

AGREEMENT
BETWEEN
THE CITY OF MERIDEN AND LOCAL #740, COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO

JULY 1, 2023 - JUNE 30, 2026

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PREAMBLE

This agreement is entered into by and between the City of Meriden, hereinafter referred to as the "City" and Local #740 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations or the mutual interest of the employer, the employees, the Union and the Community. Recognizing that the interest of the Community and the job security of the employees depend upon the Employer's ability to continue to provide quality services in an efficient manner to the Community, the Employer and the Union for and in consideration of the mutual stipulations and conditions hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

Wherever appropriate in this Agreement, the pronoun, "he" shall be interpreted to include both male and female bargaining unit members recognized in Article I.

ARTICLE I **Recognition**

1. The City recognizes the Union as the sole and exclusive bargaining agent for the employees who are not in another existing Bargaining Unit of the Highway, Sanitation, Garage, and Warehouse, Water, Fiscal, Sewer, Landfill, Transfer Station, Municipal Buildings Custodial, Parks Maintenance, Recreation and Golf Course Maintenance, Bulky Waste, Storm Drain, Water Shed Departments or Divisions, whichever is applicable, and any Bargaining Unit Classes of the City of Meriden who are not in another bargaining unit and who are not clerical, elected or appointed and who do not have the authority to hire, discharge, discipline, promote or otherwise affect changes in the status of employees and exists for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment.

ARTICLE II **Union Security**

Section 1. The Employer agrees to deduct each week from the wages of each employee, who so authorizes such deduction, the amount of Union dues as certified to the Employer by the Secretary-Treasurer of the Union for each employee who has executed an authorization with a copy provided to the Employer.

Section 2. Deductions shall be remitted by the fifteenth (15th) of the month following such deduction and the Employer shall furnish the Union with a record of each deduction showing the amount and the employee from whom such deduction was made.

Section 3. The Employer shall not be held liable for an employee's membership dues if said employee is not on the payroll during the specific deduction week. This deduction agreement shall be for the duration of this Agreement and is non-cancelable.

Section 4. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, or proceedings arising out of the correctness of any dues deduction authorization furnished by the Union to the Employer.

Section 5. Non-bargaining unit employees shall not perform duties that are performed by bargaining unit employees, except in emergencies as declared by the City Manager.

ARTICLE III **Rights of Employer**

1. The Employer maintains the exclusive right to direct the work force. The right shall include, but shall not be limited to, the right to:
 - a. Supervise employees;
 - b. Hire, promote, transfer and assign;
 - c. Suspend, demote, discharge, or take other disciplinary action;
 - d. Relieve employees from duty due to lack of work or for other legitimate reasons;
 - e. Change methods, systems, procedures, job assignments, contents to maintain or improve service rendered and/or efficiency;
 - f. To take any actions necessary in situations of emergency, regardless of prior commitment; to carry out the responsibility of the City to the citizens of Meriden.

This section shall apply except as specifically abridged by this Agreement and Connecticut General Statutes.

2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the City. In making rules and regulations relating to Personnel policy, procedures, practices and matters of working conditions, the City shall be bound by the obligations imposed by law, including MERA and Connecticut General Statutes, as well as the responsibilities set forth in this Agreement.

ARTICLE IV **Seniority**

1. The City shall prepare and file with the Secretary of Local #740, a list of employees showing their seniority in actual time of service with the City. This list shall be revised each six (6) months. Any authorized leave of absence and work-

connected injury leaves shall be included as in-service time for purposes of seniority. Lay-off (up to 24 months) also shall be included as in-service time for purposes of seniority.

2. Seniority is defined as the status of an employee in a department or division, whichever is applicable, for the purpose of promotion and/or vacation. Seniority shall include length of service from date of last employment. When an employee is transferred from one department or division, whichever is applicable, to another for any reason, there shall be no loss of seniority.
3. When a vacancy occurs, a notice shall be posted for a period of five (5) working days so that any employee within the department or division, whichever is applicable, may apply, and the position shall be filled in this order (it may be posted more generally): Section, Division, Department, 740 wide, and outside (includes probationary 740 employees). Skill and ability shall be two of the factors in determining an employee's eligibility to compete for said vacancy. Where skill and ability are relatively equal, the length of service shall control.
4.
 - a. When such a vacancy cannot be filled due to refusals or due to inability's to perform the position after a sixty (60) day break-in period by employees from within the department, said position vacancy shall be posted for a period of five (5) days in all departments within the scope of this Agreement. Bids shall be submitted in writing to the Personnel Director.
 - b. With respect to the successive vacancies, these shall be filled in the same manner as outlined above. If no qualified employee applies for the vacancy, the City may then hire a new employee.
 - c. If within the sixty (60) day break-in period the City determines that the employee is not capable of performing the position he shall be entitled to return to his former position without loss of seniority or rights formerly enjoyed and at the wage rate then paid for his former position. If necessary to provide a vacancy for the reinstatement in the prior position, the employee with the least seniority in the class shall be terminated or returned to the class from which the employee was promoted. Within the sixty (60) day break-in, employees returning to their prior role can return so long as it does not pose a detriment to the Department.
 - d. The employee may within sixty (60) days request to the department head to return to the former position and will be returned if there is no detriment to the Department. On the day the employee returns to their prior role, from the date of that return, the employee shall not apply for any open vacancies for a period of twelve (12) months.

For example: No new employee has been hired, or department has not already incurred hiring costs, or position has not been eliminated.

5.
 - a. New employees shall serve a probationary period of 12 (twelve) months and shall have no seniority rights or recourse to the arbitration provisions of this Agreement in the case of discharge or other discipline during this period, but shall be subject to all clauses in this Agreement. New employees who have completed the probationary period shall be known as permanent employees and the probationary period shall be considered included as seniority time.
 - b. Probationary employees shall serve a six (6) month period before using any accrued vacation time and a three (3) month period before they can use accrued sick time.
 - c. Compensatory time may be used as earned.
6.
 - a. When it is necessary to lay off employees within the bargaining unit, the City shall determine the positions to be eliminated. Layoffs will then take place in that division or department, whichever is applicable, as follows:
 - a-1. Seasonal, part-time and/or probationary employees shall be laid off before regular employees.
 - a-2. If the regular employee or employees holding said position(s) are more senior in length of service in the division, they may then bump less senior employees in other lateral or lower classifications within the division or department whichever is applicable providing they have the skill, ability and certifications, (if the State or Federal government requires such) to perform the job.
 - a-3. Regular employees so displaced shall have the right to bump less senior employees in any division or department, whichever is applicable, within the bargaining unit if the bumping employee has the skill and ability to perform the job.
 - b. Any employee to be laid off shall be given two weeks notice. Notice shall also be given at that time of any bumping rights to said employee along with notice to those who may be affected by said bumping.
 - c. Bargaining unit employees who are on layoff shall be placed on the recall list for up to 24 months and recalled to work first for any bargaining unit positions which may become available and for which they possess the skill and ability to perform the job.
 - d. In the event an employee bumps or is recalled into a position not previously held, the recalled employee shall have a sixty (60) day probationary period to prove capable of performing the position. Recall

eligibility for all employees shall be for two (2) years from the date of layoff.

- e. Recall from layoff shall be in the reverse order of layoff.
- 7. Probationary employees have no contractual right to promotions or transfers unless no 740 employee applies. If they are qualified and move to another position they will serve a new three (3) month probationary period.

For seasonal employees, it is agreed that consecutive months are broken by a removal from the workplace by the city of 10 or more working days.

For the purpose of this Article, no employee who has been employed for more than four (4) consecutive months shall be considered a seasonal employee.
- 8. Shift vacancies will be open for bid and awarded on the basis of seniority. If no candidates are found, assignments will be made on the basis of least seniority.
- 9. Temporary-Transfer - In the case of a temporary transfer to another department or division, such transfer shall be within classification and made on a voluntary basis. If no employee volunteers for such duty, the temporary assignment shall be by least seniority within classification.

ARTICLE V
Hours of Employment

- 1. Regular hours of employment shall be forty (40) hours per week divided equally over five (5) working days, eight (8) hours each as follows:
 - a. Municipal Building Custodial, 4:00 P.M. to 12 Midnight, Monday through Friday. Comfort station as established.
 - b. Highway Department/Transfer Station shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday with one-half (1/2) hour for lunch.
 - c. The length of the work day for those employees assigned to Sanitation Collection shall be governed by an employee incentive program. All shifts shall start at 6:00 A.M. The workweek shall be five (5) day, Monday through Friday. The City will make one (1) sanitation pick-up per week in the inner tax district shall be sub-divided into fifteen (15) relatively equal route sections. Three (3) of these sections shall be collected each day. After the three- (3) routes are collected the Sanitation workers may leave for the day. They shall be paid for eight (8) hours of work.

The City will pay eight (8) hours, even if route is collected in less than eight (8) hours, except during clean-up week and leaf collection period.

Adjustments will be made for the additional load during these periods. Overtime shall be paid at time and one-half for hours worked over forty (40) hours in a given week.

When it becomes necessary for the Sanitation Department to collect double routes because of a holiday the employees shall be paid additional eight hours pay at time and one-half, for the extra route collection.

Workers may leave after their second assigned route collection is completed.

- d. Garage and Warehouse hours shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday, with one-half (1/2) hour for lunch.

Water Filtration and Pumping hours shall be 7:00 A.M. to 3:30 P.M., Monday through Friday, with one-half (1/2) hour for lunch.

The Park Department hours shall be from 6:30 A.M. to 3:00 P.M., Monday through Friday, with one-half (1/2) hour for lunch.

A second shift, if established by the City, shall be from 3:00 P.M. to 11:00 P.M., Monday through Friday. A third shift, if established by the City, shall be 11:00 P.M. to 7:00 A.M., Monday through Friday. The City agrees that it will only establish a second or third shift when a new man is hired or a current employee of the department requests said hours after it determines the need of same on a twelve (12) month basis.

- e. Water Distribution hours shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday with one-half (1/2) hour for lunch.
- f. Water Pollution Control Authority (WPCA) hours shall be from 7:00 A.M. to 3:30 P.M., with one-half (1/2) hour for lunch, Monday through Friday.
- g. Employees may not punch in for work more than five (5) minutes prior to the beginning of their shift or punch out five (5) minutes after the end of the work day. Only eight (8) hours of pay will be paid each day without specific permission from a supervisor.

If an employee is tardy to work more than three (3) times in a calendar year, a verbal warning will be triggered in accordance with Article XXIV, paragraph 2. Subsequent tardiness will trigger the next step of progressive discipline.

The personal clean up period will be no more than ten (10) minutes prior to the end of the work day.

The City reserves the right to implement a different method of time recordkeeping if it deems it to be in its best interest.

- h. Employees are entitled to two (2) ten (10) minute coffee breaks. The time of such breaks is at the discretion of the Department Head except that there should be one break in the morning and one in the afternoon.
- 2.
- a. Time and one-half shall be paid for all hours actually worked beyond 40 hours in one work week. Hours actually worked shall include vacation, holiday, earned day (UED), comp time or any other paid time off, excluding sick time.
 - b. Double time shall be paid for all hours worked on Sunday when Sunday is not part of the regular workweek, except when an employee calls in sick in the same work week following the Sunday worked, in which case, Sunday pay shall be paid at straight time for the hours of sick time used. Comp time, UED, or vacation time may be used in that order in lieu of sick time to preserve Sunday double time.
 - c. Hours actually worked shall include vacation, holiday, earned day, (UED), comp time or any other paid time off, excluding sick time.
 - d. All overtime work shall be distributed equally among employees within the bargaining unit within classification within a division. The City shall prepare and post a list of all overtime hours. This list shall include total hours, hours worked and hours unavailable and shall be posted bi-weekly, (unless extenuating circumstances occur) for the purpose of meeting with the Union President in an attempt to equalize overtime distribution within classification within division. Rejection of or unavailability for an overtime assignment will constitute hours worked for equalization purposes. For snowstorms, tornadoes, hurricanes, floods or other situations as declared by the City Manager, the Director of Public Works or any appropriate department head, employees shall call in to make themselves available for overtime assignments and shall be required to provide their immediate supervisor with a telephone number where the employee can be reached for call-in purposes. The Supervisor must leave a message the first time he calls, then must call a second time (not required to leave another message) before calling in a supervisor. In the event of overtime unequalization, within 20 hours, the City shall equalize said overtime within the next forty five (45) day period provided the Union or employee has made the City aware in writing of such unequalization within ten (10) days of said meeting held for purposes of attempting to equalize overtime distribution. A copy of the stand-by log must be mailed to the Union President once per month for review.

- e. At least once per month, the City shall provide a list of all overtime worked and the name of the employee who worked the overtime assignment. Included in this list shall be the date, the project worked, the time spent, the name of the employee who worked the project, and the names of other employees who were called including the names of the employees who did not answer or refused the call. This list shall be provided via email or upon mutual agreement in writing.

- f. Any employee called into work outside normal hours of employment or on any day not part of their regular schedule shall be granted a minimum of 4 hours pay, (said employee shall receive no additional pay for any other emergency duties performed during the original 4 hour period of a recall) except:
 - 1. Any employee who reports to work 45 minutes or less prior to their normal start time regardless of time of call in will only receive pay for hours actually worked.
 - 2. Any employee who does not report to work within 45 minutes of original call in time (supervisor may waive this due to unforeseen circumstances) as designated by the supervisor will only receive pay for time actually worked.
 - 3. Any employee returning to work less than 45 minutes after employees normal end time will only receive pay for hours actually worked.

- g. It has been the practice of the City to allow a bonus of three (3) hours of pay at straight time when an employee works 16 hours, as approved by the Director of Parks and Recreation and Director of Public Works or the Director of Public Utilities, even if they do not have a rest period. The City agrees to continue this practice until the next contract negotiation.

It is understood that employees during all 12 months of the year are obligated to remain for overtime worked due to extended hours as approved by the Director of Public Works or City Manager, once at work, until dismissed by their supervisor. Employees failing to remain at work may be disciplined. In the event the employee has a legitimate emergency necessitating them leaving the work place they will clear their departure with their supervisor.

It is understood that if an employee is not brought in on a rest period on a Saturday and for example works 20 hours they will be paid for the 20 hours at time and one half and will receive a three (3) hour straight time bonus for the 16 hours worked if 32 hours are worked two (2) three (3) hour straight time bonuses are to be paid. However the City encourages 4

hour rest periods after 16 hours of work. Rest Periods are at time and one-half up to four (4) hours.

- h. An assignment of overtime work, other than emergency, shall be made at least two (2) hours in advance on the work day by the employee's supervisor whenever possible. For weekend overtime, the employee shall be notified no later than the lunch break on Friday.
- i. Employees required to work the second or third shift shall receive in addition to their base pay a premium for this work.

Second shift- ten percent (10%) - begins at or after 3:00 p.m. Third Shift- ten percent (10%)- begins at or after 11:00 p.m.

When it is necessary to rotate shifts or hours, these shall be negotiated mutually one (1) month in advance.

- 3. Employees will be allowed to accumulate compensatory time in lieu of OT worked for the following rates.
 - a) Employees may choose comp time at a rate of 1-½ hours for each one-hour of time and one half worked.
 - b) Employees may choose comp time at a rate of two (2) hours for each one-hour of double time worked.
 - c) Effective 7/1/11 employees may accumulate up to eighty (80) hours of comp time per fiscal year. Comp time must be used within twelve (12) months of earning it, if not, the employee will be paid in October at the employees June 30th rate of pay. Use of comp time requires prior permission of at least twenty-four (24) hours. However, in emergency situations not covered by sick time, employees may request the use of up to eight (8) hours of comp time within the first thirty (30) minutes of a shift. This is intended for occasional emergency circumstances; it is at the sole discretion of the City.

Employees may use time from the previous year (7/1-6/30) during the period July 1st - September 30th.

Beginning January 1, 2001, flextime will be allowed with mutual agreement between the employee and management. Employee's hours may be changed to start earlier or later, but no less than eight (8) consecutive hours per day. This may be a temporary change on a daily basis, or seasonal basis dependent on the City's needs. All hours will be between 5:00 a.m. and 7:00 p.m. No additional compensation (i.e., shift differential) will be paid for flextime arrangement.

ARTICLE VI

Wages

1. Employees hired after July 1, 2009 will stop at Step H (New) of the wage scale. Current employees who as of July 1, 2009 are at step G or below will stop at step H before advancing to new step I. (see attached)

2. In the case of promotion, the rate of the promoted employee shall be increased to that step in the new range next above his rate of pay prior to promotion. After successfully completing the sixty (60) day probationary period (City may extend by an additional 30 days), the employee's rate of pay shall be increased to the next higher step.
 - a. Employees who are temporarily assuming work at a higher level will be given an increase of no less than 10% above current salary.
 - b. Employees assuming the work for more than five (5) consecutive work days, in which case they will be given an increase of 15% day 6 and beyond.
 - c. The increase shall be no higher than the salary that the job that they are assuming.
 - d. When an employee has worked in a higher classification for six (6) months in a temporary status, the position will be posted and filled.

3. Regular step movement will occur on July 1, of each year, except:
 - a. Employees hired after December 13, 2018, shall not advance a step until completion of their 12 month probationary period, i.e. on their one (1) year anniversary.
 - b. Employees who are promoted shall not receive a July 1 step increase if July 1 falls within their 60-day promotional break-in period; the next step will occur on the following July 1.

4. New employees must sign up for direct deposit within two (2) weeks of employment.

5. General wage increases: Increases are reflected in the Public Works Matrices attached in Appendix A.

July 1, 2023	3.5% (retroactive to July 1, 2023)*
July 1, 2024	3.25% (retroactive to July 1, 2024)*
July 1, 2025	3.25%

* Retroactive payments are due only to employees who are on the City's payroll as August 12, 2024.

6. There are three (3) lower level positions:

Laborer's Helper	Level 34 A
Auto Service Person	Level 34 B
Highway's Helper	Level 34 A

Steps BB will be five percent (5%) lower than step A. Step AA will be five percent (5%) lower than step BB. See appendix A as attached.

All Helper positions shall have a starting wage beginning at Step AA.
All Helper positions shall advance to Step BB after one (1) year of service. All Helper positions shall advance to Step A after two (2) years of service.
All Helper positions shall advance on the wage scale annually on July 1 thereafter.

7. For employees hired or promoted as Water/Sewer Plant Operator I they will move to an Operator II position after completion and passage of the State Certification examination.

8. Jury Duty

a) Employees required to serve on Jury Duty shall be entitled to their normal full weekly pay figures at their base rate for each day of said duty. The difference between that which is received for pay for Jury Duty daily and their normal base daily pay shall be paid by the City.

b) Any employee required to appear in court (except as a defendant in a motor vehicle or criminal case) during his workday shall receive full pay for the time lost from work.

9. Transportation allowance for all members of the bargaining unit using their own cars for City-approved business shall be at the prevailing rate allowed by the IRS.

10. It is understood that take home cars are not a permanent benefit and can be removed at anytime. Removal of cars will not be grieved.

11. Employees shall be eligible to participate in the City's tuition reimbursement policy in an amount up to \$1,000 per fiscal year.

ARTICLE VII

Job Reclassification Committee

The City and the Union shall have equal representation on the Job Reclassification Committee as designated by each party.

A job reclassification committee shall be the designated authority responsible for the maintenance of the job classification system during the term of this Agreement or any extension thereof. Said committee shall be authorized to review job descriptions of newly created jobs and/or changed job descriptions for current jobs and assign points for grade placement in the pay plan. The City and the Union shall have equal representation on the committee as designated by each party.

Employees may request a review of points assigned to their position or if there are any changes in job duties. The written request shall be submitted for review to said committee, the committee and, if appropriate, as determined by the committee, a job consultant will review the appeal and render a decision within sixty (60) calendar days of receipt. An employee who receives a grade adjustment pursuant to a review shall be given a wage adjustment, if applicable, retroactively to the date the review request was received by the Committee.

If the job reclassification committee reaches impasse on an issue before it, such dispute shall be submitted to an arbitrator chosen by the committee. If the committee cannot agree on an arbitrator, then it shall be submitted to the American Arbitration Association for decision. The Arbitrators decision shall be final and binding. The cost of the Arbitration shall be borne equally by the parties.

ARTICLE VIII

Longevity

1. Annual longevity payments shall be based on the following formula for full-time employees in the bargaining unit hired before 1/1/12:
 - A. Employees who have completed five (5) years of service = \$150.00
 - B. Employees who have completed ten (10) years of service= \$225.00
 - C. Employees who have completed fifteen (15) years of service= \$350.00
 - D. Employees who have completed twenty (20) years of service= \$450.00
 - E. Employee who have completed twenty five (25) years of service= \$600.00
 - F. Effective 7/1/17 for employees hired before 1/1/12 who have completed 30 years of service = \$750.00

Longevity payment shall be made in the first or second week of December of the year during which the necessary years of service have been attained and thereafter annually in accordance with the formula. Said payment shall be in one lump sum Longevity shall not be prorated.

ARTICLE IX
Insurance

1. The City shall provide and pay for insurance as outlined below and in the attached Appendix or the equivalent coverage, including service and benefits for all employees of the Bargaining unit and their enrolled dependents less any applicable cost share as outlined herein:

PREFERRED PROVIDER ORGANIZATION PLAN (PPO)

The PPO was phased out for all new employees as of 6/30/2017. Any employee in the PPO as of 6/30/2017 has the option to remain in the PPO.

The new PPO employee bi-weekly cost shared under this Agreement are as follows:

7/1/2023	With Wellness: 26.5%	Without Wellness: 28.5%
7/1/2024	With Wellness: 27%	Without Wellness: 29%
7/1/2025	With Wellness: 28%	Without Wellness: 30%

An employee who will be precluded from participating in the Health Savings Account (“HSA”) under the High Deductible Health Plan (“HDHP”) because the individual is/will be enrolled in Medicare Part A and/or received non-preventative medical services from the Veteran’s Administration in the fiscal year, will be enrolled in the PPO plan as of July 1 of that year. The PPO cost share for these employees is 3% less for each year than the current PPO cost share for those not precluded from participating in the HSA under the HDHP.

For example: For 7/1/2023 under the PPO plan, 23.5% With Wellness and 25.5% Without Wellness for those precluded from participating in the HDHP/HSA.

HDHP/HSA

Annual Plan Deductible

Single: \$2,000

Member + 1/Family: \$4,000

Annual City Contribution to HSA Account*

Single: \$1,000

Member + 1/Family: \$2,000

* The first semi-annual contribution by the City under the HDHP for those hired between January 1-June 30 and July 1-December 31, respectively, will be pro-rated based on the eligibility date for the plan.

For those employees not subject to the foregoing pro-ration, the City will fund 50% of the annual contribution in July and 50% in January.

The new HDHP/HSA employee bi-weekly cost shares under this agreement are as follows:

7/1/2023 (effective upon ratification)	With Wellness: 15.5%	Without Wellness: 20.5%
7/1/2024	With Wellness: 16%	Without Wellness: 21%
7/1/2025	With Wellness: 16.5%	Without Wellness: 21.5%

HDHP/HSA In-Network Prescription Drug Benefits: There are post deductible in-network prescription drug employee cost shares in the amount of \$5.00/\$25.00/\$40.00. Mail order drugs: \$10.00/\$50.00/\$80.00. Benefit is unlimited. National formulary is applicable. Subject to \$4,000/\$8,000 out of pocket maximums.

HSA contribution forms for the sick time payout need to be submitted to the Human Resources Department by June 1 or the next business day of the respective year. Longevity contribution forms must be received by November 1 or the next business day of the respective year.

Wellness:

To qualify for the wellness cost share discount, the employee must meet the wellness standards adopted by the City as may be amended from time to time by the City. Notice of any changes will be provided to the Union. Members who are unable to meet the standards are allowed to either obtain a waiver if they provide a doctor's medical certificate regarding their inability to medically meet the standards, or participate in coaching through the medical provider.

1. Life insurance for all full time permanent employees shall be one (1) times salary. The entire cost of such coverage shall be paid for by the City.
2. If the City can provide the equivalent service and benefits of all insurance coverage as presently provided for in this Article through another insurance carrier, the City shall have the right to substitute insurance carriers. Prior to changing insurance carriers the City shall notify the Union in writing of such intended change and agrees to discuss such change with the Union if so requested. Any dispute regarding equivalency of benefits and service shall be subject to Article XVIII, Grievance Procedure, beginning at Section 1.c.
3. The Union agrees to participate and be represented on the Health and Medical Insurance Advisory Committee. The call of the Committee is to explore and continue to recommend ways to curb escalating costs and maintain the current level of benefits, if at all possible. If any such recommendations require contract language changes, the Union agrees to present the recommendation to the bargaining unit for acceptance.

The Union agrees to take part in a Labor Management Committee to contain the cost of Health Insurance. The parties shall mutually agree to the substance governing rules of said committee

ARTICLE X
Pension

(For employees hired before July 1, 2011,) The Pension Provisions of the City of Meriden Ordinance on Pensions are hereby incorporated into and made part of this Agreement through bargaining between the Coalition of Unions and the City.

For employees in the City Pension Plan above, who meet the Rule of eighty (80) and have fifteen (15) years of pensionable service, are eligible for health insurance, including dental, as is offered to active employees with the same monthly cost share and spousal coverage at fifty percent (50%) plus the active cost share until age sixty five (65).

Employees hired on or after July 1, 2011, the exclusive retirement plan, provided by the City for all full time employees shall be a direct contribution money purchase plan qualified under Section 401(a) of the Internal revenue Code. Effective July 1, 2024, employee and city contributions to the Section 401(a) plan will increase from a mandatory contribution of five percent (5%) to a mandatory contribution of six percent (6%). Effective with the first pay period following the date the employee has been credited with 10 years of service, mandatory city and employee contributions will increase to seven percent (7%).

ARTICLE XI
Holidays

1. The following Holidays shall be observed as days off with pay:

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

- a. If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding day. For employees who work other than a Monday through Friday schedule, when a holiday falls on a scheduled day off, the next regularly scheduled workday shall become the holiday.
- b. Holidays' occurring during an employee's extended sick and/or vacation leave shall not be charged against his extended sick and vacation time.
- c. Double time shall be paid for all work performed on holidays.
- d. In the event of an unforeseen national or state holiday, and it is declared as such and is, in fact, celebrated by the municipality, each employee shall receive that additional holiday.

- e. In addition to the above listed Holidays, all full time, nonprobationary employees shall receive two (2) Floating Holidays(s) per year.
- f. Floating Holidays must be used within the calendar year they are given; if not used by December 31st of each year, they will be deleted from employee's accrual bank.
- g. Floating Holidays can only be taken in increments of one quarter (1/4) hour. Twenty-four (24) hours notice must be given to take this time except that a Department Head or Division Head may waive the notice provision.

ARTICLE XII
Vacations

1. The following vacation schedule shall be in effect for employees of the bargaining unit.
 - a. Each employee who has completed six (6) months of service but less than one (1) year shall be entitled to a vacation with pay of one (1) week annually (five (5) working days).
 - b. Employees who have completed one (1) year of service shall be entitled to a vacation with pay of two (2) weeks annually (ten (10) working days).
 - c. Employees who have completed five (5) years of service shall be entitled to a vacation with pay of three (3) weeks annually (fifteen (15) working days).
 - d. Employees who have completed ten (10) years of service shall be entitled to a vacation with pay of four (4) weeks annually (twenty (20) working days).
 - e. Employees who have completed twenty (20) years of service shall be entitled to vacation with pay of five (5) weeks annually (twenty-five (25) working days).
 - f. Vacation credit days shall not normally accumulate from year to year except that vacation may be carried over to the following year in accordance with the rules and regulations of the Personnel Department. The only exception would be if an employee is out on a valid workers' compensation claim.

As of December 31, 2010 employees will not be allowed to accumulate more than one and one half (1 ½) times their annual allotment. Any time over the allotment will be forfeited on December 31st of the year it is

earned in. Exceptions may be made in extenuating or extraordinary circumstances solely at the discretion of the Director of Personnel for requests made by December 15th of each year.

- g. Employees will be granted vacation pay in advance of vacation upon written request at least one week in advance.
 - h. An employee shall notify their immediate supervisor at least twenty-four (24) hours in advance for a vacation leave of one (1) or two (2) days and at least seventy-two (72) hours in advance for vacation leave of three (3) days or more.
2. Employees shall no longer receive earned days. Employees may keep their balance of earned days to use in accordance with these provisions. Said earned day may be taken with the mutual consent of the employee and the department head after mutual agreement as to the convenience of both the employee and the City.

Earned time may be taken in increments of one quarter (1/4) hour.

Effective 1/1/10 no employee may be paid out for more than 25 days of earned time upon resignation, termination or retirement. Unused time is forfeited.

Effective 1/1/09 no new 740 employee hired/ transferred into 740 may be paid out for more than 40 hours of earned time upon resignation, termination, or retirement. Unused time is forfeited.

Employees may request the use of earned time in an occasional emergency situation; it is at the sole discretion of the City to grant such time.

Employees may request (no more than twice per contract year) the use of Earned Time on an occasional basis with less than twenty four (24) hours notice but within fifteen (15) minutes of the start of the work day. Management may only deny the request if there is an operational/staffing shortage.

- 3. An employee who becomes seriously ill or injured while scheduled to go on vacation or is on vacation shall have the opportunity to change his vacation schedule provided that sufficient evidence by way of a physician's certificate attesting to his bona fide illness is furnished to the department head.
- 4. In the event of the death of an employee, the Estate of the employee shall receive any vacation pay due the employee in a check made payable to the Estate of the employee.

5. For employees hired after January 1, 2001 vacation time shall be accrued on a monthly basis. For employees hired prior to January 1, 2001 vacation time is given in January of each calendar year.

ARTICLE XIII
Sick Leave

1. Sick leave as used in this Article is defined as absence from work without loss of pay as a result of a bona fide illness or injury. An employee utilizing sick leave shall report their absence from work to the immediate supervisor within the first hour of the scheduled work day.
2. Each employee shall be entitled to a sick leave with full pay of fifteen (15) working days in any one fiscal year. Employees hired after July 1, 1987, shall earn and accrue one and one-quarter (1- $\frac{1}{4}$) days of paid sick leave per month to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated from year to year to a maximum of ninety (90) working days.
 - a. Employees shall utilize their allowance of sick leave when unable to perform their work duties by reason of illness or injury, pregnancy, necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, or illness in the immediate family or household of the employee for such period as the attendance of the employee may be necessary. Immediate family is defined for the purpose of these rules to be parents, stepparents, grandparents, spouse, brothers, sisters, child, stepchild, or grandchild.
 - b. Employees who are absent for three (3) or more consecutive working days may be asked to submit, to the Department Head or the Director of Personnel, a statement from a physician stating the reason for the absence to support the claim for sick leave.
 - c. In the event of an indication of abuse of sick leave privileges, the Division or Department Head, whichever is applicable, may require a statement from the attending physician.
 - d. Sick leave shall not accrue during any days absent for a suspension or any leave without pay over 15 days in one month.
 - e. Sick leave shall continue to accumulate during leaves of absence with pay and during the time the employee is on authorized sick leave or vacation time.
 - f. Additional leave with pay may be granted as warranted by the Personnel Director, when applied for by an employee in writing to the Personnel Director stating the reason for the additional special leave.

- g. When an employee reaches his/her ninetieth (90) day maximum accumulation of sick leave in any fiscal year, a separate accounting shall be maintained in order to provide payment for his/her base daily rate of pay for each unused sick leave day beyond the ninety (90) which the employee would have accumulated. The maximum number of days beyond ninety (90) days which will be computed at the employee's base daily rate of pay shall be fifteen (15) days in any fiscal year. Employees hired after 7/1/11 will be paid out one half (1/2) their accrual up to seven and a half (7-1/2) after ninety (90). Such payment shall then erase all accumulated sick leave beyond ninety (90) days for said fiscal year. Payment for above unused sick leave shall be made in one lump sum in July of the fiscal year following that year in which the payment is for. This payment shall be made in a separate check from usual weekly wages.
3. An employee, upon formal retirement, lay off, termination without cause, or death shall be entitled to full compensation in a lump sum for that portion of unused sick leave which has been accumulated, not to exceed ninety (90) days. In the instance of death, the employee's estate shall receive such lump sum unused sick leave payment. For the purpose of this section, after twenty-five (25) years of continuous regular service with the City, employees shall be entitled up to a maximum of ninety (90) days with full compensation. After fifteen (15) years of continuous regular service with the City, an employee is entitled to seventy-five percent (75%) of his accumulated sick leave not to exceed ninety (90) days. After ten (10) years of continuous regular service with the City, an employee is entitled to fifty percent (50%) of his accumulated sick leave not to exceed ninety (90) days. Employees hired after 7/1/11 who have worked more than ten (10) years shall be entitled to one half (1/2) of unused sick leave which has been accumulated not to exceed forty five (45) days, except that any employee with twenty five (25) or more years of City service at retirement may be paid out up to sixty (60) days of accumulated time.
4. For the purposes of determining wages, employees may take sick leave increments of one quarter hour.
5. The Union may request a summary status report showing the accumulated sick leave-of all bargaining unit employees. Sick leave data is reported on the employee's pay stub each pay period.
6. When recalled to work, (within 24 months) laid off employees shall be credited with the same number of sick leave days they had accumulated to their credit at the time of their layoff if no cash payment was given pursuant to Section 3 above.
7. The Union President or in his/her absence the Union Vice-President may request that sick time donations be made to employees. These donations must be approved by the Personnel Director. Employees may donate up to five sick days

per year. Restrictions on the amount of time donated, use of time, how often an employee may receive donations is within the sole discretion of the Personnel Director. Employees must exhaust their accumulated sick leave before being eligible for sick donations. All donated time will count towards and not be in addition to an employee's FMLA entitlement.

It is understood that employees who donate time must be donating their sick time only, no vacation, earned time or floating holidays. This will not affect their earned days.

ARTICLE XIV

Injury Leave

1. An employee absent from duty because of compensable occupational, Workers' Compensation injury and /or disease shall have injury leave coded for his/her absence.
 - a. Injury Leave shall mean paid leave given to an employee due to a compensable occupational injury and/or disease arising out of and in the course of his/her employment with the City. Employees of the City are covered by the Workers' Compensation Act, that being Chapter 568 of the State of Connecticut General Statutes. The City, in the case of a compensable occupational injury and/or disease, shall continue the employees full normal base pay during his/her absence up to eight (8) months, in duration for each compensable occupational injury and/or disease. Employee compensable occupational injuries and/or diseases exceeding the aforesaid duration shall receive his/her workers' compensation rate, that being determined by the Workers' Compensation Act, Section 31-307.
 - b. Employees sustaining a compensable occupational injury and/or disease requiring medical attention and /or treatment shall report to a competent physician, surgeon, clinic or hospital within the City's Third Party Administrator's approved Medical Care Plan Network. (This is available in the Office of Safety and Risk)
 - c. Employees who's injuries are being contested (form 43-67) by the City shall be coded Q-time for his or her absence. Q-time shall mean the employee receives his or her full normal base pay and a "Q" shall appear on his or her payroll sheet for his or her absence. Q-time is coded for a contested injury or disease or an injury or disease where the City has inadequate time or information to determine compensability. Q-time shall continue during his or her absence up to eight (8) months if necessary. After eight (8) months the employee shall be coded sick time or other paid or unpaid leave.

- d. Employee injuries and/or diseases that are contested (form 43-67) by the City or Third Party Administrator, shall have thirty (30) calendar days in which to file a request for an informal hearing with the Workers' Compensation Commissioner having jurisdiction. Employees who file said request shall be coded Q- time until the compensability of the injury and /or disease is adjudicated. Sick time or other paid or unpaid leave shall be coded if an employee fails to file the aforementioned request within the thirty (30) calendar days. Q-time shall be changed to sick time or other paid if the City prevails at the aforesaid Workers' Compensation hearings. If the employee prevails at the aforesaid hearings, the Q-time shall be changed to injury leave.
- e. An employee having a compensable occupational injury and/or disease, who has been released to return to work by his/her physician to a limited , modified or restricted duty, shall be provided, at the City's, discretion, limited modified and/or restricted duty assignments as devised by his/her Department/ Division Head. All such assignments shall be within the employee's physical restrictions set forth by the employee's treating physician prior to returning to work. All such assignments shall be temporary in nature, subject to change, and shall not constitute a permanent condition. An employee who has reached maximum medical improvement, and is permanently and physically unable to return to his/her regular duties and essential function as a result of a compensable occupational injury and/or disease, may apply for a position within the City for which he/she is physically and professionally qualified, may pursue his/her right to disability pension. , or may matriculate in an approved vocational rehabilitation program as outlined in the Workers' Compensation Act; however, this does not guarantee a City position.
- f. An employee who has a compensable occupational injury and/or disease shall comply with all sections of the Workers' Compensation Act being Chapter 568 of the State of Connecticut, General Statutes.
- g. It is understood that changes to the injury leave as defined above will not affect any employee with an injury that pre dates October 17, 2011.

ARTICLE XV
Bereavement Leave

- 1. a. In the event of a death of a mother, father, sister, brother, spouse, child or stepchild or anyone who you have a in loco parentis relationship with the employee shall be permitted five (5) days off at his regular rate of pay for the purpose of attending the funeral and providing for matters incident to the death.
- 1. b. In the event of a death of an in-law, grandmother, grandfather, step parent, aunt, uncle or grandchild employee shall be permitted three (3) days off at his regular

rate of pay for the purpose of attending the funeral and providing for matters incident to the death.

2. Employee shall be granted one (1) day's leave with pay in the event of the death of other relatives.
3. The aforementioned days may be extended for extenuating circumstances when requested by the employee and approved by the department Head and Personnel Director. Said request and approvals shall be in writing.

ARTICLE XVI

Health and Safety

1. In order to have a safe place to work, the City agrees to comply with all laws applicable to its operation concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City.
2. The City shall furnish rubber gloves and rubber footwear for all work on sewers, rubbish, and for the asphalt workers and foul weather clothing to all employees required to work outside in foul weather.
3. The number of people (drivers and helpers) assigned to a vehicle performing snow plowing and sanding operations will depend upon need as determined by the City. In determining need such factors as the following shall be taken into consideration: route difficulty, condition of vehicle, employee safety, severity of storm, length of assignment, etc.
4. Garbage truck drivers shall remain in the cab while garbage is being collected.
5. If an operator of mechanical equipment feels the equipment is unsafe to operate, he may refuse to operate the equipment until inspected by the garage mechanic with the Fleet Manager.
6. Effective July 1, 2009, the City shall furnish the following uniform apparel for all permanent employees of Local #740.
 - 12 Shirts
 - In summer, 6 shirts may be tee-shirts and/or golf shirts at the City's discretion.
 - The shirts cleaning and care is the responsibility of the employee
 - 2 - Sweatshirts
 - 11 Trousers (More may be provided at the city's discretion to employees dealing with bio-hazards or chemicals).
 - 1 winter Jacket
 - 1 - lightweight jacket

All employees will follow the Local #740 Uniform policy as appended to this contract.

The City shall also provide weekly laundry service. Clothing will be replaced as needed based on wear and tear at the City's discretion.

The parties agree to sit down within 6 months of the signing of this agreement and discuss uniform apparel for permanent employees of Local 740. This may include removing certain items currently listed and adding new items as long as the cost is comparable. The union agrees to survey its members as to what uniform/clothing items they currently utilize and those which they receive and do not use.

7. All employees will be required to work extended hours, such as snowstorms, tornadoes, hurricanes, floods and other situations as declared by the City Manager or any appropriate Department Heads, will be required to remain at work until all sections of the City are secure or they are dismissed from duty by the Department Head or his/her designee. Any employee required to work two (2) sets of sixteen (16) consecutive hours shall be released if practical (in extreme situations the City may not be able to release employees) from duty the following work day if they do not have at least an eight (8) hour break before said day. Said day shall be charged at one half (1/2) of the employees choice of earned leave once per year. Any employee showing signs of fatigue which would interfere with the performance of his duties will be dismissed by his supervisor and shall use accrued time until his next regular work day or until an appropriate time for rest has occurred.
8. The water wagon will accompany sweeper operation where practicable to eliminate dust.
9. Eyeglasses which are damaged in the actual performance of City work shall be replaced by the City. Annual eyeglasses reimbursement will be capped at three hundred dollars (300.00).

Employees must show original receipt for purchase of replacement item along with a signed statement from the supervisor that the damage happened at work. Request must be submitted within thirty (30) days of damage

Employees are required to use appropriate protective equipment such as goggles and straps to avoid damage.

10. All employees will wear safety-toed shoes at work. The City will replace safety-toed shoes once per year. Replacement will occur on or before September 1st each year.

Employees who want shoes purchased will go on their own time to purchase shoes on a City Purchase Order (PO). Shoes will be covered by the City up to one hundred twenty five dollars (\$125.00).

Effective 7/1/24 Shoes will be covered by the City up to one hundred and eighty-five (\$185.00).

11. The City will replace damaged or broken tools for mechanics if broken on the job in normal use. A receipt for replacement will be required.

ARTICLE XVII

Union Activities

1. Union officers shall be allowed to attend official Union conferences, training sessions, seminars, and lectures for the purpose of obtaining information which may enable them to better function as officials of the Union. The Union will give adequate prior notification (at least 48 hours) of such meetings to the Department Head and the Personnel Director.
2. Officers designated by the Union to attend such functions shall be allowed the necessary time off without loss of pay. Total days off for these functions for all members of the Union shall not exceed fifteen (15) in any fiscal year.
3. No more than two (2) union officials shall be on paid time for grievance hearings through the arbitration process unless testifying.

ARTICLE XVIII

Union Stewards

1. Employees within the Bargaining Unit may be represented by one (1) steward in each department or division, whichever is applicable. The Union shall furnish Management a list of the stewards' names and their assigned department or division, whichever is applicable, and shall keep this list current at all times. Alternate stewards may be appointed by the local Union President to serve in the absence of the regular stewards.
2. When required by an aggrieved employee, the steward or another Union officer may investigate any alleged or actual grievance in their assigned division or department, whichever is applicable, and assist in its presentation to the immediate supervisor. He shall be allowed reasonable time therefore, during working hours, without loss of time or pay upon notification to his immediate supervisor.

ARTICLE XIX
Grievance Procedure

1. No employee with the exception of probationary employees and seasonal employees shall be removed, dismissed, discharged, suspended, fined or reduced in classification except for just cause. Should any employee, group of employees, or the Union feel aggrieved concerning disciplinary action, wages, or conditions of employment as controlled by this Contract, they may appeal in accordance with the following established procedure. Probationary employees may be discharged during the probationary period without recourse by the employee or the Union to the arbitration provisions of this Agreement.
 - a. The Union shall, within thirty (30) calendar days of the event which gave rise to the grievance or knowledge of the event which with reasonable diligence could have been ascertained, submit such grievance in writing to the Department/Division Head, setting forth the nature of the grievance. Within five (5) working days after said person receives such grievance, he shall arrange to and shall meet with the representative of the Union for the purpose of adjusting or resolving such grievance.
 - b. If such grievance is not resolved to the satisfaction of the Union by the Department/Division Head within seven (7) working days after such meeting, the Union may present such grievance in writing within ten (10) working days thereafter to the Personnel Director or his/her designee. Within ten (10) working days after said Personnel Director or his/her designee receives such grievance, he shall arrange to and shall meet with the representative of the Union for the purpose of adjusting or resolving such grievance.
 - c. If such grievance is not resolved to the satisfaction of the Union by the Personnel Director within ten (10) working days after such meeting, the Union or the City may within ten (10) working days thereafter submit the grievance to the Connecticut State Board of Mediation and Arbitration for the purpose of mediation.
 - d. If such grievance is not resolved through Mediation, the Union may submit the grievance to arbitration to the Connecticut State Board of Mediation and Arbitration within ten (10) working days after such mediation session. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary action, the Board of Mediation and Arbitration will have the power to uphold the action of the City or rescind or modify such action, and such powers shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay.

- e. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself, except that the Union only will have the right to file for arbitration and any request for arbitration filed by an employee shall not be considered valid unless the union has agreed in writing to allow such arbitration to proceed. In that event, the employee shall be responsible for any costs that might be otherwise assessed the Union under the terms of this Agreement.
 - f. Time limits provided for herein may be extended by the agreement of both parties.
 - g. In the event the City alleges violation of the terms of this Agreement by the Union or any of its agents, the City may process a grievance to arbitration after consultation with the Union.
2. The cost, if any, for the services of the arbitrator or the arbitration panel shall be apportioned equally between the City and the Union. Any costs undertaken unilaterally by any of the parties in preparation of, or in the presenting of arbitration case shall be borne by the party undertaking such costs.

ARTICLE XX
Employees to Receive Copies of Agreement

The City shall, within thirty (30) days after the signing of this Agreement, post the Agreement on the City's website.

ARTICLE XXI
Licensing

1. All employees whose job descriptions require special licenses and whom do not have such license; will be required to obtain them. Each employee will have up to 18 months to pass the licensing exam after meeting the minimum qualifications established by the State for testing. Employees that do not pass the test within the allotted time period, will be returned to his former position and compensation without loss of seniority rights formerly enjoyed unless waived by the Personnel Director (i.e. illness) or be terminated if they were not a former 740 employee who can bump. All tests taken on City time will be paid at straight time and will not result in overtime for that week. The City allowing employees to take promotions without appropriate education and/or license does not waive the right to require such education or licensure at anytime in the future.
2. All expenses associated with obtaining and/or renewal of a State of Connecticut Driver's License endorsement to carry Hazardous Materials per the USA PATRIOT ACT shall be paid by the City. This shall include any time necessary for testing, fingerprinting or any other and/or additional requirement of the State of Connecticut.

3. The city agrees to meet with the union regarding ideas for training of 740 employees which do not add additional cost to the city's payroll or benefits or take away from time necessary for functions of each department.

ARTICLE XXII
Strikes and Lockouts

The Union agrees that it will not call, promote, condone or participate in any strike, sick- out, sympathy strike, slowdown, concerted stoppage of work against the City, or any other intentional disruption of the operations of the City during the life of this Contract, and the City agrees that there shall be no lockout. In the event of any of the aforementioned activities by members of the bargaining unit, the Union agrees to direct said bargaining unit members to immediately return to work.

ARTICLE XXIII
Non-Discrimination

The employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee in a manner which would violate any applicable laws because of race, color, creed, sex, nationality, qualified handicap, or political belief, nor shall the Employer or the Union discriminate against any employee because of his membership or non-membership in the Union.

ARTICLE XXIV
Employee Discipline

1. Employee Discipline: The City shall not discipline or discharge any employee who has successfully completed his probation period without just cause. The City further agrees that disciplinary action shall be in a timely manner.
2. Corrective Discipline: The City agrees with the tenets of progressive and corrective discipline, where appropriate. Said tenets where warranted, shall include:
 - a. Verbal warning;
 - b. Written warning;
 - c. Suspension;
 - d. Dismissal;

Suspension may range from one (1) day to two (2) weeks depending on the severity of the infraction.

3. The parties agree that disciplinary procedures constitute a corrective process designed to improve an employee's behavior through counseling and to make the employee aware of the fact that failure to change will result in increased penalties.

When an employee is to be questioned regarding an incident that may affect the job security of such employee, the employee shall have the right to Union representation.

4. An oral reprimand shall not be deemed to have been issued unless the employee has been advised in writing that he has received an oral reprimand and a notation of such reprimand be made part of the personnel file.
5. No written reprimand shall be deemed to have been issued unless the written communication is labeled a written reprimand. The record of an oral reprimand shall not be used for basis of further progressive discipline after six months provided the individual has received no further discipline in the interim. The record of a written reprimand shall not be used for the basis of further progressive discipline after twelve months provided the individual has received no further discipline in the interim. If the employer has reason to reprimand and or counsel an employee it shall not be done before other employees or the public.
6. When the appointing authority has reason to suspend or discharge an employee, the employee shall first be entitled to a pre-disciplinary hearing, with a representative of his choice, to respond to the alleged charges.

After such hearing, if the appointing authority feels the employee should be disciplined it will be done within two (2) weeks of the hearing and in the following manner:

- a. Notice shall be in writing with a copy to the Union.
 - b. State the charges.
 - c. State the acts or omissions upon which the charges are based.
 - d. State the discipline imposed and the effective date or dates.
 - e. State the employee's right to appeal the action through the grievance procedure.
 - f. Serious discipline may be submitted directly to the State Board of Mediation and Arbitration.
7. Removal of Discipline: Any written warning in an employee's file will be removed from the file after three (3) years, if there has been no recurrence of the type or kind of conduct giving rise to the warning.
 8. Employees with DUI: The City's insurer will not insure an employee for three (3) years from the date of a DUI offense. An employee who is required to maintain a State of Connecticut driver's license, as part of their position, and who loses his or her driver's license due to a first DUI offense, will be offered any vacant position available within the bargaining unit which doesn't require a driver's license. If no position is available said employee will be discharged and placed on a list and offered any such position that opens within three (3) years from the date of their discharge. After three (3) years (for a period of two (2) years with no

disqualifying offenses, they may be placed into any position for which they are qualified. This does not supersede seniority rights of current employees.

If the employee returns within the period specified within this agreement, seniority shall resume. If the employee was not vested in the pension plan at time of discharge, or took their funds within the period specified in this agreement, they will be placed in the DC plan. If the employee was vested in the pension plan at time of discharge, and did not remove contributions within the period specified in this agreement, they will not be considered newly hired and may continue in the City Pension Plan.

The City may make a request for a waiver from the insurance company if the employee in question has extensive training and/or is highly skilled in a technical area that would be difficult to replace. The insurance company has the sole discretion to grant the waiver.

ARTICLE XXV

Employee Assistance Program

The Employer and the Union recognize the value of counseling and assistance programs to those employees experiencing personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities.

The Employer and the Union will therefore aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance when necessary.

The records concerning an employee's treatment for alcoholism, drugs or chemical substance, or stress related problems shall remain confidential and shall remain separate from other personnel materials.

The Employer and the Union agree that employees being rehabilitated will have income while in the program. Employees participating shall be entitled to use their accumulated sick, vacation, or any other accrued time. It is agreed that after exhausting all leave benefits the employee shall be advanced sick leave benefits to an extent mutually agreed upon by the Personnel Director and the Union. Sick days borrowed will be repaid through future service or in the event of termination, from wages and benefits due at the time of termination.

Employees who undergo drug, chemical substance and /or alcohol treatment outlined and agreed to by the employee and the treating facility shall complete the program or be subject to discipline, up to and including termination.

Nothing herein precludes the use of recidivism agreements under appropriate circumstances.

ARTICLE XXVI
Savings Clause

In any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provision.

ARTICLE XXVII
Labor Management Committee

1. The City reserves the right not to fill vacancies and to downsize the organization through attrition, state mandated changes, and/or privatization, subject to Section 3 below.
2. The Union agrees to cooperate with and assist the City in cross-training for employees to improve services to the public, subject to Section 3 below.
3. The Labor Management Committee will be reinstated no later than 7/1/09 to discuss privatization/ work that is contracted out and ways for the Union to assist the City in doing work in house more cost effectively. The committee will meet once per month if necessary to review any projects (non emergency) that might require an outside contractor. The public works department heads will attend as necessary. No more than 3 public works employees will be paid to attend. Meetings will be scheduled between 8:00 a.m. - 5:00 p.m. at the City's discretion. 740 employees will be paid for attending if they would otherwise be working. No overtime will be paid for attendance at these meetings.

ARTICLE XXVIII
Duration

The provisions of this Agreement shall be effective as of July 1, 2023 and shall continue to remain in full force and effect until June 30, 2026

If either party wishes to make changes to this Agreement, they must notify the other party, in writing, no later than one hundred twenty (120) days prior to the expiration of this Agreement. Should neither party notify the other party, in writing, the provisions of this Agreement will be extended from year to year.


SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed on this ____ day of
____ October, 2024

FOR THE CITY OF MERIDEN

FOR LOCAL #740, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-
CIO


Katherine Zygmunt
Director of Human Resources
11/14/2024


AFSCME Staff Representative


Eric Reilly, President Local #740

SALARY GRADE AND POSITION TITLE

<u>GRADE</u>	<u>POSITION TITLE</u>
1(A)	Laborer's Helper Highway Helper
2(B)	Auto Services Helper
3 (C)	Laborer I Laborer -WPCF Refuse Collector Building Custodian I
4 (D)	Laborer II-WPCF Laborer II - Highway Laborer II - Bulky Waste Laborer II, Golf Laborer II, Recreation Laborer II, Parks Building Custodian II Utility Person I Water Service Person Auto Service Person Equipment Operator I
5 (E)	Equipment Operator II Route Leader Utility Person II
6 (F)	Highway Maintainer Recreation Maintainer Park Maintainer Water Distribution Maintainer Water Shed Maintainer Service Technician Laboratory Technician, WPCF Water Plant Operator I Wastewater Plant Operator I Storm Drain Maintainer Golf Course Service Technician Park Service Technician
7 (G)	Maintenance Mechanic I Tree Cutter/Equipment Operator Park Carpenter Park Mason Park Plumber

8 (H)	<p>Equipment Operator III/Crew Leader-Bulky Waste Equipment Operator III/Crew Leader, Parks Equipment Operator III/Crew Leader, Highway Water Plant Operator II Wastewater Plant Operator II Laboratory Technician/Source Water Inspector Utility Person III</p>
9 (I)	<p>Maintenance Mechanic II/Crew Leader, WPCF Equipment Operator III - Parks Automotive Mechanic, Garage Equipment Operator III/Crew Leader, Water Distribution, Competent Person Equipment Operator III/Crew Leader, Storm Drain, Competent Person Equipment Operator III/Crew Leader, Highway, Competent Person Equipment Operator III/Crew Leader Water Shed Equipment Operator/Service Technician</p>
10 (J)	<p>Arborist/Tree Cutter Utility Person IV Chief Operator/Water Division Water Plant Operator III/Chief Operator Wastewater Plant Operator III/Crew Leader Maintenance Mechanic II/Garage Crew Leader Highway Maintainer/Crew Leader, Highway Automotive Mechanic, Police Dept. Automotive Mechanic, Fire Dept. Equipment Operator III/Tree Cutter/Crew Leader Water Shed Maintenance Mechanic III/Crew Leader WPCF Service Technician, Water Park Maintainer/Crew Leader Turf Maintenance Specialist/Crew Leader</p>

APPENDIX A - WAGES

PUBLIC WORKS SALARY MATRIX 7/1/23

Grade	Step System Codes	AA 1	BB 1	A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	Hires Before 7/1/2003	
												1	5
34J	Hourly	36.71	38.53	39.69	40.89	42.08	43.35	44.67	46.04			46.89	
	Weekly	1,488.40	1,541.20	1,597.60	1,635.60	1,683.20	1,734.00	1,788.80	1,841.60			1,875.60	
	Annual	78,356.80	80,142.40	82,555.20	85,061.20	87,526.40	90,188.00	92,913.60	95,763.20			97,531.20	
34I	Hourly	33.74	35.45	36.54	37.64	38.75	39.88	41.08	42.31			43.18	
	Weekly	1,249.60	1,418.00	1,461.60	1,505.80	1,550.40	1,595.20	1,643.20	1,692.40			1,729.40	
	Annual	70,179.20	73,736.00	76,003.20	78,291.20	80,633.80	82,950.40	85,446.40	88,004.50			89,772.80	
34H	Hourly	31.35	32.91	33.95	34.96	36.03	37.09	38.18	39.33			40.10	
	Weekly	1,254.00	1,316.40	1,358.00	1,398.40	1,441.20	1,483.80	1,527.20	1,573.20			1,604.00	
	Annual	65,208.00	68,452.80	70,616.00	72,716.80	74,942.40	77,147.20	79,414.40	81,806.40			83,408.00	
34G	Hourly	29.52	30.99	31.88	32.85	33.87	34.90	35.94	37.01			37.72	
	Weekly	1,180.80	1,239.60	1,275.20	1,314.00	1,354.80	1,396.00	1,437.60	1,480.40			1,508.80	
	Annual	61,401.60	64,459.20	66,310.40	68,328.00	70,446.80	72,592.00	74,755.20	76,980.80			78,457.60	
34F	Hourly	28.02	29.47	30.33	31.23	32.19	33.09	34.10	35.16			35.95	
	Weekly	1,120.80	1,178.80	1,213.20	1,249.20	1,287.60	1,323.80	1,364.00	1,409.40			1,434.00	
	Annual	58,281.60	61,207.60	63,086.40	64,958.40	66,955.20	68,827.20	70,928.00	73,132.50			74,568.00	
34E	Hourly	26.68	27.98	28.75	29.63	30.51	31.42	32.37	33.35			34.01	
	Weekly	1,056.40	1,119.20	1,150.00	1,185.20	1,220.40	1,256.80	1,294.80	1,334.00			1,360.40	
	Annual	55,452.80	58,188.40	59,800.00	61,630.40	63,460.80	65,353.60	67,329.60	69,368.00			70,740.80	
34D	Hourly	25.27	26.53	27.32	28.15	29.04	29.90	30.80	31.72			32.33	
	Weekly	1,010.80	1,061.20	1,092.80	1,128.00	1,161.60	1,196.00	1,232.00	1,268.80			1,283.20	
	Annual	52,561.60	55,182.40	56,925.60	58,552.00	60,403.20	62,192.00	64,064.00	65,977.60			67,246.40	
34C	Hourly	24.00	25.20	25.99	26.77	27.54	28.40	29.20	30.09			30.73	
	Weekly	960.00	1,008.00	1,039.80	1,070.80	1,101.60	1,136.00	1,168.00	1,203.60			1,229.20	
	Annual	49,920.00	52,416.00	54,059.20	55,681.60	57,283.20	59,072.00	60,736.00	62,587.20			63,918.40	
34B	Hourly	20.70	21.75										
	Weekly	828.00	870.00										
	Annual	43,056.00	45,240.00										
34A	Hourly	19.60	20.67										
	Weekly	787.80	828.80										
	Annual	40,885.20	42,893.80										

3.50% INCREASE FROM 7/1/2022

PUBLIC WORKS SALARY MATRIX 7/1/24

Grade	Step	AA	BB	A	B	C	D	E	F	G	H	Hired Before 7/1/2009
	System Codes	1	1	1	2	3	4	5	6	7	8	1
												5
34J	Hourly			37.90	38.78	40.08	42.22	43.45	44.78	46.12	47.54	48.41
	Weekly	1,516.00	1,591.20	1,639.20	1,688.80	1,739.20	1,790.40	1,842.40	1,895.20	1,948.80	1,999.20	1,996.40
	Annual	78,832.00	82,742.40	85,238.40	87,817.60	90,376.00	93,008.80	95,928.00	98,893.20	100,992.80		
34I	Hourly			34.84	36.00	37.73	38.86	40.02	41.18	42.42	43.69	44.56
	Weekly	1,383.60	1,484.00	1,509.20	1,554.40	1,600.80	1,647.20	1,696.80	1,747.00	1,792.40	1,840.00	1,782.40
	Annual	72,497.20	76,128.00	78,478.40	80,828.80	83,241.60	85,654.40	88,233.60	90,875.20	92,684.80		
34H	Hourly			32.37	33.98	35.05	36.10	37.20	38.30	39.42	40.61	41.40
	Weekly	1,294.80	1,359.20	1,402.00	1,444.00	1,488.00	1,532.00	1,576.80	1,624.40	1,672.00	1,720.00	1,652.00
	Annual	67,339.60	70,878.40	72,904.00	75,088.00	77,376.00	79,664.00	81,988.80	84,468.80	86,112.00		
34G	Hourly			30.48	32.00	32.92	33.82	34.87	36.03	37.11	38.21	38.85
	Weekly	1,219.20	1,280.00	1,316.80	1,368.80	1,420.00	1,472.00	1,524.00	1,576.80	1,629.60	1,682.40	1,558.00
	Annual	63,388.40	66,590.00	68,473.60	70,563.60	72,737.60	74,942.40	77,188.80	79,475.60	81,016.00		
34F	Hourly			28.63	30.43	31.32	32.24	33.24	34.17	35.21	36.30	37.02
	Weekly	1,157.20	1,217.20	1,252.80	1,288.80	1,329.60	1,369.60	1,408.40	1,445.20	1,482.00	1,518.80	1,480.80
	Annual	60,174.40	63,294.40	65,145.60	67,059.20	69,139.20	71,073.60	73,236.80	75,504.00	77,061.60		
34E	Hourly			27.53	28.89	29.68	30.59	31.50	32.44	33.42	34.43	35.12
	Weekly	1,101.20	1,155.00	1,187.20	1,223.60	1,260.00	1,297.60	1,336.80	1,377.20	1,404.80	1,444.80	1,404.80
	Annual	57,262.40	60,091.20	61,734.40	63,827.20	66,520.00	67,475.20	69,513.60	71,614.40	73,049.60		
34D	Hourly			26.09	27.39	28.21	29.06	29.98	30.87	31.80	32.75	33.38
	Weekly	1,043.60	1,095.60	1,128.40	1,162.40	1,199.20	1,234.80	1,272.00	1,310.00	1,335.20	1,377.20	1,335.20
	Annual	54,267.20	56,971.20	58,676.80	60,444.80	62,359.40	64,209.80	66,144.00	68,120.00	69,430.40		
34C	Hourly			24.78	26.02	26.83	27.64	28.44	29.32	30.15	31.07	31.73
	Weekly	961.20	1,040.80	1,073.20	1,105.60	1,137.60	1,172.80	1,206.00	1,242.80	1,269.20	1,299.20	1,269.20
	Annual	51,542.40	54,121.60	55,808.40	57,481.20	59,155.20	60,885.60	62,712.00	64,625.60	65,998.40		
34B	Hourly			21.37	22.46	23.56						
	Weekly	854.80	898.40	942.40								
	Annual	44,440.80	46,716.80	49,004.80								
34A	Hourly			20.33	21.34	22.42						
	Weekly	813.20	853.60	866.80								
	Annual	42,286.40	44,387.20	46,533.60								

3.25% INCREASE FROM 7/1/2023

PUBLIC WORKS SALARY MATRIX 7/1/25

Grade	Step System Codes	AA	BB	A	B	C	D	E	F	G	H	Hired Before 7/1/2006
		1	1	1	2	3	4	5	6	7	8	9
34J	Hourly			39.13	41.07	42.31	43.59	44.88	46.21	47.62	49.09	46.88
	Weekly	1,565.20	1,642.80	1,682.40	1,743.60	1,784.40	1,848.00	1,904.40	1,984.80	2,044.40	2,104.40	1,999.20
	Annual	81,350.40	85,425.60	88,004.80	90,667.20	93,305.80	96,116.80	99,049.20	102,107.20	105,288.00	108,497.60	103,958.40
34I	Hourly			35.97	37.79	38.98	40.12	41.32	42.52	43.80	45.11	46.01
	Weekly	1,438.80	1,511.60	1,558.40	1,604.80	1,652.80	1,700.80	1,752.00	1,804.40	1,844.40	1,894.40	1,840.40
	Annual	74,817.60	78,803.20	81,038.80	83,449.60	85,945.60	88,441.60	91,104.00	93,828.80	96,504.00	99,228.80	95,700.80
34H	Hourly			33.42	35.08	36.19	37.27	38.41	39.54	40.70	41.83	42.75
	Weekly	1,338.80	1,403.20	1,447.60	1,490.80	1,538.40	1,581.60	1,628.00	1,677.20	1,710.00	1,747.20	1,710.00
	Annual	69,513.60	72,066.40	75,275.20	77,521.60	79,892.80	82,243.20	84,656.00	87,214.40	89,820.00	92,488.00	88,920.00
34G	Hourly			31.47	33.04	33.98	35.02	36.11	37.20	38.32	39.45	40.22
	Weekly	1,258.80	1,321.60	1,359.60	1,400.80	1,444.40	1,488.00	1,532.80	1,579.00	1,608.80	1,650.00	1,608.80
	Annual	65,457.60	68,723.20	70,689.20	72,841.60	75,108.80	77,376.00	79,705.60	82,056.00	84,448.00	86,856.00	83,657.60
34F	Hourly			29.87	31.42	32.34	33.29	34.32	35.28	36.35	37.48	38.22
	Weekly	1,194.80	1,256.80	1,293.60	1,331.60	1,372.80	1,411.20	1,454.00	1,499.20	1,528.80	1,579.00	1,528.80
	Annual	62,129.60	65,343.60	67,287.20	69,243.20	71,385.60	73,382.40	75,608.00	77,959.40	80,447.60	82,992.00	79,497.60
34E	Hourly			28.42	29.83	30.84	31.68	32.52	33.49	34.51	35.55	36.28
	Weekly	1,136.80	1,193.20	1,225.60	1,263.20	1,300.80	1,338.80	1,380.40	1,422.00	1,450.40	1,492.00	1,450.40
	Annual	59,113.60	62,046.40	63,731.20	65,688.40	67,641.60	69,650.20	71,730.80	73,844.00	75,944.00	78,044.00	75,420.80
34D	Hourly			26.94	28.25	29.13	30.00	30.95	31.87	32.83	33.81	34.48
	Weekly	1,077.60	1,131.20	1,165.20	1,200.00	1,238.00	1,274.80	1,313.20	1,352.00	1,378.40	1,422.00	1,378.40
	Annual	56,035.20	58,822.40	60,590.40	62,400.00	64,376.00	66,288.00	68,280.40	70,324.80	72,424.80	74,576.00	71,676.80
34C	Hourly			25.59	26.87	27.70	28.54	29.38	30.27	31.13	32.08	32.78
	Weekly	1,023.60	1,074.80	1,108.00	1,141.60	1,174.40	1,210.80	1,246.20	1,283.20	1,310.40	1,348.00	1,310.40
	Annual	53,227.20	55,888.00	57,616.00	59,383.20	61,098.80	62,961.60	64,750.40	66,729.40	68,750.40	70,824.00	68,148.80
34B	Hourly			22.08	23.19	24.33						
	Weekly	882.40	927.60	973.20								
	Annual	45,864.80	48,235.20	50,606.40								
34A	Hourly			20.99	22.03	23.15						
	Weekly	839.60	881.20	926.00								
	Annual	43,659.20	45,822.40	48,152.00								

3.25% INCREASE FROM 7/1/2024