

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF DERBY

-and-

LOCAL 1303-006 of COUNCIL 4 AFSCME, AFL-CIO

(Department of Public Works and Water Pollution Control Authority Employees)

Effective July 1, 2021 through June 30, 2025

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This Agreement is entered into by and between the City of Derby, hereinafter referred to as the "City," and Local 1303-006 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

The welfare of the City of Derby and its employees is dependent upon the service the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between City management and the organization of its employees. An obligation rests upon the management, upon the Union, and upon each employee to render honest, efficient and economic service. The spirit of cooperation between the management and the Union and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

**ARTICLE I
RECOGNITION**

Section 1.0

The City hereby recognizes the Union as the sole and exclusive bargaining representative of the following bargaining unit: all employees of the Department of Public Works (DPW) and all employees of the Water Pollution Control Authority (WPCA), excluding all Supervisors and all temporary and seasonal employees, for purposes of wages, hours and other terms and conditions of employment.

**ARTICLE II
DUES CHECKOFF**

Section 2.0 - Dues Deduction

- a. Bargaining unit employees are eligible to become members of the Union. The City shall notify the Union of each new bargaining unit employee, including name and address upon hire.
- b. Bargaining unit employees who are members of the Union ("Members") are responsible for payment of any initiation fees required by the Union and for payment of any dues required by the Union, including monthly dues as established by the Union. Together, initiation fees and monthly dues required by the Union are "Union Dues."
- c. Members may authorize payment of any Union Dues via payroll deduction. For each Member who submits a signed, dated authorization to the City, authorizing payment of Union Dues by payroll deduction, the City agrees to deduct the Member's Union dues from the Member's pay ("Dues Payment") and to remit the Member's Dues Payment to the Union as provided in this Section 2.0.

- d. Union Dues ordinarily shall be deducted from the first (1st) payroll of the month and Dues Payments shall be remitted to the Union by the City no later than the last day of the month, together with a list of the Members from whose pay Union Dues have been deducted and, for each Member, specifying the amount of the Member's Dues Payment.
- e. The City shall have no obligation and shall not be responsible for remitting Dues Payments for a Member who has authorized Union Dues deductions but who is not on the payroll during a pay period in which the Union Dues deduction is to be made or who has no earnings or insufficient earnings during that pay period or who is on an unpaid leave of absence.
- f. The Union agrees to indemnify and hold the City harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City for the purpose of complying with this Section 2.0.

Section 2.1 - New Hire Orientation

When a new employee is hired into a bargaining unit position, the Union shall be permitted to hold an orientation meeting with the new employee on a date and time approved by the DPW Director and/or the WPCA Superintendent, as applicable, which orientation meeting shall not exceed thirty (30) minutes and shall not interfere with City or Department operations.

ARTICLE III **SENIORITY**

Section 3.0 - Seniority

- a. Seniority is defined as the length of an employee's continuous service with the City.
- b. Seniority shall be broken when an employee:
 - Quits employment;
 - Is discharged from employment;
 - Fails to return to work from a leave of absence;
 - Fails to return to work within any time period established pursuant to a layoff/recall notice;
 - Is on layoff status for two (2) years.
- c. The City shall prepare a list of all permanent employees in the bargaining unit ("Seniority List") showing each employee's name, department (DPW or WPCA), position/classification, current rate of pay and date of seniority. The City shall deliver the Seniority List to the Union at the signing of this Agreement and as reasonably requested thereafter.

ARTICLE IV
DISCIPLINARY ACTION

Section 4.0 - Just Cause

- a. No permanent employee shall be discharged or otherwise disciplined without just cause.
- b. During the probationary period of employment, new employees are subject to discipline up to and including termination of their employment by the City at will, with or without cause. Disciplinary action against a new employee during the probationary period is not subject to the grievance procedure.

Section 4.1 - Progressive Discipline

- a. Disciplinary action shall include the following:
 - Verbal warning
 - Written warning
 - Suspension
 - Discharge
- b. Copies of any written warnings will be given to the affected employee and to the Union President / Union Steward.
- c. Disciplinary actions normally shall follow the order set forth in Section 4.1(a) but need not do so. The City may skip or combine disciplinary steps, subject to the conduct at issue. For example, a single incident of misconduct, if sufficiently severe, may result in immediate suspension and/or discharge.

Section 4.2 - Clearing of Service Record

- a. In the event an employee receives a verbal warning and then receives no additional warnings within one year, the warning shall expire and shall be considered "cleared" from the employee's service record. An expired verbal warning shall not be used for future purposes of progressive discipline should discipline become necessary.
- b. If discipline is imposed before a verbal warning expires, the verbal warning shall remain in effect and shall not be cleared from the employee's service record.

ARTICLE V
HOURS OF WORK / OVERTIME

Section 5.0 - Hours of Work and Lunch Period

- a. Regular hours of employment of all non-office employees shall be forth (40) hours a week divided equally over five (5) consecutive days of eight (8) hours

each Monday through Friday. Employees working at the Water Pollution Control Plant shall be able to leave the Plant and go to the nearest restaurant until proper eating facilities are established at the Plant. Employees shall be entitled to an A.M. coffee break of twenty (20) minutes.

- b. Regular work hours shall be from 6:00 a.m. to 2:00 p.m., inclusive of a paid thirty (30) minute lunch period.

Section 5.1 - WPCA

Upon one (1) week's notice, up to two of the lowest senior employees in the Water Pollution Control Plant shall be assigned to a later work shift, starting no later than three (3) hours past the regular starting time of the Water Pollution Control Plant. If they are required to start later, they shall be paid the shift differential for all hours worked. This change of shift shall apply Monday through Friday only.

Section 5.2 - OT

An employee required to work in excess of eight (8) hours in any work day, or forty (40) hours in any work week, shall be compensated at one and one-half (1.5) times his full regular hourly rate. An employee required to work on Sunday shall be paid at two (2) times his regular hourly rate. Any work an employee is required to perform on a paid holiday shall be paid at two (2) times his regular hourly rate plus his regular holiday pay. All overtime shall be authorized by the Department Head(s) or their delegate(s).

Section 5.3 - Call-Back

Any employee called back to work after completing his work day and leaving the job, shall be granted a minimum of four (4) hours work at the rates specified in this contract.

Section 5.4 - OT Assignment

An assignment of overtime work, other than emergencies shall be made at least four (4) hours in advance by the employee's supervisor.

Section 5.5 - OT Distributions

All overtime work shall be distributed equally among eligible employees as far as practicable within classification. A list of specified employees shall be established weekly for possible overtime assignments. An employee summoned for overtime who refuses to come in shall be dropped to the bottom of the call in overtime list. An employee called in on emergency overtime and reporting before his normal position on the overtime list shall not lose his regular position on the list.

Any employee who refused to work when called upon during an emergency is subject to disciplinary action, unless excused by the Department Head(s) or their delegates.

Section 5.6 - Out of Class Pay

When an employee is required to work in a classification higher than his regular classification, he shall be compensated at the rate of pay for the higher classification. If an employee has to work in a classification lower than his regular classification, in lieu of layoff he shall be compensated at the rate of pay for the lower classification on a permanent transfer basis.

Section 5.7 - Wash Up Time

Employees shall be allowed five (5) minute's wash-up time before their noon break and five (5) minutes wash-up time before quitting time. extenuating circumstances will provide extra time for wash-up.

Section 5.8 - Continuous Work Time

After sixteen (16) hours of continuous work, employees will be allowed a two (2) hour paid rest period.

Section 5.9 - Assignment (DPW)

The Director of Public Works or his designated representative shall be responsible for assignment of work to employees in their section at all times by seniority.

Section 5.10 - Assignment (WPCA)

- a. The Superintendent of the WPCA or his designated representative shall be responsible for assignment of work to employees in their section at all times by seniority.
- b. Snow-Plow Duty (WPCA). WPCA employees shall be assigned to snow-plow duty in inverse order of seniority on a rotating basis; provided that when volunteers are available, snow-plow duty shall be assigned first on a voluntary basis, from a rotating list to be established and maintained by the WPCA Superintendent.

ARTICLE VI
WAGES / LONGEVITY / CLOTHING ALLOWANCE

Section 6.0 - Wages

- a. The classifications and rates of pay for each bargaining unit position are set forth in Appendix A to this Agreement. Starting rates for bargaining unit classifications and positions are as set forth in this Article VI.
- b. During the term of this Agreement, annual general wage increases shall be as follows:

- Effective and retroactive to July 1, 2021: 1.5%
- Effective July 1, 2022: 1.5%
- Effective July 1, 2023 2.0%
- Effective July 1, 2024 2.5%

c. DPW Starting Rates: Starting rates for all new DPW employees shall be as follows:

1. All Classifications.

- (a) Starting Rate. The starting rate for all new employees shall be two dollars (\$2.00) below the position rate.
- (b) 12-Months. Effective as of the first regular payroll date after the employee completes twelve (12) months of service, the employee shall be paid at a rate of one dollar (\$1.00) below the position rate.
- (c) 18-Months. Effective as of the first regular payroll date after the employee completes eighteen (18) months of service, the employee shall be paid the position rate.

2. WPCA Starting Rates: Starting rates for all new WPCA employees shall be as follows:

- (a) Non-Certified Operator in Training
 - (i) Starting Rate. The starting rate for all new employees in the Non-Certified Operator in Training classification is as set forth in Appendix A.
 - (ii) 6-Months. After six (6) months of service, the employee shall be paid the 6-month rate set forth in Appendix A.
 - (iii) 12-Months. After twelve (12) months of service, the employee shall be paid the 12-month rate set forth in Appendix A, pending certification as an approved Operator.
 - (iv) Grade 1. A Non-Certified Operator in Training shall be paid the position rate for the Grade 1 CT DEEP Certified Class 1 Operator classification effective as of the first regular payroll date after the City receives official notification from the State of Connecticut that the employee has successfully completed the requirements to be certified as an approved Operator.

- (b) All Other Classifications
 - (i) Starting Rate. During the probationary period, the starting rate for all new employees starting in Classifications Grade 1 or higher shall be one dollar (\$1.00) below the position rate.
 - (ii) Permanent Employees. Effective as of the first payroll date after the probationary period expires, an employee shall be paid at the position rate.
- (c) Lab Work. A WPCA Operator who performs "Lab" work shall be paid an enhanced hourly rate of the Operator's base position rate plus \$0.68 per hour (e.g., \$31.69 + \$0.68) for all hours worked performing "Lab" work. An Operator shall not perform "Lab" work except with authorization of the Department Head.

Section 6.1 - Longevity

- a. Employees Hired On or Before May 31, 1999. Employees hired on or before May 31, 1999 shall receive longevity pay, which shall be included in their wage rate on the basis of the following schedule:

YEARS OF SERVICE LONGEVITY %

10	2.0%
15	2.5%
20	3.0%

Upon reaching the tenth year anniversary date (ten years from the date of hire) the 2.0% longevity benefit is added to the wage rate. Upon reaching the fifteenth year anniversary date (fifteen years from the date of hire) the 2.5% longevity benefit is added to the wage rate. Upon reaching the twentieth year anniversary date (twenty years from the date of hire) the 3.0% longevity benefit is added to the wage rate. Effective July 1, 1998 and thereafter, the maximum amount of the longevity benefit shall be frozen at the wage rates in effect on June 30, 1998, as reflected in the attached Appendix C.

- b. Employees Hired Between June 1, 1999 and June 30, 2018. Employees hired between June 1, 1999 and June 30, 2018 shall be only eligible for longevity pay after they have worked for the city for seven (7) years after which they will receive annual payments (less applicable deductions) in the following amounts:
 - Upon reaching their seventh (7th) year anniversary date, a lump sum payment of \$300.00;
 - Upon reaching their tenth (10th) year anniversary date, a lump sum payment of \$700.00;

- Upon reaching their fifteenth (15th) year anniversary date, a lump sum payment of \$900.00;
- Upon reaching their twentieth (20th) year anniversary date, a lump sum payment of \$1200.00.

These annual payments shall be made during the first full week of December and shall not be included in an employee's paycheck but shall be paid by separate check.

- c. Employees hired on or after July 1, 2018. Employees hired on or after July 1, 2018 shall not be eligible for longevity pay.

Section 6.2 - Clothing Allowance

All employees shall receive an annual clothing allowance of \$500.00 payable the first pay period in December. The annual clothing allowance shall not be included in an employee's paycheck and shall be paid by separate check.

Section 6.3 - Pay-Out

There is no payment for unused, accrued paid time off including, e.g., vacation, sick days, personal days, upon separation from employment except as follows:

- Upon retirement from City employment an employee shall be eligible for payment of up to ninety (90) days of the employee's unused accrued paid time off, if any.
- Should an employee die during City employment, the employee's estate shall be eligible for payment of up to ninety (90) days of the employee's unused accrued paid time off, if any.

ARTICLE VII MEDICAL / LIFE INSURANCE

Section 7.0 - Substitution and Notification

The City may change any Health Plan so long as the benefits provided under the new Health Plan are substantially equivalent to the benefits provided under the existing Health Plan.

The City shall give the Union at least thirty (30) days written notice ("Notice") of its intent to change Health Plans. The Union has the right to challenge whether the benefits of the Health Plan are substantially equivalent by filing a written grievance ("Insurance Plan Grievance") with the Mayor within fifteen (15) days of the date of the Notice (the "Notice Period").

If the Union timely files an Insurance Plan Grievance with the Mayor, the Mayor shall call a meeting of the City and the Union to discuss the dispute ("Insurance Plan Grievance Meeting"). The Insurance Plan Grievance Meeting shall commence within five (5) business days of the date the Union files the Insurance Plan Grievance.

If the Insurance Plan Grievance does not resolve the dispute, the Union may submit the Insurance Plan Grievance to the State Board of Mediation and Arbitration (SBMA) within ten (10) days of the Insurance Plan Grievance Meeting, for arbitration in accordance with SBMA rules.

If the Union does not timely file an Insurance Plan Grievance or does not timely submit an Insurance Plan Grievance for arbitration as provided in this Section, the Union shall be deemed to have waived any and all rights to object to the change in Health Plans.

Nothing in this Section shall prevent the parties from agreeing to mediate any Insurance Plan Grievance through the SBMA in accordance with SBMA rules.

The parties may extend the timeframes specified in this Section by mutual agreement.

Section 7.1 - Health Plan

The City provides medical insurance benefits (health, dental, vision, prescription) to employees and their eligible dependents as set forth below. Medical insurance benefits are provided under the plan(s) summarized in Appendix B to this Agreement (“Health Plan”).

- a. Eligibility. Employees are eligible for Health Plan benefits for themselves, their spouses and their eligible dependents. Participation is subject to the terms and conditions of the Health Plan.
- b. Employee Contributions. Participating employees shall pay a percentage of the total cost of the annual premiums due for their Health Plan coverage (“Premium Contributions”), as follows:

Effective and retroactive to September 19, 2021	15%
Effective July 1, 2022	15%
Effective July 1, 2023	15.5%
Effective July 1, 2024	16%

Premium Contributions shall be paid by weekly payroll deduction on a pre-tax basis.

- c. City’s Contributions to HDHP-HSA Plan Deductible. The current Health Plan includes a High Deductible Health Plan with Health Savings Account (“HDHP-HSA Plan”). For employees participating in the HDHP-HSA Plan, the City will fund the following percentages of the applicable deductible amount:

	Employees Hired On or Before 1/2/18	Employees Hired On or After 1/3/18
2021-2022	100%	50%
2022-2023	100%	50%
2023-2024	100%	50%
2024-2025	100%	50%

The City's deposit toward the funding of the HDHP-HSA Plan deductible will be deposited into employee HSA accounts on or before July 15 each year.

- d. Excise Tax. The Patient Protection and Affordable Care Act (Public Law 1110148) ("PPACA") has set forth and codified under the Internal Revenue Code (IRC) Section 49801 the imposition of an excise tax related to employer-provided health insurance plans that exceed certain value thresholds. The IRC Section 49801 excise tax was scheduled to take effect in 2018 and has been delayed. Should any Federal statute or regulation pertaining to IRC Section 49801 be mandated to take effect during the term of this Agreement triggering the imposition of an excise tax with respect to all or part of the City's Health Plan, the City and the Union agree to a reopener concerning the Health Plan benefits and wage rates set forth in this Agreement.

- e. Annual Buy-Out. Eligible employees may elect to opt out of the City's Health Plan on an annual basis. To opt-out, an employee must be eligible to participate in the City's Health Plan and must provide appropriate proof that the employee and the employee's eligible dependents have or will have other qualifying coverage (as required under the Affordable Care Act) during the opt-out period. An eligible employee who opts out of the City's Health Plan shall receive compensation in lieu of Health Plan benefits as follows:

<u>Individual</u>	<u>2-Person</u>	<u>Family</u>
\$2,900	\$4,900	\$6,400

Section 7.2 - Survivor Coverage

As used in this Section, the term "Participating Employee" means an employee who is participating in the City's Health Plan and the term "Surviving Dependent" means an employee's spouse and/or other eligible dependents who are participating in the City's Health Plan through the employee at the time of the employee's death.

If a Participating Employee dies and has at least five (5) years of continuous service with the City at the time of death, the Participating Employee's Surviving Dependents shall be eligible for benefits under this Section.

An eligible Surviving Dependent who (i) timely elects continuation health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or (ii) timely enrolls in a Health Insurance Marketplace plan under the Affordable Care Act (ACA), shall, upon proof of such continuation coverage and/or enrollment, be eligible for a monthly stipend toward the cost of such coverage for a period of six (6) months or until the Surviving Dependent becomes eligible for coverage under another employer's group health insurance plan, whichever is earlier.

The amount of the monthly stipend payment shall be the cost of the monthly premium due for the Surviving Dependent's COBRA or ACA coverage, whichever is applicable.

Section 7.3 - Life Insurance

City shall provide and pay Life Insurance Policy per employee at a rate of each employee's annual base salary, with double indemnity for accidental death. Subject to the availability of a carrier and its requirements, an employee has the option to be covered by whole life insurance provided that the difference in premium is paid by the employee.

ARTICLE VIII
RETIREE MEDICAL BENEFIT AND RETIREMENT PLANS

Section 8.0 - Retiree Medical Benefits

Eligible employees are entitled to retiree medical benefits as provided in this Article VIII.

- a. Eligibility. To be eligible for retiree medical benefits under this Article VIII, a retiring employee (i) must be age 55 or older as of the employee's retirement date; (ii) must be a participant in either the City of Derby Pension Plan ("Pension Plan") or in a defined contribution plan administered by the City, and (iii) must have completed at least ten (10) years of employment with the City as of the employee's retirement date.
- b. Retirement Under Age 65. The City shall provide at its expense, for all eligible City of Derby retirees under age 65 and their dependents under age 65, the benefits provided for in Article VII, Section 7.1 ("Early Retirement Medical Benefits").
- c. Pension Plan Retirees (hired on or before January 2, 2018).

Retirees who were hired on or before January 2, 2018 and who participate in the City of Derby Pension Plan are "Pension Plan Retirees."

Upon a Pension Plan Retiree reaching age sixty-five (65), the City shall provide and pay from its general fund at its expense, the following retiree medical benefits for the Pension Plan Retiree and his or her spouse ("Retiree Medical Benefits");

The City shall pay for Blue Cross 65 Plus and the same dental coverage provided to active bargaining unit employees and their spouses. The City retains the right to substitute the above-noted medical coverage with Blue Cross Retiree Plan H. However, the City shall reimburse any costs incurred by the Pension Plan Retiree or his/her spouse for the difference in any of the benefits provide by Plan H versus the above-noted retiree medical coverage. All such costs shall be reimbursed by the City to the retiree within thirty (30) days of receipt of the appropriate paperwork from the retiree.

If the Pension Plan Retiree's spouse is younger than the Pension Plan Retiree, the spouse shall be provided with medical benefits provided for in Article VII, Section 7.1. At the time the spouse reaches age sixty-five (65), he/she shall receive the same benefits as the Pension Plan Retiree.

Only Pension Plan Retirees are eligible for the Retiree Medical Benefits set forth in this Section 8.0(c).

Section 8.1

Eligible retirees shall be granted the option of receiving an "annual buy-out" each July 1st in lieu of City of Derby Health Plan coverage in the following amounts:

<u>Individual</u>	<u>2-Person</u>	<u>Family</u>
\$2900.00	\$4900.00	\$6400.00

To be eligible for an annual buyout, the retiree cannot be participating (i) in the City of Derby Health Plan, (ii) in retiree medical insurance (Blue Cross Plus / retiree dental benefits) provided under this Agreement and/or (iii) in any medical insurance plan offered by the City of Derby Board of Education.

Section 8.2 - Retirement Plans

a. City of Derby Pension Plan

As used in this Agreement, "City of Derby Pension Plan" means the Pension Plan for Employees of the City of Derby dated June 1, 1996, as amended by the Memorandum of Agreement between the City and the Union as of April 2001. The City of Derby Pension Plan supersedes the 1996 Pension Agreement between the City and the Union.

The City of Derby Pension Plan is incorporated herein by reference and, except as provided in this Agreement, its terms and conditions shall continue and shall not be subject to negotiations for the duration of this Agreement.

Employees hired on or before January 2, 2018 shall be eligible to participate in the City of Derby Pension Plan. Participation is subject to the terms and conditions of the City of Derby Pension Plan.

Employees hired on or after January 3, 2018 shall not be eligible to participate in the City of Derby Pension Plan.

b. Defined Contribution Plan.

Full-time employees hired on or after January 3, 2018 shall be eligible to enroll in a defined contribution plan to be administered by the City into which the City shall contribute annually two percent (2%) of the employee's base wages.

ARTICLE IX **HOLIDAYS**

Section 9.0 - Holidays

a. All employees shall have the following days off as paid holidays ("Holidays"):

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
½ Day Before New Year's

- b. In addition to the above-mentioned Holidays, permanent employees shall be entitled each year to two (2) paid floating holidays ("Floating Holidays"). Floating Holidays may be taken in increments of half-hours or hours.

Section 9.1 - Weekend Application

If a Holiday falls on a Sunday, it shall be observed on the following Monday. If a Holiday falls on a Saturday, the Holiday shall be observed on the preceding Friday.

Section 9.2

- a. Holidays are paid at an employee's regular position rate based on an employee's regular work day.
- b. An employee who is required to work on a Holiday that is observed on a weekday shall be paid double time (2x position rate) on that day.

**ARTICLE X
VACATIONS**

Section 10.0 - Vacation

- a. Paid vacation days accrue on a calendar year basis. Paid vacation days accrue from an employee's date of hire, according to the following schedule:
 - 1. New employees accrue five (5) paid vacation days upon completing six (6) months of employment. Thereafter, new employees accrue one (1) paid vacation day per month to a maximum of ten (10) days per calendar year.
 - 2. Permanent employees accrue paid vacation days on January 1 of each calendar year as follows:
 - (a) Employees hired on or before January 2, 2018:
 - An employee who has completed at least one (1) year of service as of January 1, shall receive ten (10) paid vacation days per calendar year;

- An employee who has complete at least five (5) years of service as of January 1 shall receive fifteen (15) paid vacation days per calendar year;
- An employee who has completed at least ten (10) years of service as of January 1 shall receive twenty (20) paid vacation days per calendar year;
- An employee who has completed at least twenty (20) years of service as of January 1 shall receive twenty-five (25) paid vacation days per calendar year.

(b) Employees hired on or after January 3, 2018:

- An employee who has completed at least one (1) year of service as of January 1 shall receive ten (10) paid vacation days per calendar year;
- An employee who has completed at least five (5) years of service as of January 1 shall receive fifteen (15) paid vacation days per calendar year;
- An employee who has completed at least twelve (12) years of service as of January 1 shall receive twenty (20) paid vacation days per calendar year.

- b. New employees may use any accrued paid vacation days after six (6) months of service.
- c. Paid vacation days are paid at the regular rate of pay for the employee's position. Paid vacation days may be used in half-day or full-day increments.
- d. Paid vacation days must be used in the calendar year in which they accrue and do not accumulate or carry over from year to year. There is no pay in lieu of taking paid vacation days and paid vacation days are not paid out upon termination of employment except as provided in Section 6.3.

Section 10.1 - Vacation Call-Back Application

Employees shall not be called back to work while on vacation. An employee's vacation shall be deemed to begin at the end of the last scheduled workday before the vacation, and end on the first scheduled workday after the vacation period.

Section 10.2 - Vacation Scheduling

- a. Employees in Public Works shall be granted their vacations by seniority preference, provided normal departmental operations will not be disturbed. No more than three (3) employees shall be granted vacation during the same time period. Employees of the Water Pollution Control Plant shall be granted their

vacations by seniority preference, provided normal departmental operations will not be disturbed. No more than three (3) employees shall be granted vacation during the same time period.

- b. Employees scheduling vacations of five (5) or more consecutive workdays between January 1 and December 30 shall submit a written request as established by the current department procedures to the Director of Public Works or the Superintendent of the WPCA prior to the preceding April 1. Employees scheduling vacations between January 1 and June 30 may submit a written request prior to December 1, but preference will be given to those employees who were scheduled for vacation on April 1 regardless of seniority.
- c. Employees requesting vacations of up to four (4) consecutive workdays shall provide at least twenty-four (24) hours' advance notice to the designated points of contact for the Public Works or the WPCA, whose approval shall not be unreasonably withheld.

Section 10.3 - Vacation Shutdown

There will be no mass shutdown for vacation.

ARTICLE XI SICK/FUNERAL/PERSONAL/JURY LEAVE

Section 11.0 - Sick Leave

- a. Paid sick leave days accrue on a calendar year basis. Paid sick leave days accrue from an employee's date of hire, according to the following schedule:
 - 1. New employees accrue one (1) paid sick leave day per month to a maximum of ten (10) days per calendar year.
 - 2. Effective July 1, 2018, permanent employees accrue fifteen (15) paid sick leave days on January 1 of each calendar year.
- b. New employees may use any accrued unused paid sick leave days after one (1) month of service.
- c. Paid sick leave is paid at the regular pay rate for the employee's position. Paid sick leave days may be used in half-day or full-day increments, except that employees may use up to eight (8) hours of accrued paid sick leave in hourly increments each calendar year. Eligible employees also may use accrued paid sick leave in increments of one (1) hour or more when taking approved medical leave under the Family Medical Leave Act (FMLA).
- d. Unused paid sick leave days may be accumulated and carried over from year to year to a maximum of one hundred and five (105) days. Except as otherwise provided in this Agreement (e.g., Section 6.3) there is no payment in lieu of

taking paid sick leave days and paid sick leave days are not paid out upon separation from employment whether voluntary or involuntary.

- e. Sick leave is not to be considered as extra vacation time. Supervisors to have the right to investigate if there is reason to believe that there is abuse. An appropriate medical certificate may be required (i) for any period of absence consisting of more than three (3) consecutive working days; (ii) in support of an employee's request for medical leave; and/or (iii) in connection with an investigation of abuse of sick leave.
- f. Paid sick, vacation, personal and floating holiday days accrue on a calendar-year basis.

Section 11.2 - Short-Term Disability Insurance

The City shall provide short-term disability insurance for employees regularly working twenty (20) or more hours per week. Covered employees shall be eligible for short-term disability benefits in accordance with the terms and conditions of the short-term disability insurance plan ("Disability Plan"), to a maximum weekly benefit of one hundred fifty dollars (\$150.00). The City shall cover 100% of the cost of the premiums due for the Disability Plan. The City shall have the right to change Disability Plans and/or insurance carriers or providers at the City's sole discretion.

During the term of this Agreement, the City shall have the option of discontinuing the foregoing Disability Plan coverage with prior notice to the Union. Provided that, if the City exercises this option, the City shall designate one or more short-term disability plans approved by the City ("Approved Plans") and, for all bargaining unit employees regularly working twenty (20) or more hours per week who then enroll in an Approved Plan, the City shall contribute toward the cost of the premiums due for the Approved Plan in an amount sufficient to afford a maximum weekly benefit of three hundred dollars (\$300.00).

The City shall give the Union at least ninety (90) days' advance written notice of discontinuing Disability Plan coverage, which notice shall identify the City's Approved Plans and shall include information concerning requirements for enrollment in an Approved Plan. The City further shall convene a meeting with the Union, open to eligible bargaining unit employees, to review the City's Approved Plans and options for enrollment in an Approved Plan, which meeting shall take place on a mutually convenient date during the notice period.

Section 11.3 - Personal Leave

Each permanent employee shall be entitled to four (4) paid personal days per calendar year. Personal days may be taken in increments of one-half (1/2) hour or more to conduct personal business.

Personal days expire in the year in which they accrue and do not carry over from year to year. There is no payment in lieu of taking personal days. Except as otherwise provided in this Agreement (e.g., Section 6.3), unused accrued personal days are not paid upon separation from employment, whether voluntary or involuntary.

Section 11.4 - Funeral Leave

An employee shall be entitled to take up to five (5) days of paid funeral leave for the death of an employee's parent, child or spouse.

An employee shall be entitled to take up to three (3) days of paid funeral leave for the death of an employee's brother/sister, parent-in-law, brother/sister-in-law or grandparent.

Extended unpaid funeral leave may be granted for special cases with approval of the Department Head.

The City may require appropriate documentation in support of a request for funeral leave.

Section 11.5 - Pallbearer Leave

Allowance for an employee to act as pallbearer without loss of pay shall be granted at the discretion of the Director.

Section 11.6 - Jury Duty

- a. All employees receive time off for jury duty. All employees receive time off with full pay for the first five (5) days of jury duty (per occasion). After five (5) days, time off for jury duty is paid at a rate equivalent to the difference between the employee's regular per diem rate and the statutory per diem rate paid to jurors by the state.
- b. Employees on jury duty are expected to return to work if excused from jury duty for the day before 12:00 p.m. (noon).
- c. Employees who are summoned for jury duty must notify their Department Head promptly and provide a copy of the jury duty summons for verification. Employees also must submit proof of their jury duty service to their Department Head on returning to work after completing their jury duty service. The City may require employees serving jury duty of longer than one (1) week to submit proof of jury duty service on a weekly basis.

Section 11.7 - Leave of Absence

Unpaid leave of absence without benefits requested in writing to the Director by an employee or his qualified representative shall be granted for a maximum period of one (1) month for legitimate purposes and shall be in writing by the Director to the employee with a copy of the Union Secretary. Leave for other employment shall not be grounds for leave of absence. An employee shall retain seniority status while on an authorized leave of absence but shall not accrue seniority during the leave. Provided an employee returns to work when scheduled after the leave, seniority and other benefits shall resume as of the date of return.

Failure to return to work as scheduled after the authorized leave of absence (or any extensions authorized by the City in writing) shall terminate an employee's seniority rights and is cause for discipline, up to and including termination of employment.

Section 11.8 - Medical Leave and Paid Time Off

Subject to and to the extent permitted by applicable law, the City may require employees to take any accrued, unused paid leave (e.g., sick days, vacation, personal days) concurrently with any leave of absence granted for medical reasons (other than workers compensation leave). Paid leave accruing during an employee's medical leave of absence, if any, shall be subject to this requirement.

Notwithstanding the foregoing, an employee shall be entitled to reserve up to a maximum of ten (10) days of accrued, unused paid leave ("Leave Balance"). An employee may elect to use all or part of the employee's Leave Balance concurrently with any medical leave of absence granted but may not be required to do so.

ARTICLE XII
WORKERS COMPENSATION

Section 12.0 - Supplement

If an injury for which compensation is provided under the provisions the Workers' Compensation Act, which results in total incapacity to work, the injured employee shall be paid a weekly compensation equal to one hundred percent (100%) of his/her average weekly wage as of the date of the injury and adjusted accordingly if necessary, per contract year reduced by deductions for federal and state taxes, deduction for the federal Insurance Contributions Act/Medicare, deduction for health care contribution, and any other deduction as required by law.

Section 12.1

Pursuant to Conn. Gen. Statute Section 31-310, the average weekly wage shall be ascertained by dividing the total wages received by the injured employee from the employer in whose service he/she is injured during the fifty-two (52) calendar weeks immediately preceding the week during which he/she was injured, by the number of calendar weeks during which, or any portion of which, the employee was actually employed by the employer, but in making the computation, absence for seven consecutive calendar days, although not in the same calendar week, shall be considered as absence for a calendar week.

Section 12.2 - Maintenance of Position

Additionally, the City shall maintain a position for any employee receiving temporary disability payments and shall return said employee to his previous or comparable position at the conclusion of the period of temporary disability, providing the employee is medically capable of performing such work.

Section 12.3 - Benefit Coverage

All time spent by any employee who is on Workers' Compensation shall be included for all benefits under the collective bargaining agreement including seniority rights.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 13.0 - Intent and Application

- a. The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee within the bargaining unit, having a problem concerning the interpretation or application of any rule or regulation affecting wages, salary, hours of work, classification of position, promotion, dismissal, suspension, layoff, demotion, transfer, sickness, vacation or other leave, or other condition or employment shall seek adjustment in the Step order listed below.
- b. Time extension beyond those stipulated below may be arrived at by mutual agreement of the parties concerned.

Section 13.1

A grievance shall be in writing and shall contain all facts on which the employee relies for the grievance.

Section 13.2 - Step One: Department Head

A grievance shall be submitted to the employee's Department Head by the Union President and/or Union Steward ("Grievance Committee"), together with a written request for a Step One meeting. Within one (1) business day of receiving the grievance and meeting request, the Department Head shall call a meeting of all parties concerned and the Union's Grievance Committee and discuss the problem fully. The Department Head may render his decision either at the end of the meeting or within five (5) days after the meeting is concluded and shall provide notice of the step One decision to the Union Grievance Committee.

Section 13.3 - Step Two: The Mayor

If the employee and his representative still feel further review is necessary, the Union will submit the Grievance, together with a written request for a Step Two meeting, to the Mayor. The Mayor shall, within ten (10) days of receiving the grievance and Step Two meeting request, call a meeting of all parties concerned and the Union's Grievance Committee and discusses the problem fully. The Mayor may render his decision in writing, either at the end of the meeting or within five (5) days after the meeting is concluded and shall provide notice of the Step Two decision to the Union Grievance Committee.

Section 13.4 - Step Three: Arbitration

In the event the employee and/or his representative feel that further review is justified, he shall file notice of appeal within twenty (20) days to submit the matter to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XIV
SAFETY AND HEALTH

Section 14.0 - Work Environment

The City agrees to provide a safe and healthy work environment. Employees are expected to comply with all reasonable safety rules and regulations as set by the Director of Public Works.

Section 14.1 - Unsafe Conditions

Should an employee complain that his work required him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the City and the Union. If the matter is not satisfactorily adjusted, the grievance may be processed according to the grievance procedure of this Agreement.

Section 14.2 - Uniforms

The City shall supply the following general clothing items to each employee every two (2) years: one (1) reflective garment suitable for spring and/or fall use; and one reflective safety vest. The City shall supply the following clothing items every year: seven (7) summer tee shirts. Employees are required to wear this clothing, including any reflective garments while in traffic conditions, while on duty for the City. Any employee not wearing the appropriate garments will result in the loss of pay until such time when they return to work wearing the required clothing.

In addition, the City shall provide a single set of the following: raincoat, rain hat, boots, gloves, hardhat; and, upon return of same in damaged condition, will replace with new. However, employees are responsible for replacing any lost items and such replacements must be of like color and materials. It is the employee's responsibility to have these articles of clothing available at all times and to utilize them during appropriate weather conditions.

The City shall provide a uniform service for the cleaning of WPCA uniforms.

ARTICLE XV
PRIOR PRACTICE

Section 15.0 - Past Practice

The City retains all rights it has prior to the signing of this agreement except as such rights have been specifically relinquished or abridged in this Agreement.

Section 15.1 - Retention of Rights

The signing of this Agreement shall not abridge any employee rights or privileges to which he is entitled to by Ordinance, Charter, Board ruling or historical practices, unless such rights or privileges are specifically covered by one or more terms of this Agreement.

Section 15.2 - Rules and Regulations

The City shall continue to publish Departmental Policy Regulations which shall be posted above the time clock for violation of which members will be subject to disciplinary action.

ARTICLE XVI
UNION ACTIVITIES

Section 16.0 - Attendance at Union Convention / Trainings

Union officers shall be eligible to attend certain Union programs ("Union Programs") on an annual basis without loss of pay as provided in this Section 16.0:

- a. Union Programs. As used in this Section 16.0, Union Programs include and are limited to:
- Connecticut Council 4 AFSCME Convention ("State Convention")
 - Up to (2) Union-sponsored trainings ("Trainings") per [calendar] [contract] year.
- b. Attendance at Union Programs.

No more than one (1) Union officer at a time shall be eligible to attend a particular Union Program without loss of pay for the period required to attend the Union Program. Once the maximum is reached, no other Union officer shall be eligible to attend a Union Program without loss of pay. For example, if a single Union officer attends the State Convention and two Trainings in a year without loss of pay, the maximum shall be reached and no other Union officer shall be eligible to attend a Union Program that year without loss of pay. If one Union officer attends the State Convention and a Training and another Union officer attends a Training, the maximum shall be reached and no other Union officer shall be eligible to attend a Union Program that year without loss of pay.

Requests for time off to attend a Union Program must be submitted to the Director of Public Works as soon as practicable and at least two (2) weeks in advance of the Union Program for which time off without loss of pay is requested.

The City may require appropriate documentation in support of a Union officer's time off without loss of pay to attend a Union Program.

ARTICLE XVII
NO STRIKE / LOCKOUT PROVISION

Section 17.0 - Strike / Lockout

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the City's operation by employees or employee nor shall there be any lock out by the City in any part of the City's operation.

Section 17.1 - Recognition of Jurisdiction

The City shall not require the employees to cross any picket line established on or in front of any of the premises where bargaining unit employees work. The individual or concerted refusal to pass such picket line of other Unions shall not constitute grounds for discipline, discharge or layoff and is not to be considered as violating any provision, written or implied, which prohibits the Union from striking.

**ARTICLE XVIII
SUPER SENIORITY**

Section 18.0

The President and the Chief Steward of the Union shall have super seniority in the event of a layoff in any department.

**ARTICLE XIX
PROBATION**

Section 19.0

- a. All new employees shall serve a probationary period of seventy-five (75) working days. The City and the Union may extend an employee's probationary period by mutual agreement.
- b. New employees are terminable at-will and do not have any seniority until they have successfully completed their probationary period. Upon successful completion of the probationary period, a new employee is considered a permanent employee, is added to the Seniority List and is credited with seniority dating back to the employee's date of hire.

**ARTICLE XX
VACANCIES / LAYOFF / BUMPING**

Section 20.0 - Vacancies

- a. Vacancies for bargaining unit positions ("Vacancies") will be posted for a period of at least five (5) working days (the "Posting Period").
- b. Employees wishing to be considered for a Vacancy shall apply within the Posting Period.
- c. Bargaining unit applicants from the department (DPW or WPCA) for which the Vacancy is being posted ("Department Applicants") shall be considered ahead of all other applicants.

- d. A Department Applicant shall be hired for the Vacancy if the City determines that the Department Applicant has the qualifications required for the Vacancy as set forth in the job description for the position. If two or more Department Applicants are equally qualified, the Department Applicant with the most seniority shall be hired for the Vacancy.
- e. If there are no qualified Department Applicants for the Vacancy, a bargaining unit applicant shall be hired for the Vacancy if the City determines that the bargaining unit applicant has the qualifications required for the Vacancy as set forth in the job description for the position. If two or more bargaining unit applicants are equally qualified, the bargaining unit applicant with the most seniority shall be hired for the Vacancy.
- f. If there are no qualified bargaining unit applicants for the Vacancy, the City may fill the Vacancy with an outside applicant.

Section 20.0-A – Vacancies (DPW Foreman Position)

Vacancies in the Department of Public Works Maintainer V-Foreman position (“DPW Foreman”) shall be filled in accordance with the provisions of Section 20.0, subject to the following:

- Selection of candidates for the DPW Foreman position shall be based on relevant credentials, skills and experience as determined based on the job description for the position and based on a competitive hiring process as determined by the City, at the City’s discretion;
- The competitive hiring process for the DPW Foreman position may include such requirements as an application; interviews; examination (which may be oral, written, practical and/or a combination thereof), as the City deems necessary or appropriate (“Application Requirements”);
- Job postings for the DPW Foreman position shall include a copy of the job description for the position and shall identify the Application Requirements for the position and the percentage weights and/or scoring criteria to be used in assessing candidates for the position.

In the event there are no bargaining unit applicants or no bargaining unit candidates are deemed qualified, the City may fill the vacancy with an external candidate in accordance with Section 20.0.

Section 20.1 - Probationary Period Upon Promotion

- a. An employee promoted to a new position within the employee’s job classification or in a higher job classification shall serve a probationary period of forty-five (45) working days.
- b. During the probationary period, the City may elect to return the employee to the employee’s former position.

Section 20.2 - Layoff and Recall

- a. In the event of a layoff, employees in the affected job classification(s) shall be laid off in reverse order of their seniority.
- b. A laid-off employee may bump another employee who occupies a bargaining unit position of equal or lower classification, provided that the laid off employee: (i) has greater seniority than the employee to be bumped; (ii) is qualified for the position; and (iii) exercises bumping rights within five (5) working days of receiving notice of layoff. An employee who bumps into a position shall be compensated at the pay rate in effect for the position.
- c. Laid-off employees shall retain their seniority status for a period of two (2) years from their date of layoff but shall not continue to accrue seniority while laid off.
- d. A laid-off employee who (i) is covered under the City's Health Plan at the time of layoff and (ii) timely elects continuation health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or timely enrolls in a Health Insurance Marketplace plan under the Affordable Care Act (ACA) shall, upon proof of such continuation coverage and/or enrollment, be eligible to receive a one-time lump sum payment toward the cost of such coverage in an amount equal to two and one-half times (2 ½ x) the cost of the monthly premium due for the employee's COBRA or ACA coverage, whichever is applicable.
- e. Laid-off employees shall be eligible for recall for a period of two (2) years from their date of layoff, after which an employee who has not been recalled shall be considered terminated.
- f. Should the City restore a bargaining unit position that was subject to layoff, employees will be recalled in order of seniority, provided they are qualified for the restored position.
- g. The City shall give written notice of recall by certified letter, return receipt requested, sent to the employee's address of record on file with the City. If an employee (i) does not respond to the City's recall notice within ten (10) working days of the notice date; (ii) does not return to work within fifteen (15) working days of the notice date (or such other later date as may be designated by the City in the recall notice); and/or (iii) refuses to accept a bargaining unit position which the employee is qualified to perform, the employee shall lose seniority and any further recall rights and shall be deemed terminated. As used in this paragraph, 'notice date' means the delivery date of the City's recall notice.
- h. Employees recalled from layoff status shall receive the position rate for the position to which they are recalled.

ARTICLE XXI
OUTSIDE CONTRACTORS

Section 21.0 - Contracting Out

The City reserves the right to hire outside contractors to do the work normally performed by regular City employees only after regular employees are being utilized to operate available City equipment. For the purpose of this Article and Section, utilized shall mean that no bargaining unit employee shall suffer any loss of contractual benefits such as overtime.

ARTICLE XXII
LICENSES / TRAINING / QUALIFICATION

Section 22.0 - Licenses and Certifications

- a. The City and the Union recognize that there are job classifications and positions in the bargaining unit for which certain licenses and/or certifications are required.
- b. An employee shall promptly notify the employee's Department Head if the employee loses or otherwise fails to maintain in good standing any license, certification or other qualification required for the employee's position or classification.
- c. Loss of and/or failure to maintain in good standing a license, certification or other qualification required for an employee's position or classification is cause for discipline up to and including termination of employment.
- d. In the event existing employees are required by law to obtain certification(s) or license(s) beyond those identified in the employees' job classification(s), such employees will be permitted a reasonable time, commensurate with the license or certification required, to obtain such additional license or certification.

Section 22.1 - Training

- a. The City may require employees to participate in training it deems necessary or relevant to their City employment. When practical, the City will schedule trainings during regular working hours. When the City requires employees to participate in training during regular working hours, training time will be paid at the employee's regular rate of pay and will count as time worked for overtime purposes. If the City requires employees to participate in training after hours or on weekends, training time will be paid at the applicable overtime rate of pay.
- b. Employees are encouraged to seek training that will develop their job skills and qualify them for promotion. Employees may request opportunities to train on a particular vehicle or piece of heavy equipment. Training requests must be in writing and must be submitted to the employee's Department Head for approval.
- c. Employee training requests shall be approved in order of seniority, provided an employee has the necessary qualifications (e.g., any required license,

certification) to train. Training will be scheduled by the Department Head. When practical, an employee will be permitted to train during working hours. Approved training time shall be compensated at the employee's regular rate of pay and shall count as time worked for overtime purposes.

Section 22.2 - Qualification

- a. The Department Head (Director of Public Works or WPCA Superintendent) shall qualify an employee to operate a particular vehicle and/or piece of heavy equipment when the Department Head determines that the employee (i) has completed any training necessary to operate the vehicle and/or heavy equipment; (ii) has any license(s) or certificates necessary to operate the vehicle and/or heavy equipment; and (iii) can operate the vehicle and/or heavy equipment safely and competently. The Department Head's determination is subject to the grievance procedure.
- b. Once an employee is qualified to operate a particular vehicle and/or piece of heavy equipment by the employee's Department Head, the employee shall be eligible for work assignments out of classification and/or to apply for promotional opportunities for which such qualification is required. When assigned by a Department Head to work out of classification, an employee shall be paid at the applicable out-of-classification rate for a minimum of one (1) hour and for all actual time worked in the out-of-classification assignment over and above one (1) hour, rounded to the nearest quarter (1/4) hour.

ARTICLE XXIII DURATION

Section 23.0 - Effective Date

This Agreement shall be in full force and effect upon signing and shall remain in full force and effect through June 30, 2025.

Section 23.1 - Prior Agreements

The City and the Union acknowledge and agree that the collective bargaining agreement between them expiring on June 30, 2017 included the following language in Section XIX - Duration:

"Any memorandum of agreement, letters of agreement, grievance settlements or other agreements in effect on May 12, 1994 shall continue in full force and effect."

The City and the Union acknowledge and agree that as of the signing of this Agreement, they are not aware of any agreements between them that were in effect on May 12, 1994 and which have continued in full force and effect since May 12, 1994 ("1994 Agreements").

During the term of this Agreement, should either party become aware of an agreement that the party contends is or may be a 1994 Agreement ("Alleged Agreement"), and should that party

make written demand for recognition of the Alleged Agreement, the City and the Union agree to a reopener concerning whether to recognize the Alleged Agreements.

Notwithstanding the foregoing, in the event of any conflict between an Alleged Agreement and this Agreement, the terms of this Agreement shall govern and the Alleged Agreement shall be deemed superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 20 day of Dec, 2021.

THE CITY OF DERBY

COUNCIL 4 of AFSCME, AFL-CIO

By: Paul Wozniak
Title: MAYOR

By: [Signature]
Title: President

By: [Signature] Chuck Paris
Title: Service Rep C/4

APPENDIX A
WAGE SCHEDULE

DEPARTMENT OF PUBLIC WORKS (DPW)

Current Hourly Rate (June 30, 2021)	2021-2022 Effective and Retroactive to July 1, 2021 (1.5% increase)	2022-2023 Effective July 1, 2022 (1.5% increase)	2023-2024 Effective July 1, 2023 (2.0% increase)	2024-2025 Effective July 1, 2024 (2.5% increase)
MAINTAINER I (\$31.00)	\$31.47	\$31.94	\$32.58	\$33.39
Laborer Truck Driver Tool Crib Att.				
MAINTAINER II (\$31.67)	\$32.15	\$32.63	\$33.28	\$34.11
Heavy Truck Driver Mechanics Helper Dispatcher Landfill Att.				
MAINTAINER III (\$32.88)	\$33.37	\$33.87	\$34.55	\$35.41
Group Leader II Light Equip. Oper. (Note #3)				
MAINTAINER IV (\$34.76)	\$35.28	\$35.81	\$36.53	\$37.44
Group Leader I Mechanic Heavy Equip. Oper.				
MAINTAINER V (\$35.00)	\$35.53	\$36.06	\$36.78	\$37.70
Foreman				

Note:

1. **Starting rates for all new DPW employees shall be as follows: Upon hire, a new DPW employee shall be paid a starting rate of two dollars (\$2.00) below the position rate.**

Effective as of the first regular payroll date after the employee completes twelve (12) months of service, the employee shall be paid at a rate of one dollar (\$1.00) below the position rate. Effective as of the first regular payroll date after the employee completes eighteen (18) months of service, the employee shall be paid the position rate.

WATER POLLUTION CONTROL AUTHORITY (WPCA)

Current Hourly Rate (June 30, 2021)	2021-2022 Effective and Retroactive to July 1, 2021	2022-2023 Effective July 1, 2022	2023-2024 Effective July 1, 2023	2024-2025 Effective July 1, 2024
	(1.5% increase)	(1.5% increase)	(2.0% increase)	(2.5% increase)

**NON-CERTIFIED
OPERATOR IN
TRAINING**

- Starting (\$30.45)	\$30.91	\$31.37	\$32.00	\$32.80
- 6 Month (\$31.05)	\$31.52	\$31.99	\$32.63	\$33.45
- 1 Year (\$31.62)	\$32.09	\$32.57	\$33.22	\$34.05

**GRADE 1
CT DEEP Certified
Class 1 Operator
(\$32.38)**

\$32.87	\$33.36	\$34.03	\$34.88
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**GRADE 2
CT DEEP Certified
Class 2 Operator
(\$33.33)**

\$33.83	\$34.34	\$35.03	\$35.91
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**GRADE 3
CT DEEP Certified
Class 3 Operator*
(\$34.12)**

\$34.63	\$35.15	\$35.85	\$36.75
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**GRADE 4
CT DEEP Certified
Mechanic and
Shift Opr.
(\$34.88)**

\$35.40	\$35.93	\$36.65	\$37.57
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Lab Work Rate:	base + \$0.68	base + \$0.68	base + \$0.68	base + \$0.68
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Notes

- Starting rates for all new WPCA employees shall be as follows:**

- a. **Non-Certified Operator in Training.**
- (1) **Starting Rate.** The starting rate for all new employees in the Non-Certified Operator in Training Classification is as set forth in Appendix A.
 - (2) **6-Months.** Effective as of the first regular payroll after the employee completes six (6) months of service, the employee shall be paid the 6-month rate set forth in Appendix A.
 - (3) **12-Months.** A Non-Certified Operator in Training shall be paid the position rate for the Grade 1 CT DEEP Certified Class I Operator classification effective as of the first regular payroll date after the City receives official notification from the State of Connecticut that the employee has successfully completed the requirements to be certified as an approved Operator.
 - (4) **Grade 1.** A Non-Certified Operator in Training shall be paid the position rate for the Grade 1 CT DEEP Certified Class I Operator classification effective as of the first regular payroll date after the City receive official notification from the State of Connecticut that the employee has successfully completed the requirements to be certified as an approved Operator.
- b. **All other Classifications.**
- (1) **Starting Rate.** The starting rate for all new employees starting in Classifications Grade 1 or higher shall be one dollar (\$1.00) below the position rate during the probationary period.
 - (2) **Permanent Employees.** Effective as of the first regular payroll date after the probationary period expires, a permanent employee will receive the position rate for the employee's position.
2. **Operators who perform 'Lab' work shall be paid an enhanced hourly rate of the Operator's base position rate plus \$0.68 per hour (e.g., \$31.69 + \$0.68) for all hours worked performing 'Lab' work.**

APPENDIX B - GROUP INSURANCE



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.HealthReformPlanSBC.com or by calling 1-800-370-4526. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-370-4526 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For each Plan Year, Value Care Alliance & Trinity Health: EE Only \$1,500; EE+ Family \$3,000. In-Network: EE Only \$1,500; EE+ Family \$3,000. Out-of-Network: EE Only \$1,500; EE+ Family \$3,000.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your deductible?	Yes. In- <u>network</u> <u>preventive care</u> is covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	Value Care Alliance & Trinity Health: EE Only \$1,500; EE+ Family \$3,000. In-Network: EE Only \$1,500; EE+ Family \$3,000. Out-of-Network: EE Only \$3,000; EE+ Family \$6,000.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges & health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.aetna.com/docfind or call 1-800-370-4526 for a list of Value Care Alliance & Trinity Health <u>providers</u> .	You pay the least if you use a <u>provider</u> in Value Care Alliance & Trinity Health <u>Provider</u> . You pay more if you use a <u>provider</u> in In-Network <u>Provider</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (balance billing). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Value Care Alliance & Trinity Health Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Specialist visit	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Preventive care /screening /immunization	No charge	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Generic drugs	Not applicable	0% <u>coinsurance</u> (retail & mail order)	20% <u>coinsurance</u> (retail)	Covers 30 day supply (retail), 31-90 day supply (mail order). Includes contraceptive drugs & devices obtainable from a pharmacy, oral fertility drugs. No charge for preferred generic FDA-approved women's contraceptives in-network. Your cost will be higher for choosing Brand over Generics unless prescribed Dispense as Written; cost difference penalty doesn't apply to <u>deductible</u> or <u>out-of-pocket limit</u> .
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.aetnapharmacy.com/standard	Preferred brand drugs	Not applicable	0% <u>coinsurance</u> (retail & mail order)	20% <u>coinsurance</u> (retail)	
	Non-preferred brand drugs	Not applicable	0% <u>coinsurance</u> (retail & mail order)	20% <u>coinsurance</u> (retail)	
	Specialty drugs	Not applicable	Applicable cost as noted above for generic or brand drugs	Not covered	All prescriptions must be filled through the Aetna Specialty Pharmacy Network. Precertification required for coverage.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Value Care Alliance & Trinity Health Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Physician/surgeon fees	0% coinsurance	0% coinsurance	20% coinsurance	None
	Emergency room care	0% coinsurance	0% coinsurance	0% coinsurance	No coverage for non-emergency use.
	Emergency medical transportation	0% coinsurance	0% coinsurance	0% coinsurance	Non-emergency transport: not covered, except 20% coinsurance if pre-authorized.
	Urgent care	0% coinsurance	0% coinsurance	20% coinsurance	No coverage for non-urgent use.
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	0% coinsurance	20% coinsurance	Pre-authorization required for out-of-network care.
	Physician/surgeon fees	0% coinsurance	0% coinsurance	20% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office & other outpatient services: 0% coinsurance	Office & other outpatient services: 0% coinsurance	Office & other outpatient services: 20% coinsurance	None
	Inpatient services	0% coinsurance	0% coinsurance	20% coinsurance	Pre-authorization required for out-of-network care.
If you are pregnant	Office visits	No charge	No charge	20% coinsurance	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.) Pre-authorization for out-of-network care may apply.
	Childbirth/delivery professional services	0% coinsurance	0% coinsurance	20% coinsurance	
	Childbirth/delivery facility services	0% coinsurance	0% coinsurance	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	0% coinsurance	0% coinsurance	20% coinsurance	Pre-authorization required for out-of-network care.
	Rehabilitation services	0% coinsurance	0% coinsurance	20% coinsurance	None
	Habilitation services	0% coinsurance	0% coinsurance	20% coinsurance	None
	Skilled nursing care	0% coinsurance	0% coinsurance	20% coinsurance	120 days/plan year. Pre-authorization required for out-of-network care.
	Durable medical equipment	0% coinsurance	0% coinsurance	20% coinsurance	Limited to 1 durable medical equipment for same/similar purpose. Excludes repairs for misuse/abuse.
	Hospice services	0% coinsurance	0% coinsurance	20% coinsurance	Pre-authorization required for out-of-network care.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Value Care Alliance & Trinity Health Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	0% coinsurance	0% coinsurance	20% coinsurance	1 routine eye exam/24 months.
	Children's glasses	Not covered	Not covered	Not covered	Not covered.
	Children's dental check-up	Not covered	Not covered	Not covered	Not covered.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine foot care
- Weight loss programs - Except for required preventive services.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Hearing aids - 1 hearing aid per ear/24 months.
- Infertility treatment - For more information & exceptions, see policy document provided by your employer or call the number on your ID card.
- Private-duty nursing - Limited to \$15,000/plan year.
- Routine eye care (Adult) - 1 routine eye exam/24 months.

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:

- For more information on your rights to continue coverage, contact the plan at 1-800-370-4526.
- If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or <http://www.dol.gov/ebsa/healthreform>
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov.
- If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should

contact their State insurance regulator regarding their possible rights to continuation coverage under State law. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

- Aetna directly by calling the toll free number on your Medical ID Card, or by calling our general toll free number at 1-800-370-4526.
- If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or <http://www.dol.gov/ebsa/healthreform>
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov.
- Additionally, a consumer assistance program can help you file your appeal. Contact information is at: <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

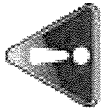
Does this plan meet Minimum Value Standards? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

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About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$0
Coinsurance	\$0
Limits or exclusions \$60	
The total Peg would pay is	\$1,560

What isn't covered

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$0
Coinsurance	\$0
Limits or exclusions \$20	
The total Joe would pay is	\$1,520

What isn't covered

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$0
Coinsurance	\$0
Limits or exclusions \$0	
The total Mia would pay is	\$1,500

What isn't covered

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 1-800-370-4526.

Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 866-393-0002.

Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

Non-Discrimination

Aetna complies with applicable Federal civil rights laws and does not unlawfully discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, or disability.

We provide free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call the number on your ID card.

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:

Civil Rights Coordinator,
P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: P.O. Box 24030, Fresno, CA 93779),
1-800-648-7817, TTY: 711,
Fax: 859-425-3379 (CA HMO customers: 860-262-7705), CRCoordinator@aetna.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, or at 1-800-368-1019, 800-537-7697 (TDD).

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates.

TTY: 711

Language Assistance:

For language assistance in your language call 1-800-370-4526 at no cost.

- Albanian - Për asistencë në gjuhën shqipe telefononi falas në 1-800-370-4526.
- Amharic - ለቋንቋ እገዛ በ ኦሮሞኛ በ 1-800-370-4526 በገጸ ይደውሉ
- Arabic - 1-800-370-4526 للمساعدة في اللغة العربية، الرجاء الاتصال على الرقم المجاني
- Armenian - Հեղինակությունը ազգայնաբան (հայերեն) կապի 1-800-370-4526 առանց գումարի
- Bahasa Indonesia - Untuk bantuan dalam bahasa Indonesia, silakan hubungi 1-800-370-4526 tanpa dikenakan biaya.
- Bantu-Kirundi - Niba urondera uwugufasha mu Kirundi, twakure kuri iyi nomero 1-800-370-4526 ku busa
- Bengali-Bangala - বাংলা ভাষা সহায়তার জন্য বিনামূল্যে 1-800-370-4526-তে কল করুন।
- Bisayan-Visayan - Alang sa pag-abag sa pinulongan sa (Binisayang Sinugboanon) tawag sa 1-800-370-4526 nga walay bayad.
- Burmese - ဧကန်တရားရောင်းရုံသို့ ဘာသာစကားအကူအညီရယူရန် 1-800-370-4526 ကို ခေါ်ဆိုပါ။
- Catalan - Per rebre assistència en (català), truqui al número gratuït 1-800-370-4526.
- Chamorro - Para ayuda gi fino' (Chamoru), ágang 1-800-370-4526 sin gástu.
- Cherokee - ოცნებების დახმარება (ჭიჭი ბარათის დახმარება) 1-800-370-4526 ოფისში.
- Chinese - 欲取得繁體中文語言協助，請撥打 1-800-370-4526，無需付費。
- Choctaw - (Chahta) anumpa ya apela a chi l paya hinla 1-800-370-4526.
- Cushite - Gargaarsa afaan Oromiffa hiikuu argachuuf lakkokkofsaa bilbilaa 1-800-370-4526 irratti bilisaan bilbilaa.
- Dutch - Bel voor tolk- en vertaaldiensten in het Nederlands gratis naar 1-800-370-4526.
- French - Pour une assistance linguistique en français appelez le 1-800-370-4526 sans frais.
- French Creole - Pou jwenn asistans nan lang Kreyòl Ayisyen, rele nimewo 1-800-370-4526 gratis.
- German - Benötigen Sie Hilfe oder Informationen in deutscher Sprache? Rufen Sie uns kostenlos unter der Nummer 1-800-370-4526 an.
- Greek - Για γλωσσική βοήθεια στα Ελληνικά καλέστε το 1-800-370-4526 χωρίς χρέωση.
- Gujarati - ગુજરાતીમાં ભાષામાં સહાય માટે કોઈ પણ ખર્ચ વગર 1-800-370-4526 પર કોલ કરો.
- Hawaiian - No ke kōkua ma ka 'ōlelo Hawai'i, e kahea aku i ka helu kelepona 1-800-370-4526. Kāki 'ole 'ia kēia kōkua nei.



Anthem Blue Cross and Blue Shield of Connecticut

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City of Derby
FULL DENTAL PLAN
with Riders A,B,C,D

The **Full Dental Plan** is designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

Covered services include:

- ◆ Oral Examinations
- ◆ Periapical and bitewing x-rays
- ◆ Topical fluoride applications for those under age 19
- ◆ Prophylaxis, including cleaning, scaling and polishing
- ◆ Repair of dentures
- ◆ Palliative emergency treatment
- ◆ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- ◆ Simple extractions**
- ◆ Endodontics – including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by the Dental Amendatory Rider A.

** Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits.

When receiving care from one of over 1,800 Participating Dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating Dentist, we pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay an amount equal to the dentist's usual charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute our health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitation.

Dental Amendatory Rider A Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Dental Amendatory Rider B Prosthodontics

The following prosthetic services are provided under Dental Amendatory Rider B:

- ◆ Dentures, full and partial
- ◆ Bridges, fixed and removable
- ◆ Addition of teeth to partial dentures to replace extracted teeth

The dental services listed above are subject to the following qualifications:

Anthem Blue Cross and Blue Shield will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement which is provided less than five years following a placement or replacement which was covered under the contract. We also will not pay for crowns splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider B. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Dental Amendatory Rider C Periodontics

Periodontal services consisting of:

- ◆ Gingival curettage
- ◆ Gingivectomy and gingivoplasty
- ◆ Osseous surgery, including flap entry and closure
- ◆ Mucogingivoplastic surgery
- ◆ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is
\$500.00

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider C. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Dental Amendatory Rider D Orthodontics

The following orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 60% of the dentist's usual charge or 60% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 60% of the dentist's charge or 60% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

Maximum- \$600 per person per lifetime

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider D. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations

**WELCOME TO
BLUE VIEW VISION!**

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



Blue View VisionSM D10.10 130.130

Your Blue View Vision network

Anthem Blue Cross and Blue Shield vision members have access to one of the nation's largest vision networks. Blue View Vision is the only vision plan that gives members the ability to use their in-network benefits at 1-800 CONTACTS, or choose a private practice eye doctor, or go in store to LensCrafters®, Sears OpticalSM, Target Optical®, JCPenney® Optical and most Pearle Vision® locations.

Out-of-network: If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION PLAN BENEFITS

Routine eye exam once every two calendar years

Eyeglass frames

Once every two calendar years you may select an eyeglass frame and receive an allowance toward the purchase price

Eyeglass lenses (Standard)

Once every two calendar years you may receive any one of the following lens options:

- o Standard plastic single vision lenses (1 pair)
- o Standard plastic bifocal lenses (1 pair)
- o Standard plastic trifocal lenses (1 pair)

Eyeglass lens enhancements

When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.

- o Transitions® Lenses (for a child under age 19)
- o Standard Polycarbonate (for a child under age 19)
- o Factory Scratch Coating

Contact lenses – once every two calendar years

Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.

- o Elective Conventional Lenses; or
- o Elective Disposable Lenses; or
- o Non-Elective Contact Lenses

Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.

BLUE VIEW VISION MEMBER EXCLUSIVE!

You may use your **in-network** benefit to order your contact lenses from **1800 CONTACTS**. 1-800 CONTACTS offers a huge in-stock inventory, unbeatable prices, outstanding customer service and free shipping. Just call 1-800 CONTACTS or go to 1800contacts.com for fast and easy ordering of your contact lenses.

EXCLUSIONS & LIMITATIONS (not a comprehensive list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

	IN-NETWORK	OUT-OF-NETWORK
Routine eye exam	\$10 copay	\$48 allowance
Eyeglass frames	\$130 allowance, then 20% off any remaining balance	\$64 allowance
Eyeglass lenses (Standard)		
o Standard plastic single vision lenses (1 pair)	\$10 copay	\$36 allowance
o Standard plastic bifocal lenses (1 pair)	\$10 copay	\$54 allowance
o Standard plastic trifocal lenses (1 pair)	\$10 copay	\$69 allowance
Eyeglass lens enhancements		
o Transitions® Lenses (for a child under age 19)	\$0 copay	No allowance on lens enhancements when obtained out-of-network
o Standard Polycarbonate (for a child under age 19)	\$0 copay	
o Factory Scratch Coating	\$0 copay	
Contact lenses – once every two calendar years		
o Elective Conventional Lenses; or	\$130 allowance, then 15% off any remaining balance	\$105 allowance
o Elective Disposable Lenses; or	\$130 allowance (no additional discount)	\$105 allowance
o Non-Elective Contact Lenses	Covered in full	\$210 allowance

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY

**In-network Member Cost
(after any applicable copay)**

2021 DEC 20 AM 9:56

Retinal Imaging - at member's option can be performed at time of eye exam Not more than \$39

Eyeglass lens upgrades

When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

- Transitions® Lenses (Adults) \$75
- Standard Polycarbonate (Adults) \$40
- Tint (Solid and Gradient) \$15
- UV Coating \$15
- Progressive Lenses¹
 - Standard \$65
 - Premium Tier 1 \$85
 - Premium Tier 2 \$95
 - Premium Tier 3 \$110
- Anti-Reflective Coating²
 - Standard \$45
 - Premium Tier 1 \$57
 - Premium Tier 2 \$68
- Other Add-ons and Services 20% off retail price

Additional Pairs of Eyeglasses

Anytime from any Blue View Vision network provider

- Complete Pair 40% off retail price
- Eyeglass materials purchased separately 20% off retail price

Eyewear Accessories

- Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc. 20% off retail price

Contact lens fit and follow-up

A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.

- Standard contact lens fitting³ Up to \$55
- Premium contact lens fitting⁴ 10% off retail price

Conventional Contact Lenses

- Discount applies to materials only 15% off retail price

SOME OF THE ADDITIONAL SAVINGS AVAILBLE THROUGH OUR SPECIAL OFFERS PROGRAM

1-800 CONTACTS

After your benefits for the coverage period have been used, you can save on contact lenses with this offer.⁵

- For this and other great offers, [login to member services](#), select discounts, then Vision, Hearing & Dental Save \$20 on orders of \$100 or more and get free shipping

Laser vision correction surgery

LASIK refractive surgery.

- For this offer and more like it, [login to member services](#), select discounts, then Vision, Hearing & Dental Discount per eye

¹ Please ask your provider for his/her recommendation as well as the progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the coating brands by tier.

³ A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴ A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

⁵ Discount cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

To Fax: 866-293-7373
To Email: oonclaims@eyewearspecialoffers.com
To Mail: Blue View Vision
 Attn: OON Claims
 P.O. Box 8504
 Mason, OH 45040-7111

Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit anthem.com or call us at 1-866-723-0515.

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.

APPENDIX C - LONGEVITY PAY

APPENDIX C
LONGEVITY PAY

Longevity Payments for Current Employees

The following chart lists the maximum longevity benefit rates to be added to the employee's hourly base wage rate for calculating the longevity payments for employees currently working for the City and who are otherwise eligible for longevity benefits pursuant to Section 6.1 of this Agreement:

DPW:

<u>Service Years</u>	<u>Percentage</u>	<u>Longevity Benefit Rate</u>	<u>Longevity Total for 2080 Hour Work Year</u>
Maintainer II (Base = \$17.78)*			
	1.5	\$0.26	\$ 540.80
10	2.0	\$0.36	748.80
15	2.5	\$0.44	915.20
20	3.0	\$0.53	1,102.40
Maintainer III (Base = \$18.46)			
10	2.0	\$0.37	769.00
15	2.5	\$0.46	956.80
20	3.0	\$0.55	1,144.00
Maintainer IV (Base = \$19.49)			
10	2.0	\$0.39	811.20
15	2.5	\$0.49	1,019.20
20	3.0	\$0.58	1,206.40
Maintainer V (Base = \$19.64)			
10	2.0	\$0.39	811.20
15	2.5	\$0.49	1,109.20
20	3.0	\$0.59	1,227.20

*Reflects hourly base rates as of June 30, 1998

APPENDIX D - SIDE LETTERS

SIDE LETTER RE: SHIFT OPERATOR/LAB MANAGER POSITION]

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF DERBY
-and-
LOCAL 1303-006 OF COUNCIL 4
AFSCME, AFL-CIO
(DPW-WPCA)

RE: SHIFT OPERATOR/LAB MANAGER POSITION

This Side Letter Agreement is made and entered into this 20 day of November, 2018 ("Effective Date"), by and between the City of Derby ("City") and Local 1303-420 of Council 4, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO ("Union"), Santo Barbagiovanni and Christopher Carloni.

WHEREAS, the City and the Union are parties to a collective bargaining agreement for the period from July 1, 2017 through June 30, 2021 (the "CBA"); and

WHEREAS, Santo Barbagiovanni ("Barbagiovanni") and Christopher Carloni ("Carloni") are City employees in the Water Pollution Control Authority ("WPCA") and members of the bargaining unit represented by the Union; and

WHEREAS, the Union filed a certain claim with the State Board of Labor Relations ("SBLR") known as Case No. MPP 32681 (the "MPP"); and

WHEREAS, the Town denied the claims alleged in the MPP and denied any and all liability to the Union; and

WHEREAS, on or about May 31, 2018, without any admission or determination of the validity or invalidity of any claims or defenses alleged in the MPP, the parties entered into a settlement agreement to settle fully and finally the MPP (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, the parties agreed to establish the position of "Lab Manager" as a bargaining unit position and further agreed to meet and bargain over a position description and other terms and conditions of employment for the Lab Manager position; and

WHEREAS, pursuant to the Settlement Agreement, the parties met and bargained concerning the Lab Manager position and have now agreed that the position shall not be established as a bargaining unit position and, instead, shall be recognized as a supervisory position outside the bargaining unit;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Union agree as follows:

1. Appendix A: Wage Schedule of the CBA is hereby amended to remove the WPCA Grade 4 "Shift Opr." (Shift Operator) position and to substitute a WPCA Grade 4 "Collection System Operator" position as follows:

APPENDIX A
WAGE SCHEDULE

...

WATER POLLUTION CONTROL AUTHORITY
(WPCA)

...

GRADE 4	\$32.39	\$32.39	\$33.20	\$34.03	\$34.88
Mechanic and Shift Opr. Collection System Operator					

2. The "Lab Manager" and "Shift Operator" positions are hereby reclassified and established as a single supervisory position known as the "Shift Operator/Lab Manager," which supervisory position is expressly excluded from the bargaining unit.
3. Subject to the authority of the Chief Operator (currently the WPCA Department Head), the Shift Operator/Lab Manager position shall have supervisory responsibility for the operation and maintenance of the City's water pollution control facility ("Facility"), which supervisory responsibility shall include, without limitation, daily routine responsibility for managing personnel and operations at the Facility and at the Facility wastewater laboratory ("Lab").
4. The Shift Operator/Lab Manager also shall have responsibility for operating the Lab, which responsibility shall include, without limitation, daily routine responsibility for Lab procedures and reporting.
5. Bargaining unit employees shall remain eligible to perform certain Lab procedures (e.g., calibration, sampling and testing) ("Lab Work") in accordance with the CBA. Lab Work shall be compensated at the Lab Work rate, pursuant to Section 6.0(e) of the CBA.

6. The City shall make payments to each of Barbagiovanni and Carloni as follows:
 - a. A one-time lump sum payment to Barbagiovanni in the amount of Four Thousand Five Hundred Dollars and 00/100 (\$4,500.00), less lawful deductions and withholdings (the "Barbagiovanni Payment");
 - b. A one-time lump sum payment to Carloni in the amount of Seven Thousand Five Hundred Dollars and 00/100 (\$7,500.00), less lawful deductions and withholdings (the "Carloni Payment");
 - c. The Barbagiovanni Payment and Carloni Payment shall be paid within thirty (30) business days of the Effective Date.
7. The parties to this Side Letter Agreement acknowledge and agree that as of the Effective Date, Edward Abel ("Abel") is and has been performing the duties and responsibilities of the Shift Operator/Lab Manager position. The parties to this Side Letter Agreement agree that Abel's performance of Shift Operator/Lab Manager duties and responsibilities shall not be deemed to evidence or constitute any prohibited practice or unfair practice or any unlawful or prohibited conduct of any kind and further agree that the parties hereto knowingly and voluntarily waive any such claims.
8. The position of "Collection System Operator" is hereby established as a bargaining unit position at the WPCA Grade 4 classification and pay rate set forth in the CBA. The Collection System Operator position shall require a CT Deep Class 3 Operator Certification and shall have duties and responsibilities for WPCA Capacity, Management, Operation and Maintenance ("CMOM") programs in addition to the duties and responsibilities of an Operator 3 position. The City and the Union agree to meet to negotiate a position description for the Collection System Operator position in accordance with paragraph 10 of this Side Letter Agreement.
9. The parties to this Side Letter Agreement acknowledge and agree that whereas Barbagiovanni has been employed in the WPCA "Shift Opr." role, in a Grade 4 classification, as of the Effective Date, Barbagiovanni shall instead be employed in the Collection System Operator position, subject to the terms and provisions of the CBA. In the event of a Vacancy in the Collection System Operator position for any reason, the Collection System Operator position shall be posted in accordance with the CBA.
10. As part of this Side Letter Agreement, the City and the Union agree to meet for the sole purpose of negotiating position descriptions for all bargaining unit positions including, without limitation, the Collection System Operator position. Such negotiations shall commence within sixty (60) days of the Effective Date of this Side Letter Agreement.

- 11. The parties to this Side Letter Agreement agree that nothing in this Side Letter of Agreement shall be deemed to evidence or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind, and further agree that the parties hereto knowingly and voluntarily waive any such claims.
- 12. Except as expressly provided herein, this Side Letter Agreement does not modify any terms or provisions of the Agreement between the City and the Union.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto:

CITY OF DERBY

By: *Paul Wright*

Date: 11/WI?

LOCAL 1303-420 of COUNCIL 4,
AFSCME, AFL-DCU

By: *Norris Pese*

Date: 11-10-18

By: _____

Date: _____

By: *[Signature]*

Date: 11/W/LSj

By: *ArfTA*
Santo Barbagiovanni

Date: 11-20-18*

By: *Christopher Carloni*
Christopher Carloni

Date: 11-20-18

**SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF DERBY
-and-
LOCAL 1303-006 OF COUNCIL 4
AFSCME, AFL-CIO
(DPW-WPCA)
RE: MAINTAINER II-DISPATCHER**

This Side Letter Agreement re: Maintainer II-Dispatcher ("SLA") is made and entered into this 20th day of December, 2021 ("Effective Date"), by and between the City of Derby ("City") and Local 1303-006 of Council 4, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO ("Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement for the period from July 1, 2021 through June 30, 2025 (the "CBA"); and

WHEREAS, the bargaining unit represented by the Union (the "Unit") includes a certain position known as the Maintainer II - Dispatcher position ("Maintainer II-Dispatcher"); and

WHEREAS, the City and the Union have met and negotiated and desire to provide for the release of the Maintainer II-Dispatcher from the Unit as provided for in this SLA;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Union agree as follows:

1. During the term of the CBA, if the Maintainer II-Dispatcher position is vacated by the incumbent employee for any reason, the Maintainer II-Dispatcher position shall be reclassified as a Maintainer II position and shall no longer have or perform dispatch duties ("Dispatch Duties").

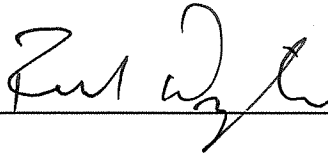
2. Subject to agreement with the bargaining unit represented by Local 1303-259 of Council 4, American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO (the "City Hall Unit"), the Dispatch Duties shall no longer be considered bargaining unit work and shall be reassigned outside the bargaining unit to position(s) in the City Hall Unit.

3. The parties agree that nothing in this SLA shall be deemed to evidence, establish or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind; that nothing in this SLA shall be deemed to reopen any negotiations or any subject of negotiations between the City and the Union; and that the parties hereto knowingly and voluntarily waive any such claims.

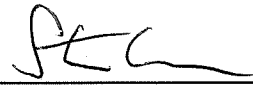
IN WITNESS WHEREOF, the parties have knowingly and voluntarily entered into this Side Letter Agreement re: Maintainer II-Dispatcher to be effective as of the Effective Date.

CITY OF DERBY

LOCAL 1303-006 OF COUNCIL 4
AFSCME, AFL-CIO

By: 

By: 

By:  *chuck Paris*

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF DERBY

-and-

LOCAL 1303-006 OF COUNCIL 4

AFSCME, AFL-CIO

(DPW-WPCA)

RE: RETIREMENT PLAN INFORMATIONAL SESSION

This Side Letter Agreement re: Retirement Plan Informational Session ("SLA") is made and entered into this 20th day of December, 2021 ("Effective Date"), by and between the City of Derby ("City") and Local 1303-006 of Council 4, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO ("Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement for the period from July 1, 2021 through June 30, 2025 (the "CBA"); and

WHEREAS, the Union has requested an informational (Q&A) meeting with the City, the City's retirement fund manager and Union leadership concerning certain retirement plan benefits provided under the CBA;

NOW, THEREFORE, the City and the Union agree as follows:

1. The City shall schedule a one-time informational (Q&A) meeting with the City, the City's retirement fund manager; and Union leadership concerning City retirement plan benefits (the "Q&A Session");
2. The Q&A Session shall be scheduled for a mutually convenient date and time. Subject to the availability of the City's retirement fund manager, the Q&A Session shall take place within three (3) months of the Effective Date, or within such extended period as the City and the Union may agree in writing.
3. The Q&A Session shall be for informational purposes only and shall not last longer than two (2) hours, except by mutual agreement of the City and the Union.
4. The parties agree that nothing in this SLA shall be deemed to evidence, establish or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind; that nothing in this SLA shall be deemed to reopen any negotiations or subject of negotiations between the City and the Union; and that the parties hereto knowingly and voluntarily waive any such claims.

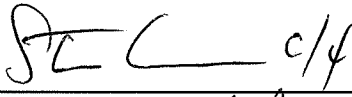
IN WITNESS WHEREOF, the parties have knowingly and voluntarily entered into this Side Letter Agreement re: Retirement Plan Informational Session to be effective as of the Effective Date.

CITY OF DERBY

LOCAL 1303-006 OF COUNCIL 4
AFSCME, AFL-CIO

By: 

By: 

By:  c/y
Chuck Lars