeted Contingency:	\$1,428,754
Appropriations to Date:	(\$276,300)
This Request:	<u>(\$248,581)</u>
Balance in Contingency:	\$903,873

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

AGREEMENT

between

THE CITY OF DANBURY, CONNECTICUT

and

THE DANBURY MUNICIPAL EMPLOYEES'
ASSOCIATION, INC.

July 1, 2003 to June 30, 2007

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This Agreement made and entered into by and between the City of Danbury ("City" or "Employer") and the Danbury Municipal Employees' Association, Inc. ("Association" or "Union"), affiliated with Civil Service Employees Affiliates, Inc., Local 760, Service Employees International Union, AFL-CIO, CLC.

ARTICLE 1 RECOGNITION

Section A. The City recognizes the Association as the exclusive representative for the purpose of collective bargaining of those employees in the classified service of the City who are in the job classifications and titles listed in Appendix A and who work twenty (20) or more hours per week.

Section B. The City and the Association shall share the expense of having two hundred fifty (250) copies of this Agreement printed by a mutually acceptable method and printer.

ARTICLE 2 ASSOCIATION SECURITY

All members of the classified service of the City of Danbury, who are members of the Association on the effective date of this Agreement, shall remain members of the Association in good standing by the payment of their regular monthly dues on or before the last day of each month, or pay to the Association an agency fee to cover the costs of collective bargaining, contract administration and grievance adjustment, as a condition of continued employment. Future full-time employees who are hired or work in the classifications specified herein shall become, and remain, members in good standing by payment of the required regular monthly dues of the Association on the 31st day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement, or pay to the Association an agency fee to cover the costs of collective bargaining, contract administration and grievance adjustment. Any dispute concerning the amount of the agency fee shall be subject to the Union's internal appeal process and the City shall have no part in such process. Article 17 of this Agreement covers those provisions governing part-time employees subject to this Agreement.

ARTICLE 3 SENIORITY

Section A. In General

Seniority for employees covered by this Agreement shall be defined as the period of continuous employment with the City of Danbury.

A part-time employee shall be granted seniority in the same proportion that his/her regularly scheduled work hours bear to the regularly scheduled work hours of a full-time employee in the same classification and assignment.

No seniority shall accrue during an employee's probationary period. Upon successful completion of the probationary period, but no later than one year following initial employment, an employee's seniority shall be retroactive to the most recent date of employment by the City.

Seniority shall be bridged, but shall not continue to accrue, in the following circumstances:

1. an approved leave of absence without pay of up to twelve (12) months;
2. extended absence due to work related illness or injury of up to eighteen (18) months;
3. extended absence due to non-work related illness or injury of up to twelve (12) months;
4. reemployment within twelve (12) months following resignation;
5. reemployment within eighteen (18) months following layoff.

Seniority shall apply in the cases of layoffs from employment, bumping and order of recall within a classification.

The Union may designate up to three (3) of its officers (the President, First Vice-President and Grievance Committee Chairperson) to have superseniority, which shall be defined as the highest seniority in the classification currently held. The Union's designations shall be made annually, in writing, to the Personnel Department on or about April 1 and prior to submission of the Mayor's recommended budget to the Common Council.

Section B. Seniority Roster

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

Section C. Layoff - Procedure

In the event of a layoff, the following procedure shall be followed:

1. The City shall identify the position which will be eliminated, unfunded or reduced in hours. (An employee in such position is referred to below as the "affected employee.")
2. If there is a vacancy in the same job classification, which the City plans to fill, the affected employee shall be transferred to that vacancy. A full-time employee shall be transferred only to a full-time position and a part-time employee shall be transferred only to a part-time position. (This shall not preclude the City from offering, and the full-time employee accepting, an available part-time vacancy if there is not a more senior part-time employee entitled to it under this paragraph.)

(Example: The City decides to eliminate a Clerk-Typist position in Department A. Due to a retirement, there is a vacant Clerk-Typist position which the City intends to keep in Department B. The employee in Department A will be transferred to the vacancy in Department B so as to avoid layoff.)

3. If there is a vacancy in a different job classification, which the City intends to fill, the affected employee shall be transferred to that vacant position if:
 - a) the employee is currently on a civil service list for the classification, or
 - b) the City, in its sole discretion, determines that the job classification of the vacancy is comparable to that held by the affected employee, or is a classification in the same or lower salary grade for which the employee is fully qualified as a result of duties performed in the current classification or other job related work experience; or
 - c) the City, in its sole discretion, determines that the employee is qualified to fill the vacancy on a provisional basis pending civil service examination.

(Example: The City decides to eliminate an Assistant Town Clerk position. Due to a retirement, there is a vacant Clerk-Typist position which the City

intends to keep in the same or a different department. The least senior Assistant Town Clerk will be transferred to that position if any of the three conditions indicated above exists.)

4. If there is no vacancy to which the affected employee may be transferred:
 - a) If the employee in that position is the least senior in the job classification, he/she will be laid off.
 - b) If the employee is not the least senior in the job classification, he/she shall have the option to accept the layoff or to bump the least senior employee in the job classification who will then be laid off.

(Example: The City decides to eliminate a full-time Clerk-Typist position in Department A. The least senior full-time Clerk-Typist works in Department B. The Department A employee may either take the layoff or bump the employee in Department B.)

5. An employee who is laid off in one classification may bump the least senior employee in a lower classification if:
 - a) the employee previously held a position in that lower classification; or
 - b) the employee is currently on a civil service list for the lower classification, or
 - c) the City, in its sole discretion, determines that the lower job classification is comparable to that held by the employee, or is a classification for which the employee is fully qualified as a result of duties performed in the current classification or other job related work experience; and
 - d) the employee has more seniority than the employee to be bumped.

An employee shall be informed of his/her bumping option by the Personnel Department. Within five (5) working days of said notification, the employee shall inform the Personnel Department whether he/she will exercise the right to bump or will accept a layoff.

6. An employee who is bumped shall also have the right to bump in accordance with subsection 5 above; provided, however, that there shall not be more than three (3) bumps permitted as the result of a position elimination.

(For example: Position X is eliminated and the employee in that position bumps the employee in Position Y; the employee in Position Y bumps the employee in Position Z; the employee in Position Z is the last to have bumping rights.)

Section D. Reemployment

A full-time employee who is transferred to a position in a lower pay grade or who is bumped shall be given first preference to return to a vacant position in the classification from which he/she was displaced, for a period of one year from the date of assignment to the lower paying position.

Recall from layoff shall be conducted as follows:

1. An employee who is laid off may request that his/her name be placed on a recall list(s) for any of the following:
 - a) the same classification from which he/she was laid off or bumped;
 - b) a classification for which he/she is currently on a civil service list;
 - c) a classification which the City, in its sole discretion, determines is comparable to that from which he/she was laid off, or for which the employee is fully qualified as a result of duties performed in the previous classification;
 - d) a classification which the City, in its sole discretion, determines that the employee is qualified to fill on a provisional basis pending civil service examination.
2. Prior to filling a position with a new employee, the City shall offer the position to an employee(s) on the recall list. The order of preference among recall lists shall be the order in which they are listed above. (For example, an employee on a recall list pursuant to 1.a above will be recalled before an employee on a list pursuant to 1.b above.) If there is more than one employee on a list who is eligible for recall to a position, preference shall be based on seniority. (For example, if there are two laid off individuals on an "a" list, the more senior will be recalled; however, an individual on a "b" list will not have preference over an individual on an "a" list even if more senior.)
3. An employee shall be notified of the opportunity for recall in writing. An offer of recall which is not accepted within fourteen (14) days of the date on which it was mailed by the City shall be considered rejected and the City may then offer the position to the next eligible recall candidate.

4. Recall rights shall be retained for a period of eighteen (18) months from the date of layoff. However, an employee who refuses recall to a position at the same pay grade from which he/she was laid off shall be removed from the recall list, and refusal of any two other offers of recall shall result in removal from the recall list.

Section E. Layoff and Recall - General Provisions

1. When the City is deciding whether classifications are comparable or employees are qualified as a result of current duties (under paragraphs 1 and 5 of the layoff procedure and paragraph 2 of the recall list provisions), the City shall notify the Union. Upon request, the Personnel Director shall meet with representatives of the Union to discuss these matters prior to making a final decision.
2. An employee who moves to a different classification under the layoff or recall provisions of this Article shall serve such probationary period in the new classification as is determined by the Civil Service Commission.
3. Whenever an employee is required to serve a new probationary period in a lower classification as a result of these layoff and recall procedures, the following shall apply:
 - a) The probationary period shall not exceed six (6) months.
 - b) A decision on the employee's performance shall not be made prior to completion of at least three (3) months in the new classification.
 - c) If the employee fails the probationary period, the reasonableness of the decision may be appealed through Step 2 of the grievance procedure, but the decision shall not be arbitrable.
 - d) If the employee is terminated, he/she shall retain recall rights for eighteen (18) months from the date of termination to other positions under Section D. above.
4. Full-time and part-time employees shall be treated separately for all purposes of layoff, transfer, bumping and recall, including:
 - a) A full-time employee shall be transferred only to a full-time position and a part-time employee only to a part-time position. (This shall not preclude the City from offering, and the full-time employee accepting, an available part-time vacancy if there is not a more senior part-time employee entitled to it under this paragraph.)

- b) A full-time employee may bump only to a full-time position and a part-time employee only to a part-time position.
 - c) A full-time employee is eligible for recall to a full-time position and a part-time employee to a part-time position.
5. An employee who is transferred to a vacancy or who bumps in accordance with this Article must be willing to accept the work schedule and other working conditions of the new position.
6. When the elimination of a position is approved (e.g., in the case of the City budget, upon approval by the Common Council), the City shall notify the employee(s) in the affected position(s). The City shall give an employee who is laid off at least two (2) weeks notice or pay in lieu thereof. For layoffs related to position reductions under the City budget, the two (2) weeks notice shall be given provided that the budget is adopted not later than June 15.

ARTICLE 4 HOURS OF WORK

Section A. Full-time Employees and Administrative Departments

The normal work week for full-time employees shall be 35, 37.5 or 40 hours as established by job title and assignment. The normal work day for full-time employees shall be 7, 7.5 or 8 hours as established by the assignment; provided, however, that the work day for Library employees may vary in order to accommodate the hours of operation of the Library.

The City shall give an employee as much notice as possible of a change in work schedule and, except in the case of an emergency or unforeseen circumstances, at least one (1) week in advance.

The City and the Association agree that the Mayor may approve the use of flexible scheduling under the following conditions:

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

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

An employee who is interested in working a flexible schedule shall first discuss it with the Department Head. An employee's formal request shall be in writing, and shall include all pertinent information, including the proposed schedule, the date of implementation and proposed duration of the schedule.

The Department Head shall review the employee's request, affix his/her recommendation, and transmit the request to the Director of Personnel.

The Department Head also may initiate the request and, if he/she does so will submit it in writing addressed to the Director of Personnel.

The request should include the proposed flex time schedule for each employee involved, a detailed explanation of the purpose and the date of implementation.

The Personnel Director will review the request and make a recommendation to the Mayor.

The Mayor will approve or deny the request and notify the Personnel Director of his/her action.

The Personnel Director will notify appropriate departments.

If the City approves a flexible schedule for an employee, it may limit the duration of the revised schedule. No approval of a flexible work schedule shall alter the City's right to change an employee's work schedule with notice as required by this Article.

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

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

Section B. Part-Time Employees

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

Section C. Attendance

No employee in the classified service shall be paid unless he/she is at work, or, in accordance with the conditions outlined in these rules, is authorized to be absent therefrom.

Every employee shall notify his/her department head or supervisor, whenever possible, of his/her inability to report for work and the reason for such absence. Continued failure by an employee to conform with the requirements of attendance (such as unauthorized absence or chronic tardiness) shall be reported to the Personnel Department and shall be made part of the employee's service record and he/she may be subject to disciplinary action by the appointing authority. Each department shall keep daily attendance records of classified and unclassified employees and shall submit reports of attendance to the Personnel Department as required.

Section D. Meetings

The City may require that an employee attend regularly scheduled evening meetings of City boards or commissions. For employees in job classifications indicated in Appendix A, attendance at evening meetings shall be considered as part of the employee's normal work hours and not overtime. For other employees, by mutual agreement between the City and the employee, attendance at evening meetings shall be considered as part of the employee's normal work hours and not overtime. Such employee who attends any such meeting(s) shall be given two (2) weeks' advance notice except in the case of an emergency or special meeting, and shall have his/her work hours for the week(s) in which the meeting(s) occurs adjusted accordingly. Such an adjustment in an employee's schedule shall not be considered to be flexible schedule as described in Article IV, Section A.1.

ARTICLE 5
OVERTIME AND SHIFT DIFFERENTIAL

Section A. Overtime

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

A full-time employee who is assigned to work overtime shall be paid for those hours in excess of his/her regularly scheduled 35, 37.5 or 40 hour week at the rate of time and one-half the regular hourly rate.

If overtime is required within a department, and there is more than one employee in the job classification who is qualified and available, the Department Head shall first seek volunteers from among those in the job classification who are so qualified and available. If there are no volunteers, or there are insufficient volunteers for the work, the Department Head shall assign an employee(s) to do the overtime work. Involuntary overtime assignments shall be distributed as equitably as is practical among the employees in the job classification who are qualified to perform the work. If there are more volunteers than needed, the Department Head shall assign the overtime taking into consideration the principle that voluntary overtime should be distributed as equally as practical among the employees in a job classification who are qualified to perform the work.

Section B. Shift Differential

Any employee who is assigned to work an evening or night shift shall be paid a shift differential of \$.70 per hour for all hours worked on the evening or night shift.

For the purpose of this Article "evening or night shift" is a shift for which the majority of the scheduled hours fall between 5:00 p.m. and 6:00 a.m.

If, during the term of this Agreement, the City decides to add an evening or night shift to be worked by an employee(s) in the bargaining unit, the City shall first notify the Association. Upon request, the City shall meet and confer with representatives of the Association concerning the manner in which any incumbent employee(s) shall be assigned to the new shift. The City shall make every effort to give the Association at least one month's notice of its intention to create such a new shift.

ARTICLE 6 HOLIDAYS

Section A. Holidays

The following are official holidays for employees in the classified service:

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

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

Section B. Exceptions

1. No emergency or temporary employees shall be granted time off with pay except for those holidays which occur after said employee has completed ninety (90) days of continuous employment just prior to the date of the holiday.
2. Any part-time employee shall be granted time off with pay if the holiday falls on the day when he/she would normally have been scheduled to work. The pay he/she receives shall be for the number of hours he/she would normally have been scheduled to work.
3. Employees normally scheduled to work Saturday and/or Sunday will be paid for any day on which they would normally be scheduled to work, but are deprived from doing so because their department has been closed by executive order. Example: Library workers are scheduled to work Sundays. On Easter Sunday the library is closed. The employees affected will be paid for the day, despite the fact that Easter is not a paid holiday according to this contract.

ARTICLE 7 VACATION

Section A. All classified employees shall accrue vacation leave for continuous service from the date of initial employment, but they are not credited with or eligible to use such leave until they have completed one hundred twenty-five (125) days of work.

Section B. Vacation Accrual

Vacation shall accrue in the following manner:

1. When an employee in his/her probationary year completes one hundred and twenty-five (125) days of work, he/she shall be entitled to one calendar week of vacation. It shall be taken before the end of that fiscal year.
2. When an employee has completed one (1) year of service as determined by his/her date of hire, the employee shall be entitled to two (2) calendar weeks vacation during the fiscal year of the anniversary. If during the fiscal year the employee is in a non-compensable status for a month or more, the vacation period shall be reduced on a pro-rata basis.
3. In each succeeding year, vacation will accrue on the same basis according to contract. In any year in which the employee is in a non-compensable status for a month or more, the stipulated vacation periods will be pro-rated.

If the employee's first anniversary date does not coincide with the end of the probation period, the entitlement to the two week vacation shall be deferred to the completion of probation.
4. Three (3) calendar weeks after five (5) years continuous service.
5. Four (4) calendar weeks after ten (10) years of continuous service.
6. Five (5) calendar weeks after seventeen (17) years of continuous service.

Vacations shall be taken on a fiscal year basis and qualifying time shall be during the fiscal year. (That is, if six (6) months service is completed during the fiscal year, then one (1) week may be taken during that period; if one year of service is completed during the fiscal year, then two (2) weeks may be taken during that period, etc.)

Section C. Vacation Use

Use of vacation leave shall be discharged during the fiscal year except that an employee may request in writing that the appointing authority grant accumulation of not more than five (5) working days to the next year. Such days must be discharged during the next fiscal year.

In emergency situations permission to carry over more than five (5) vacation days will be granted when there is agreement between the Department Head and the employee that:

1. the carry-over will not adversely effect the efficiency of the department;
2. the carry-over will not in itself create a need for the hiring of temporary help;
3. permission to carry over more than five (5) vacation days will not be granted for the same employee two (2) consecutive years;
4. all requests should be made before June 1st each year.

The grant of an employee's request for permission to carry over more than five (5) vacation days shall be subject to the approval of the Department Head, the Director of Personnel and the Mayor.

Section D. Application

1. Vacation leave must be applied for by the employee and is subject to approval by the Department Head and/or appointing authority. (Within each department certain periods of the year may be withheld as a non-vacation period.) In the case of conflict, department seniority shall be in effect.
2. Vacation pay shall be paid in advance of vacation where sufficient advance notice of vacation has been given to the employee's department head.

Section E. Holiday During Vacation

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

Section F. Termination

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

Section G. Pro-rated Vacation

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

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

Section H. Leave of Absence Without Pay

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

**ARTICLE 8
SICK LEAVE**

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

1. Sick leave shall be fifteen (15) days per year (1 1/4 days per month) and shall accumulate from year to year to a total of one hundred fifteen (115) days. After 115 days have been accumulated, employees shall be paid at their request for any additional sick days not taken. Reimbursement for these days shall be at full pay at the rate when the days were earned. The request for payment of the unused sick days must be made not later than the end of the third month of the following fiscal year, otherwise unused sick days will accumulate until retirement or until used for sickness (see paragraph "b" below). Upon retirement any accumulated sick days not taken shall be paid to the employee at their then current rate of pay, provided the employee receives immediate pension benefits. In the case of death of the member before retirement, any accumulated sick days will be paid to his/her or her spouse or estate at 100 percent reimbursement at his/her current rate of pay.
2. If an employee is terminated:
 - a) For cause, he/she shall receive no payment for accrued sick leave.

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

3. Notification

Failure on the part of an employee to notify his/her department head promptly of his/her absence due to sickness may be cause for denial of sick leave privilege.

A physician's certificate or other satisfactory evidence in support of any request for sick leave with pay covering an absence of five (5) or more consecutive working days will be required at the discretion of the department head.

4. Leave of Absence Without Pay

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

5. Use of Sick Days

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

Employees who are on injury leave and receiving Workers' Compensation (66 2/3% of pay) may request use of sick leave days to augment the Workers' Compensation payment for full pay. For such payment (33 1/3% of pay) they shall be charged one-third of a sick leave day.

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

1. Employees hired before July 1, 1979, who elected to be covered by these provisions shall have credited to their account on July 1, 1979, the same number of accumulated sick leave days as they were entitled to on June 30, 1979. These days shall not be increased in number in the future but may be used as provided in other paragraphs of this Article.
2. An occasional leave for sickness or accident (not job related) shall mean any absence for such reason of five (5) or less consecutive work days.

3. Employees who are unable to work due to illness shall notify their department head or his/her designee within one (1) hour of their regular starting time.

A physician's certificate or other satisfactory evidence in support of any request for sick leave with pay covering an absence of five (5) or more consecutive working days shall be required at the discretion of the department head.

4. For employees with more than six (6) months of continuous service, occasional days of absence due to injury or illness shall be paid to a total of ten (10) days of paid absence in any one fiscal year upon the approval of the Department Head. Any absences in excess of ten paid days shall only be paid if the Department Head specifically requests and the Mayor approves. In the event that an employee is on a leave of absence without pay or on short-term disability leave more than one time in a single fiscal year, the occasional days shall be prorated accordingly. Employees hired prior to July 1, 1979, who are governed by this Section B and who request pay for fractional portions of sick days shall be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day up to one full day, unless they are receiving two-thirds (66 2/3%) of pay while on Workers' Compensation or Short Term Disability. In such cases they will be charged one-third (33 1/3%) of a sick leave day.

The City agrees to pay employees fifty percent (50%) of regular straight time daily wages for unused occasional days at the end of each fiscal year. In the event that an employee is on a leave of absence without pay or on short-term disability leave more than one time in a single fiscal year, the payment for the unused occasional days shall be prorated accordingly. Payment will be made before September 30 following the end of the fiscal year.

5. Employees with less than six (6) months of continuous service may be paid for such absences only when the department head specifically requests such payment and the Mayor approves.
6. An extended leave of absence for sickness or injury (not job connected) shall mean any absence such reasons of more than five (5) consecutive working days.
 - a. Short Term Disability. For employees with six (6) months of continuous service, the first five (5) working days of such absence shall be with continuation of normal pay if approved by the department head. Such approval will not be unreasonably denied. If

the department head does not approve all or part of the first five (5) working days, the employee, at his/her option, may use all or part of the employee's unused occasional days for the five (5) working days or elects to make use of days accredited to his/her account provided in paragraph "1" of this section.

After the first five (5) consecutive working days of absence and continuing up to six (6) months from that date, the employee shall receive sixty-six and two-thirds percent (66 2/3%) of base pay on a regular weekly basis.

If during a fiscal year an employee is absent on "Short Term Disability" two (2) or more separate times, he/she shall receive normal pay for the first five (5) days of the first such extended sick leave if approved by the Department Head. Such approval will not be unreasonably denied. On subsequent occasions, the reduced amount of 66 2/3% will be paid from the first day of absence.

- b. Long Term Disability. For employees with six (6) months continuous service, after six (6) months of absence and up to normal retirement date, the employee shall receive fifty percent (50%) of base pay on a weekly basis inclusive of Social Security, pension and disability benefits from other programs to which the employer contributes. The terms and provisions of the contract of insurance shall govern the employee's eligibility for long-term disability benefits.

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

However any employee on "Short Term Disability" or Workers' Compensation receiving two-thirds (66 2/3%) of pay will be charged one-third (33 1/3%) of sick leave days in order to receive full pay.

Upon retirement or death before retirement, unused accumulated sick days shall be paid in accordance with the provisions of Article 8, Section A.1.

- 8. Employees who request pay for fractional portions of sick days shall be charged one-third (33 1/3%) of a sick leave day if they are out on short-term disability or are receiving Workers' Compensation, each of which pays two-thirds (66 2/3%) of pay. Portions of "occasional" or "bank" days lost because of illness will cause employees to be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day if they request full days pay.

Section C. Holiday During Sick Leave or Workers' Compensation

A holiday occurring during approved sick leave shall be recorded as a holiday and not as a day of leave, except that this provision shall not apply for leaves taken under Section B.5 of this Article.

If a holiday occurs while an employee is on injury leave and receiving Workers' Compensation, the employee shall be paid one-third (33 1/3%) of the holiday pay to augment Workers' Compensation payments of two-thirds (66 2/3%) of pay. If holiday occurs while employee is on short term disability, the employee shall be paid as a holiday and not as sick day.

**ARTICLE 9
MISCELLANEOUS LEAVE**

Section A. Special Time Off

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

Section B. Leave for Death in the Family

Any employee shall be given time off without loss of pay, annual leave or sick leave, as follows:

1. In the event of death of a spouse, child, stepchild, mother, stepmother, father, or stepfather, up to five (5) working days shall be granted as funeral leave.
2. Up to three (3) working days shall be granted in the event of death of a sister, brother, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any relative who is domiciled in the employee's home.
3. One (1) working day leave shall be granted for the funeral of first aunts or uncles, nieces or nephews of the employee or his/her spouse.

Section C. Civil Emergency and Special Leave

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

1. Court Appearances

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

2. Emergency Duty

Performing emergency civilian duty in relation to national defense.

3. Examinations

Participating in a City Merit System/Civil Service examination on a regular work day or taking a required examination pertinent to employment for the City, at the appropriate location, provided due notice is given to the department head.

4. Other Use Of

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

5. Extreme Situations

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

If an employee's usual assignment or place of work is unavailable (e.g., due to the closing of a particular office or building), the employee shall be given an alternative assignment and/or work location.

Section D. Official Union Business

1. The Union shall notify the City's Personnel Director, in writing, of the names of all Union officers and stewards.

2. Four (4) members of the Union negotiating committee shall be granted leave from work with full pay for the purpose of attending all meetings with

the City to negotiate the terms of the collective bargaining agreement, when such meetings take place at a time when such members are regularly scheduled to be at work.

3. No more than three (3) members of the grievance committee shall be paid for all meetings with the Mayor or his designee to discuss grievances when the meeting is scheduled during their work hours.
4. Such officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for the purpose of attending labor convention and educational conferences, provided that the total leave for the unit shall not exceed twenty-five (25) working days in any fiscal year. A request for this Union business leave shall be submitted to the Personnel Director at least ten (10) working days in advance.

Section E. Military Training Leave

Pursuant to Conn. Gen. Stat. § 7-461, an employee in the classified service, who, by reason of membership in the United States Military, Naval or Air Reserve or in the Connecticut National Guard or Naval Reserve, is required by the appropriate authorities to participate in training activities or in active duty, shall be granted military leave not to exceed thirty (30) days in any one calendar year, and shall receive for such a period the amount of pay, less any payment received for military service other than expenses, equal to his/her regular salary. Should the employee be required to participate in such training activities for a period greater than thirty (30) days, he/she shall continue to accrue annual and sick leave credits. Additional military leave shall be provided in accordance with State and Federal law.

Section F. Leave Without Pay

1. For Five Days or Less

A leave of absence without pay not to exceed five (5) consecutive work days at one time may be granted to any employee when requested in writing and approved by the department head and appointing authority. The maximum cumulative periods of such leave shall not exceed thirty (30) working days in any twelve-month period.

2. For Up To One Year

A leave of absence without pay for the protection or improvements of the employee's health, or for other causes considered reasonable and proper by the appointing authority and approved in advance by the department head and Personnel Department, for a period not to exceed one (1) year may be granted to any permanent employee in the classified service. Such leave of absence may be granted only to employees who have completed the initial one year of service.

3. Termination

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

4. Reporting

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

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

5. Reinstatement

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

6. Failure to Return

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

7. Abolished Position

When a position is held for an employee and is abolished for lack of work, due to economy, insufficient funds or organizational changes, the employee shall be granted re-employment and be placed on a re-employment list in accordance with Article 3.

8. Military Leave

An employee who has left or shall leave a position by reason of entering the Armed Forces of the United States, and who held the position for more than six (6) months to such entrance shall be granted military leave of absence without pay. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge, or if the employee shall re-enlist at his/her own choice. At the conclusion of such leave, the employee shall be returned to his/her position or a position within his/her class. The status of any employee shall continue as if no leave had been granted.

ARTICLE 10
EMPLOYEE GRIEVANCE

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

Section A. Purpose

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

Section B. Definitions

A grievance for the purposes of this procedure shall be deemed to be an employee's or Association complaint related to or concerned with the following:

1. Discharge, suspension or other disciplinary action.
2. Charges of discrimination or favoritism.
3. Interpretation and application of rules, regulations and policies of the City.

4. Matters relating to the interpretation and application of the terms and conditions of this Agreement.

Section C. Time Extensions

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

Section D. Procedure

1. An employee who deems himself/herself to be aggrieved may file a grievance with or without the assistance of the Association. The Association may at any time during the course of the grievance procedure intervene in an individual grievance. Only the Association may pursue a grievance to arbitration.
2. Should an employee process a grievance through any of the steps hereinafter provided without seeking Association aid or assistance, the Association may, at its discretion, intervene at any of the next succeeding steps following that which the employee has utilized.
3. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Step 1. Any employee covered by this Agreement may, with or without the Association or other representation, discuss his/her grievance with his/her immediate supervisor and/or his/her Department Head within seven (7) working days of the date of the occurrence giving rise to the grievance.

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

Step 3. If the grievance shall not have been disposed of to the satisfaction of the aggrieved employee and his/her representative, or if the Personnel Director or his/her agent shall fail to render his/her decision within the prescribed time, the employee and his/her representative or the City shall have the right to submit the grievance for final solution to the Connecticut State Board of Mediation and Arbitration within fourteen (14) working days after the date of such decision by the Personnel Director or within twenty-four (24)

working days after the receipt of the grievance by the Personnel Director or within ten (10) working days after the meeting to discuss the grievance. The decision of the arbitrator(s) shall be final and binding upon both parties, but shall not contravene or alter the specific terms of this Agreement. Either party shall have recourse to the courts after it has followed the above procedures to the extent such recourse is permitted by law. Simultaneously with the filing for arbitration, the Union or the City may request the mediation services of the State Board of Mediation and Arbitration.

Section E. Failure to Answer

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

Section F. Association as Complainant

The Association shall have the right to submit grievances in the name of the Association in the same manner as is provided herein for individual employees of the Association.

Section G. Representation

The Association shall have the right and choice of representation whenever it desires representation. An employee may be represented only by the Association or a designated agent of the Association in the grievance procedure.

Section H. Recording of Minutes or Testimony

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

**ARTICLE 11
DISCHARGE CLAUSE**

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

The City shall send notice of a suspension or discharge to the President of the Association no later than three (3) working days from imposition of the suspension or discharge.

**ARTICLE 12
PERSONAL DAYS**

Section A. After six (6) months of continuous service (125 days worked with the City beginning with the date of employment), all employees shall be entitled to one (1) personal day per year.

Section B. Additional personal days of leave may be earned by permanent employees for perfect attendance. Perfect attendance for the purposes of this Article shall mean no time taken for sick leave, unauthorized leave or authorized leave without pay. The criteria for earning and using such personal days shall be:

1. All permanent employees who have perfect attendance as recorded on the weekly payroll time sheets for the first thirteen (13) weeks of a fiscal year shall earn one additional personal day.
2. Thereafter employees shall earn a personal day for each thirteen (13) consecutive weeks of perfect attendance as defined herein.
3. Such earned personal days shall be limited to four (4) per fiscal year.
4. No more than one (1) personal day may be carried over to the next fiscal year.
5. Department Heads shall be required to file copies of the weekly payroll sheets and shall certify and submit to the Finance Office the names of employees who have earned personal days.

Section C. When requesting the use of a personal day, forty-eight (48) hours advance notice must be given to the Department Head. The Department Head may waive the forty-eight (48) hours' notice in the case of an emergency.

**ARTICLE 13
LONGEVITY**

Section A. Full-time employees with more than ten (10) years but less than fifteen (15) years of service with the City of Danbury will receive a longevity increment of three hundred fifty-five (\$355) dollars per year.

Section B. Full-time employees with more than fifteen (15) years but less than twenty (20) years of service with the City of Danbury will receive a longevity increment of four hundred fifty-five (\$455) dollars per year.

Section C. Full-time employees with twenty (20) years or more years of service with the City of Danbury will receive a longevity increment of five hundred fifty-five (\$555) dollars per year.

Section D. Payment shall be made on the first payday of December.

ARTICLE 14 WAGES

Section A. Job Classifications

All jobs within the bargaining unit have been assigned a job classification in accordance with the designations found in "Appendix A - Job Classifications." The designations so assigned shall remain for the duration of this Agreement, unless changed in accordance with the provisions of Sections B and C, concerning new jobs and reclassification of existing jobs.

Section B. Creation of New Jobs

If and when during the course of this Agreement, the City creates new jobs which are to be included in the bargaining unit, then the City shall make a temporary designation of a job classification until such time as the parties meet and agree upon a permanent classification for such newly established job.

The following procedure shall apply whenever, during the term of this Agreement, the City establishes a new job which the City views as appropriately placed within the bargaining unit represented by the Association:

1. A copy of the job description shall be forwarded to the President of the Association by the Personnel Director. In its transmittal, the City shall indicate the proposed salary grade.
2. Upon request, the Personnel Director and/or other representatives of the City shall meet with the President and/or other representatives of the Association to discuss any questions or concerns concerning the new job, and to negotiate the salary grade for same. Such request must be received

by the City within one week of its transmittal to the Association of the proposed job description and salary grade.

3. In the event that the City and the Association disagree on the salary grade to be assigned to the new job, the dispute shall be submitted to interest arbitration in accordance with Conn. Gen. Stat. § 7-433c.
4. Pending the outcome of interest arbitration over the salary grade, the City may fill a position(s) in the new job title at the lower of the salary grades proposed by the City and the Association.

Every effort will be made by both parties to expedite the discussions, negotiations and/or interest arbitration with respect to newly created jobs.

Section C. Reclassification of Existing Jobs

If the City changes the duties of an existing job on or after the signing of this Agreement, the Union may request that the job be reclassified. Such request shall be presented by the Union to the City's Personnel Director who shall review the basis for the request and meet with the Union to discuss whether the change in duties is so substantial as to require a change in salary grade. If the Personnel Director and the representatives of the Association mutually agree to recommend reclassification of the job, the change(s) shall be presented for required City approvals.

Reclassification of existing jobs shall not be subject to the grievance or arbitration procedure of this collective bargaining agreement.

Section D. Wages Upon Promotion or Demotion

An employee demoted to a job previously held shall be paid job rate. An employee promoted to a position of a higher classification shall be paid a rate at least equal to the rate received prior to promotion. If the starting rate exceeds the prior rate, the employee shall be paid the starting rate and advance pursuant to the contract. If only Job Rate exceeds the prior rate, employee shall be paid Job Rate. If prior rate exceeds both starting and Job Rate, employee shall be paid prior rate.

Section E. All job classifications within the bargaining unit have been assigned to salary grades as designated in Appendix A of this Agreement. The rates of pay for all salary grades for the duration of this Agreement are set forth in Appendix B.

Section F. Employees hired into the classified service shall be paid at the starting rate until such time as the employee satisfactorily completes six (6) months of continuous service in such job. The starting rate shall be five percent (5%) below the job rate. Thereafter, the employee shall be paid the job rate of the job. See Appendix B.

Note: The "six (6) months of continuous service" shall be interpreted as one hundred and twenty-five (125) days worked.

The City may hire an experienced employee at any rate up to and including the job rate of a classification; provided, however, that if there is any employee(s) in the classification at a step(s) below that proposed for a new hire, the City shall first consult with the Association and attempt to work out a mutually agreeable resolution which may include moving the other employees to the job rate. If, after consultation, the parties do not agree, the Union may appeal the City's decision to arbitration if it believes the City's decision is arbitrary or capricious.

Section G. With the exception of general salary increases, all salary adjustments shall be effective on the first day of the next pay period following approval of the adjustment.

Section H. Effective beginning on or about sixty (60) days following ratification of this Agreement by the Common Council, employees shall have the option of having all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on the normal paydays for such wages and other payments.

Section I. The City shall have the right to implement a biweekly payroll. The City shall give the Union and employees at least ninety (90) days notice of the change from weekly to biweekly pay.

ARTICLE 15 HEALTH AND LIFE INSURANCE

Section A. Medical Insurance

Each employee shall have the option to enroll in one of the following medical plans for the employee and the employee's eligible dependents:

- (1) Preferred Provider PPO Plan. A summary of the major provisions of the plan is attached hereto as Appendix C-1.
- (2) POE Plan. A summary of the major provisions of the plan is attached hereto as Appendix C-2.

Each employee shall contribute to the cost of their medical and dental insurance as follows:

- (1) Each employee who enrolls in the PPO Plan shall pay five percent (5%) of the cost of the medical and dental coverage by payroll deduction. The employee's share of the cost shall increase during the term of this Agreement to the following:

Effective the pay period following approval of this Agreement by the Common Council, the employee's share of the cost of the medical and dental coverage shall be eight percent (8%). Effective July 1, 2005, the employee's share of the cost of the medical and dental coverage shall be ten percent (10%). Effective July 1, 2006, the employee's share of the cost of the medical and dental coverage shall be twelve percent (12%).

- (2) Effective the pay period following approval of this Agreement by the Common Council, each employee who enrolls in the POE Plan shall pay six percent (6%) of the cost of such medical and dental coverage by payroll deduction. Effective July 1, 2005, the employee's share of the cost of the medical and dental coverage shall be seven percent (7%). Effective July 1, 2006, the employee's share of the cost of the medical and dental coverage shall be eight percent (8%).
- (3) All cost sharing by an employee shall be in accordance with the IRS Section 125 Plan.

Section B. Dental Plan

The City shall pay for a dental plan for each full-time employee and his/her dependents as follows:

Annual deductible: \$50 per individual
 \$150 per family
 Waived for preventive

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

Maximum: \$1000 per calendar year per individual

Orthodontic treatment: \$1000 lifetime per person.

Section C. Life Insurance

The City shall insure the life of each full-time employee for an amount equal to one thousand dollars (\$1,000) for each one thousand dollars of the employee's salary, rounded to the nearest thousand, with a minimum coverage of ten thousand dollars (\$10,000). Each July 1st, the employee's life insurance shall be adjusted to reflect the base salary in effect on that date.

Section D. Retirees

The City of Danbury will continue to pay health and life insurance premiums according to the following terms and conditions for members of the Association who retire on or after the effective date of this Agreement:

1. Any employee receiving pension benefits upon retiring after twenty (20) or more years of service and any employee 62 years of age or more and receiving pension benefits after fifteen (15) or more years of service shall be entitled to the same paid medical coverage (excluding dental coverage) for himself/herself and for his/her or her dependents (as defined in the insurance contract) in the amount to which the pensioner was entitled on the last day of his/her employment with the City. The City shall pay one hundred percent (100%) of the cost of such coverage. Upon the death of the pensioner, the City shall continue to provide the same paid medical coverage to the surviving spouse for as long as he/she receives pension benefits. Upon termination of such pension benefits, the surviving spouse may continue the medical coverage provided for herein at his/her own expense.

Until the employee and/or spouse reaches age 65, coverage shall be under the same medical plan as is offered to active employees. Thereafter, coverage shall be in accordance with item 5 below.

2. Any employee receiving pension benefits upon retiring after at least ten (10) years of service shall be entitled to the same paid medical coverage (excluding dental coverage) to which he/she was entitled on the last day of his/her employment with the City. The City shall pay one hundred percent (100%) of the cost of such coverage. Similar medical coverage for the spouse of the pensioner shall be available during the lifetime of said spouse at his/her own expense.

Until the employee and/or spouse reaches age 65, coverage shall be under the same medical plan as is offered to active employees. Thereafter, coverage shall be in accordance with item 5 below.

3. Any employee 65 years of age or more and receiving pension benefits upon retiring after at least five (5) years of service shall be entitled to paid major medical coverage in accordance with item 5 below provided that he/she maintains coverage under Medicare A and Medicare B or their equivalent. The City shall pay one hundred percent of the cost of such coverage. Similar medical coverage for the spouse of the pensioner shall be available during his/her lifetime at his/her own expense provided that the said spouse maintains coverage under Medicare A and Medicare B or their equivalent.
4. Retirees, their dependents, and widows/widowers shall be subject to any cost containment measures in effect at the time of the employee's retirement.

5. At such time as a retiree or his/her dependent(s) or widow/widower becomes eligible for Medicare, the retiree and his/her dependent(s) or widow/widower shall be required to maintain coverage under Medicare A and B or their equivalent. Provided such coverage is maintained, the City shall provide Medicare supplemental coverage in lieu of any other medical coverage. Such Medicare supplemental coverage shall include the following or equivalent plans:
- a) Blue Cross 65 High Option;
 - b) Blue Shield 65 Plan 81;
 - c) Major Medical with no deductible, an annual maximum of \$5,000 for nervous and mental inpatient treatment, an overall annual maximum of \$50,000, and a lifetime maximum of \$1,000,000.
6. Any employee who receives a pension upon retiring, after the signing of this Agreement, shall be entitled to paid term life insurance coverage according to the following schedule:

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

Section E. Plan Provisions Govern

The details of the benefits discussed above shall be governed by the specific wording as expressed in the carriers' contracts or the applicable self-insurance plan of the City.

Section F. Change of Carriers

The City shall have the right to change insurance carriers or to self-insure during the term of this contract. Any subsequent coverage shall provide the same level of benefits as is presently provided.

Section G. Leave of Absence

An employee who is on leave of absence without pay for more than one month will be required to pay health insurance premiums for the duration of such leave unless health insurance coverage is required by the Family and Medical Leave Act. An employee who is on leave of absence without pay as a result of long-term medical disability and who has exhausted his/her paid leave shall have his/her health insurance premiums continued for up to six (6) months. Payment of health insurance premiums by the City may be extended beyond six (6) months at the City's discretion.

Section H. Health Care Cost Containment

The City and the Union shall participate in the discussion of establishment of health care cost containment measures in addition to those which are presently part of its medical and dental benefit plans. Such measures may include, but shall not be limited to:

1. prior authorization for non-emergency or elective hospitalization, surgical procedure or extended hospital stay;
2. notification requirements for emergency treatment;
3. pre- and post-admission or treatment utilization review;
4. limitations on diagnostic testing;
5. limitations on treatment for nervous and mental disorders, and for substance abuse, which may include but shall not be limited to required use of preferred providers;
6. a managed prescription drug program which combines a retail network with a mail order program;
7. reasonable penalties for non-compliance with any cost containment measures adopted.

The parties shall meet to review any cost containment measure proposed by the City within thirty (30) days of the proposal. The City shall provide information needed for discussions and shall give good faith consideration to Union proposals for modification. The Union shall not unreasonably withhold agreement to a cost containment proposal. Changes shall not be implemented without prior approval of both parties or, if there is no agreement, interest arbitration pursuant to Conn. Gen. Stat. § 7-473c.

ARTICLE 16 PENSION PLAN

The City shall create a separate pension plan for those employees who are members of the bargaining unit and are eligible to participate in the current General Employees Pension Plan. The parties agree that the new Plan shall continue to have the same terms and benefits in effect as that of the Pension Plan for General Employees for the duration of the agreement except where it may be modified by mutual agreement of the parties. The parties further agree that the City may revise the language of the new pension plan to the extent necessary to comply with changes in the law.

All costs associated with the administration of the pension plan(s) shall be charged to the pension fund(s). Such costs include but are not limited to: fees for actuarial, investment, advisory, legal or other services; expenses associated with medical evaluations for disability pension applications; costs for producing and providing summary plan descriptions, pension estimates and/or other information to plan participants.

ARTICLE 17 PART-TIME EMPLOYEES

Section A. In addition to the holiday benefits provided in Article 6, Section B, of this Agreement, part-time employees who work twenty (20) or more hours each week shall be entitled to the following benefits.

Section B. An employee may, upon application, participate in the medical and surgical insurance plans provided for full-time employees in this Agreement provided they pay to the City an amount each month equivalent to the premium costs for such employee.

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

1. Employees who have worked twenty (20) or more hours per week and have missed no more than (10) working days during the last fiscal year, shall receive one (1) week's pay at their normal weekly rate.
2. Employees with more than three (3) years of service (anniversary date) who have worked twenty or more hours per week and have missed no more than ten (10) working days during the last fiscal year, shall receive two (2) week's pay at their normal weekly rate.
3. Employees with more than five (5) years of service (anniversary date) and who have worked twenty (20) or more hours per week and have missed no more than ten (10) working days during the last fiscal year, shall receive three (3) weeks' pay at their normal weekly rate.
4. In order to be eligible for an Annual Leave Payment, the employee must have been on the payroll for the full fiscal year (July 1 to June 30)

preceding the September 1 payment date and be on the payroll as of September 1.

ARTICLE 18 PROVISIONAL EMPLOYEES

Section A. Definition

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

Section B. Salary

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

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

The City may hire an experienced employee at any step up to and including the job rate of a classification; provided, however, that if there is any employee(s) in the classification at a step(s) below that proposed for a new hire, the City shall first consult with the Association and attempt to work out a mutually agreeable resolution which may include moving the other employees to the job rate. If, after consultation, the parties do not agree, the Union may appeal the City's decision to arbitration if it believes the City's decision is arbitrary or capricious.

Section C. Benefits

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

If a provisional employee receives a regular, full-time appointment in the same job classification without a break in service, the employee's seniority date shall be the date of provisional appointment for purposes of determining layoff and recall rights, amount of annual vacation entitlement and eligibility for longevity.

In the event of regular, full-time appointment, they shall become eligible for pension benefits as of the date of regular, full-time appointment.

An employee shall have provisional status in a job classification for not more than one year. An employee who has not received appointment in accordance with civil service requirements within the year shall be terminated.

ARTICLE 19
ASSIGNMENTS TO HIGHER PAYING JOBS

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

Section B. The employee so assigned shall be paid at the starting rate of the higher paying job, unless that rate is not higher than his/her regular rate, in which case the employee shall be paid at the job rate of the higher paying job.

**ARTICLE 20
JURY SERVICE**

The City will pay any employee who is called for jury service, for each day of such service, the difference between the employee's straight time earnings and the amount received for jury service. In the case of a part-time employee, pay shall be for a maximum of two (2) weeks. The employee will present proof of service and the amount of pay received. On any day when the employee is released from jury service before the end of his/her regularly scheduled workday, the employee shall report back to work for the balance of the day.

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

**ARTICLE 21
MISCELLANEOUS**

Section A. Safety Shoes

The City shall provide safety shoes meeting OSHA standards and foul weather gear (as needed) to employees in the Building, Tax Assessor's, Engineering, Health and Housing, Public Buildings and Water Departments who regularly perform duties in the field. Upon the implementation of this Agreement, the City shall also provide safety shoes meeting OSHA standards and foul weather gear (as needed) to the Welfare Worker in the Social Services Department.

Section B. Job Posting

The City shall post notices of vacancies in bargaining unit positions on the Personnel Department bulletin board. In addition, the City shall provide ten (10) copies of such notice to the Union President for distribution or posting by the Union.

Section C. The City shall notify the DMEA President of the termination, resignation or retirement of any bargaining unit member within twenty (20) days of the occurrence.

Section D. City Vehicles

At the City's sole discretion, permission to take a City vehicle home at night and use it to commute to and from work may be withdrawn at any time. No City employee shall be required to use his/her own personal vehicle for his or her regular City business. However, an employee may be required to use his or her own personal vehicle to attend training sessions, seminars or conferences.

**ARTICLE 22
DURATION AND TERMINATION**

Section A. This Agreement shall be effective on the date of signing hereof, except as specifically provided otherwise herein, and shall remain in effect until the 30th day of June, 2007, and shall automatically renew itself thereafter for successive one year terms unless either party shall give notice to the other party at least one hundred and twenty (120) days prior to such expiration date of a desire to amend or terminate this Agreement.

Section B. The City retains all rights it had (as stated in the working conditions) prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

CITY OF DANBURY

THE DANBURY MUNICIPAL
EMPLOYEES' ASSOCIATION, INC.

By _____
Mark Boughton
Mayor

By _____
Nancy Lahoud
President

Date

Date

APPENDIX A

JOB CLASSIFICATIONS

GRADE	TITLE
1	Custodian
2	
3	
4	Clerk Typist II (PT)
5	
6	Cashier Clerk Typist II Community Services Coordinator (PT) Custodian II Data Entry Clerk Information Specialist Survey Assistant
7	Account Clerk II Assistant Registrar of Vital Statistics Collection Correspondent Secretary (PT) Clerk Typist II, Detective Bureau
8	Account Clerk II - Payroll Assistant Town Clerk Data Processing Clerk Draftsperson Community Services Coordinator Field Person Inventory Control Clerk Personal Property Clerk Purchasing Clerk Real Estate Transfer Clerk

- 9 Account Clerk III (Payroll)
 Claims Processor
 Customer Service Representative
 Computer Operator
 Librarian (PT)
 Library Computer Technician
 Library Technical Assistant I
 Secretary
 Secretary Bookkeeper
 Senior Field Person
- 10 Account Clerk III
 Children's Program Coordinator
 Fair Housing Officer*
 Health Services Secretary
 Survey Crew Chief
 Traffic Engineering Technician
 Planning Assistant
- 11 Airport Executive Secretary
 Buyer
 Caseworker
 Construction Engineer
 Environmental Compliance Officer*
 Librarian I
 Municipal Agent
 Program Coordinator
 Programmer/Operator
 Public Health Inspector
 Public Health and Housing Inspector
 Senior Real Estate Clerk
 Water Inspector
- 12 Assistant Zoning Enforcement Officer*
 Library Technical Assistant I - Children's Circulation
 Library Technical Assistant III
 Medical Caseworker
 Public Health Inspector/Fair Housing Officer*
- 13 Account Budget Analyst
 Assistant Assessor*
 Assistant Tax Collector*
 Electrical Inspector
 Environmental Inspector*
 Audio-Visual Coordinator

Plumbing/Heating Inspector
Sanitarian*
Sanitarian/Public Health Inspector*
Senior Housing Inspector
Shelter Case Worker

- 14 Assistant Building Inspector*
 Assistant Purchasing Agent*
 Associate Planner*
 Health Promotion Coordinator
 Librarian: Collection Development Librarian
 Junior Services
 Reference Services
 PC Lan Specialist*
- 15 Assistant Director, Welfare*
 Coordinator of Library Automation
 Deputy Building Inspector*

* For employees in these classifications, attendance at evening meetings shall be considered part of the employee's normal work hours and not overtime (see Article 4, Section D, supra).

APPENDIX B

SALARY SCHEDULES JOB RATES*

Grade	7/1/2003 3%	7/1/2004 3%	7/1/2005 3%	7/1/2006 3%
1	\$14.61	\$15.05	\$15.50	\$15.97
2	\$15.03	\$15.48	\$15.94	\$16.42
3	\$15.39	\$15.85	\$16.33	\$16.82
4	\$15.81	\$16.28	\$16.77	\$17.27
5	\$16.21	\$16.70	\$17.20	\$17.72
6	\$17.04	\$17.55	\$18.08	\$18.62
7	\$18.65	\$19.21	\$19.79	\$20.38
8	\$19.47	\$20.05	\$20.65	\$21.27
9	\$21.08	\$21.71	\$22.36	\$23.03
10	\$22.73	\$23.41	\$24.11	\$24.83
11	\$24.32	\$25.05	\$25.80	\$26.57
12	\$25.95	\$26.73	\$27.53	\$28.36
13	\$26.77	\$27.57	\$28.40	\$29.25
14	\$27.58	\$28.41	\$29.26	\$30.14
15	\$28.38	\$29.23	\$30.11	\$31.01

* Employees hired into the classified service shall be paid at the starting rate until such time as the employee satisfactorily completes six (6) months of continuous service in such job. The starting rate shall be five percent (5%) below the job rate. Thereafter, the employee shall be paid the job rate of the job.

Pay rates which have an effective date which is prior to the implementation of this Agreement shall be applied retroactively to base wages and overtime wages, but not to any other compensation or benefits and only for employees who are employed as of the date of implementation of this Agreement.

APPENDIX C-1

Summary PPO Plan Design for City of Danbury Employees

General Provisions	In Network	Out of Network
Eligibility	Insured, spouse and unmarried dependents to age 25.	Insured, spouse and unmarried dependents to age 25.
Non-compliance Penalties	\$500 per event.	\$500 per event.
Co-payments	\$ 0 hospital admission \$ 0 outpatient surgical \$ 15 office visit (no maximum) \$ 50 emergency room	Subject to deductible and co-insurance.
Deductible	Generally not applicable to in-network usage.	\$250 per individual \$500 for two-person coverage \$750 per family
Coinsurance	Generally not applicable to in-network services.	80%/20% to maximum out-of-pocket of: \$ 750 for individual \$1,500 for two-person coverage \$2,250 for a family
Maximum out-of-pocket	Sum of all co-payments and deductibles and noncompliance penalties.	Sum of all co-payments and deductibles and noncompliance penalties.
Payment Basis	Negotiated fees; no balance billing.	80th percentile of reasonable fee.

General Provisions	In Network	Out of Network
<p>Inpatient Hospital Services Semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and laboratory fees, physical therapy, occupational therapy, drugs, operating room fees, dialysis, etc.</p>	<p>Covered in full subject to preadmission notification, concurrent review and managed care non-compliance penalties.</p> <p>Medical excellence program on an optional basis.</p>	<p>Covered at 80 percent of reasonable fee above deductible to out-of-pocket maximum, then at 100% of reasonable fee for up to 30 days. Subject to pre-admission notification, concurrent review and managed care non-compliance penalties.</p>
<p>Outpatient Hospital Services Operating and recovery room, surgeons fees, lab and x-ray, Dialysis, radiation and chemotherapy, etc.</p>	<p>Covered in full subject to concurrent review and managed care non-compliance penalties.</p>	<p>Covered at 80 percent of reasonable fee above deductible to out-of-pocket maximum, then at 100% of reasonable fee. Subject to concurrent review and managed care non-compliance penalties.</p>
<p>Inpatient Mental Health Services</p> <p>Inpatient Substance Abuse Services</p>	<p>Covered in full, subject to pre-admission notification, concurrent review and managed care non-compliance penalties.</p> <p>Covered in full, subject to pre-admission notification, concurrent review and managed care non-compliance penalties.</p>	<p>Covered at 80 percent of reasonable and customary above deductible to out-of-pocket maximum. Subject to pre-admission notification, concurrent review and managed care non-compliance penalties. Does not accumulate toward out-of-pocket maximum.</p> <p>Covered at 80 percent of reasonable and customary above deductible to out-of-pocket. Subject to pre-admission notification, concurrent review and managed care non-compliance penalties. Does not accumulate toward out-of-pocket maximum.</p>
<p>Outpatient Mental Health and Substance Abuse</p>	<p>Covered in full after \$15 copay.</p>	<p>Covered at 80% of reasonable fee above deductible to out-of-pocket maximum. Payments do not apply to out-of-pocket maximum.</p>
<p>Physician services</p> <p>Medical Care (clinical indications of illness)</p>	<p>Covered in full above \$15 copay. No annual or lifetime maximum.</p>	<p>Covered at 80 percent of reasonable fee above deductible to out-of-pocket maximum then at 100% of reasonable fee. No annual or lifetime maximum.</p>

General Provisions	In Network	Out of Network
<p>Emergency Care</p> <p>Emergency Room Visits</p> <p>Urgent Care</p> <p>Walk-in Care (walk in center or physician's office)</p>	<p>Emergency room visits covered in full above \$50. The \$50 copay is waived if the individual is admitted.</p> <p>Covered subject to \$50 copay for medically necessary care.</p> <p>Covered in full above \$15 copay.</p>	<p>Emergency room visits covered in full above \$50. The \$50 copay is waived if the individual is admitted.</p> <p>Covered subject to \$50 copay for medically necessary care.</p> <p>Covered at reasonable fee above \$15 co-pay if sudden and serious. Otherwise treated as an out-of-network usage. Subject to deductible and coinsurance.</p>
<p>Ambulance</p>	<p>Coverage unlimited for land based and up to \$4,000 for air.</p>	<p>Coverage unlimited for land based and up to \$4,000 for air.</p>
<p>Outpatient Therapy Coverages</p> <p>Speech Therapy, Occupational Therapy, Physical Therapy and Chiropractic Services</p> <p>Electroshock Therapy</p>	<p>Covered in full above \$15 copay. Maximum of 50 combined visits per year. After maximum, benefits are available on out of network basis. Subject to case management after ten visits.</p> <p>Covered above \$15 copay for up to 15 visits per year. Subject to case management.</p>	<p>Covered at 80% of reasonable fee above deductible to out-of-pocket maximum. Maximum of 50 combined visits per year. Subject to case management after ten visits.</p> <p>Covered at 80% of reasonable fee above deductible to out-of-pocket maximum for up to 15 visits per year. Subject to case management.</p>
<p>Home Health and Hospice</p> <p>Home Health Aid</p> <p>Nursing and Therapeutic Services</p>	<p>Covered in full for up to 80 days per year subject to a combined 200-day maximum for home health, nursing and therapeutic services; subject to case management.</p> <p>Covered in full for up to a combined 200-day maximum for home health, nursing and therapeutic services; subject to case management.</p>	<p>Covered at 80% of reasonable fee above deductible to out-of-pocket maximum for up to 80 days per year subject to a combined 200-day maximum for home health, nursing and therapeutic services, subject to case management.</p> <p>Covered at 80% of reasonable fee above deductible to out-of-pocket maximum for up to combined 200 days per year for home health, nursing and therapeutic services, subject to case management.</p>

General Provisions	In Network	Out of Network
Hospice Care	Covered in full for up to last six months of life, subject to case management.	Covered at 80% of reasonable fee above deductible to out-of-pocket maximum, for up to six months, subject to case management.
Skilled Nursing Facility	Covered in full for up to 120 days; subject to case management.	Covered at 80% of reasonable fee above deductible to out-of-pocket maximum, for up to 120 days per year, subject to case management.
Durable Medical Equipment and Prosthesis	Covered in full subject to case management and buy-lease decision.	Covered at 80% of reasonable fee above deductible to out-of-pocket maximum, subject to case management and buy-lease decision.
Vision Rider	Standard allowances for frames and lenses.	Standard allowances for frames and lenses.
Prescription Drug Benefits	Covered subject to copays of \$10 for generic, \$15 for brand name drugs, for a 30 day supply. Twice the applicable copay for a 90 day supply by mail order when available Unlimited maximum.	Covered at 80% of reasonable fee above deductible to out-of-pocket maximum.

APPENDIX C-2

SUMMARY POE PLAN DESIGN FOR CITY OF DANBURY EMPLOYEES

<u>Benefit Costshares</u>	
	<p>In network services are subject to copays Unlimited lifetime maximum</p> <p>\$0 Hospital Copay \$0 Outpatient Surgery Copay \$15 Office Visit Copay \$50 Urgent Care Copay \$50 Emergency Room Copay</p>
<u>Preventive Care</u>	
Pediatric	<p>\$15 Copay Covered according to age-based schedule: Birth to age 1 – 6 exams; 1 year to 5 years – 6 exams; 6 years to 10 years – 1 exam every 2 years; 11 years through 21 years – 1 exam every year.</p>
Adult	<p>\$15 Copay Covered according to age-based schedule: 21 years to 29 years – 1 exam every 5 years; 30 years to 39 years – 1 exam every 3 years; 40 years to 49 years – 1 exam every 2 years; 50 years of age and up – 1 exam every year.</p>
Vision	<p>\$15 Copay One exam every 24 months</p>
Hearing Screening	<p>Screening as part of physical exam</p>
Gynecological	<p>\$15 Copay One exam every calendar year</p>
Routine Mammography	<p>\$15 Copay Covered according to age-based schedule: 1 baseline screening between age 35 and 39; 1 screening per calendar year from age 40.</p>
<u>Medical Services</u>	

Medical Office Visit	\$15 Copay
Allergy Services	\$15 Copay for office visits and testing \$0 Copay for injections, covered 60 visits in 2 years
Diagnostic Labs & X-ray	Covered
Inpatient Medical Services	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH/SA	\$15 Copay
<u>Emergency Care</u>	
Emergency Room	\$50 Copay (waived if admitted)
Urgent Care	\$50 Copay (at participating Urgent Care Facilities)
Ambulance	Coverage unlimited for land and up to \$4000 for air.
<u>Inpatient Hospital</u>	
General/Medical/Surgical/ Maternity (semi-private)	Covered
Ancillary Services, Medication, Supplies	Covered
Psychiatric	Covered
Substance Abuse	Covered
Rehabilitative	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 90 days per calendar year
Hospice	Covered
<u>Outpatient Hospital</u>	
Outpatient Surgery Facility charge	Covered

Diagnostic Lab & X-ray	Covered; X-ray subject to \$15 Copay when performed in a hospital as a standalone procedure
Pre-Admission Testing	Covered
<u>Other Services</u>	
Durable Medical Equipment	Covered
Prosthetics	Covered
<u>Prescription Drug Benefits</u>	
	<p>Covered subject to copays of \$10 for generic and \$15 for brand name for a 30 day supply. Twice the applicable copay for a 90 day supply by mail order when available.</p> <p>Unlimited maximum.</p>

MEMORANDUM OF AGREEMENT

DRESS CODE

At all times, employees shall be expected to dress in neat and professional attire. Torn clothing, *jeans, short shorts, tank tops, halter tops, tee shirts, sweats, spandex/sports apparel, and flip flops are some examples of attire that the City considers inappropriate. All employees are expected to use good judgement about the type of clothing worn, making sure that it is appropriate to the City's working environment.

** jeans may be permitted, in job positions where it is deemed appropriate attire, based upon the working environment, by the Department Head.*

CITY OF DANBURY

THE DANBURY MUNICIPAL EMPLOYEES'
ASSOCIATION, INC.

By _____
Gene F. Eriquez
Mayor

By _____
Joanne Lynch
President

Date

Date