

**Agreement**

**Between**

**CITY OF NEW HAVEN**

**AND**

**SCHOOL CROSSING/SAFETY GUARDS ASSOCIATION  
OF THE CITY OF NEW HAVEN**

**February 09, 2023**

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### **Preamble**

This working Agreement entered into by the City of New Haven (hereinafter referred to as the City), and the School Crossing/Safety Guards Association of the City of New Haven (hereinafter referred to as the Association), has as its purpose the promotion of harmonious relations between the City and the Association and the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, working privileges or benefits, or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

## **ARTICLE 1 – Grievance Procedure**

### **1) Purpose**

The purpose of the grievance procedure is to provide an orderly and regulated means of resolving grievances to insure efficiency and employee morale.

### **2) Definition**

A grievance, for purpose of this procedure, shall be a complaint concerned with:

- 1) Discharge, suspension, or other disciplinary action.
- 2) Charge of favoritism or discrimination.
- 3) Interpretation and application of rules and regulations and policies of the Traffic Department, applicable to School Crossing Guards.
- 4) Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

**STEP ONE:** Any member who has a grievance shall, within five (5) working days of occurrence or event giving rise to the grievance, reduce the grievance to writing and submit it to the designated representative who shall use his best efforts to settle the dispute. The designated representative's decision shall be submitted in writing to the aggrieved employee and her representative, if represented, within five (5) working days of receipt of the grievance.

**STEP TWO:** If the complainant and her representative, if represented, are not satisfied with the decision rendered by the designated representative, the employee or her representative shall, within five (5) working days of the date of the answer at Step One, submit the grievance, in writing, to the Department Head. The Department Head or any committee thereof shall render its decision, in writing, to the complainant and her representative within ten (10) working days of receipt of the grievance.

**STEP THREE:** If the complainant and her representative, if represented, are not satisfied with the decision rendered, she or her representative shall within five (5) working days of the date of the answer at Step Two, submit the grievance, in writing, to the Director of Labor Relations. The Director of Labor Relations shall within ten (10) working days of receipt of the grievance submit his decision, in writing, to the complainant and her representative, if represented.

- a) If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled not later than five (5) working days after receipt of such request. Whenever the parties of a grievance meet

for oral discussion, the time elements governing the issuance of a decision as provided for in Steps One, Two and Three of this procedure, shall be calculated from the day of the meeting.

- b) Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.
- c) Employees and the Association shall have the right and choice of representation whenever representation is desired by either an employee or the Association.
- d) If a grievance is not submitted and/or appealed within the prescribed time limits hereinabove, said grievance shall be deemed settled.

## **ARTICLE 2 – Sick Leave**

### **Section 1**

Employees shall be paid only for time worked, except where otherwise provided in this Agreement.

### **Section 2**

In the event an employee is sick, said employee shall notify the Department Head or his designee, as far in advance as possible. The employee may be granted leave without pay. However, any employee that develops a record of frequent and/or habitual absence from duty will be subject to termination or other disciplinary action.

### **Section 3**

(a) Each November 1<sup>st</sup>, January 1<sup>st</sup>, March 1<sup>st</sup>, May 1<sup>st</sup>, and on the date of the last paycheck in June, any employee who has worked for at least the two prior months without taking any time off shall be paid one (1) day's pay as a perfect attendance incentive. Said payment shall be made by the end of each of the above-listed months.

Any employee who works from the onset of the new NHPS calendar year through the end of January, without taking any time off, excluding funeral leave, shall receive a seventy-five-dollar (\$75) lump sum payment no later than the first week of February. Any employee who works from February 1<sup>st</sup> through the end of the active school year, without taking any time off, excluding funeral leave, shall receive a seventy-five-dollar (\$75) lump sum payment. Said payment shall be made to the employee by the last pay period for the current school year.

### **Section 4**

(a) If any employee is unable to work because of sickness or injury for which she is entitled to compensation under the Worker's Compensation Act, the difference between her

normal weekly pay and the amount of such compensation received will be paid by the City for a period not more than thirteen (13) weeks.

(b) In addition to existing rights, the City has or may have to recover Worker's Compensation payments from responsible third parties, the City shall have the right to recover any payment made by it to supplement said benefit pursuant to paragraph (a) above, from such a responsible party. If the employee recovers a judgment or otherwise settles her claim against a responsible third party, the City shall be reimbursed by the employee to the extent of the benefits paid by it.

### **ARTICLE 3 – Funeral Leave**

#### **Section 1**

Regular, full time employees may be absent from their assigned duties for the five (5) consecutive calendar days immediately following the death of a member of his immediate family. Should any of these days be one of his regularly scheduled workdays, he will be compensated for such absence.

The immediate family shall include spouse, parent, mother-in-law, father-in-law, child, brother, sister, grandparent, grandchild or other relative who is an actual member of the employee's household.

In no instance will the employee be compensated for more than five (5) days.

Any days taken for this purpose which are in addition to the three (3) to five (5) days authorized leave shall be considered as leave without pay.

#### **Section 2**

In addition to the provision provided for above, employees may attend funerals for other close relatives related by blood or marriage. When the funeral is held within the New Haven area, one day's leave will be granted, when the funeral is held away from the New Haven area (a distance greater than fifty miles from New Haven), two (2) day's leave will be granted.

#### **Section 3**

If a question arises, the employee may be required to submit some proof of death.

#### **Section 4**

If for any reason the funeral is delayed, the employee does not have to take the time off immediately following the death. The time will be to accommodate the date of the funeral but in no event will the employee be compensated more than the days due if taken immediately following the death.

## **ARTICLE 4 – Holidays**

### **Section 1**

The following holidays shall be paid for whether worked or not,

New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Memorial Day  
Presidents' Day  
Juneteenth  
Independence Day (added/only applicable for Summer School)  
Labor Day  
Veterans Day  
Italian/American Heritage Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
Day After Christmas

If any crossing guard works on the above-mentioned holiday, time and a half will be paid for actual hours worked.

### **Section 2**

To be eligible for holiday pay, employees must have worked their last regularly scheduled workday immediately preceding such holiday and the regularly scheduled workday immediately following such holiday.

## **ARTICLE 5 – Rates of Pay**

### **Section 1**

The following to be implemented, which reflects the raises of Connecticut's Minimum Wage, whom Governor Lamont has signed into agreement. CT minimum wages will continue to increase every year through June 30, 2023, and the cost of living.

#### **Upon Hire as a crossing Guard**

<b><u>Fiscal Year</u></b>	<b><u>Effective Date</u></b>	<b><u>Hourly Rate</u></b>
2021-22	07/01/2021-06/30/2022	\$15.00
2022-23	07/01/2022-06/30/2023	\$15.50
2023-24	07/01/2023-06/30/2024	\$16.00
2024-25	07/01/2024-06/30/2025	\$16.25
2024-25	07/01/2025-06/30/2026	\$16.50

#### **After one year of completion**

<b><u>Fiscal Year</u></b>	<b><u>Effective Date</u></b>	<b><u>Hourly Rate</u></b>
2021-22	07/01/2021-06/30/2022	\$16.00
2022-23	07/01/2022-06/30/2023	\$17.00
2023-24	07/01/2023-06/30/2024	\$17.50
2024-25	07/01/2024-06/30/2025	\$18.00
2024-25	07/01/2025-06/30/2026	\$18.50



## Section 5

Once the school calendar is set and the hours are scheduled for each School Crossing/Safety Guard at the beginning of the school year, those hours (i.e., meaning the number of hours, not necessarily the starting and ending times) shall be guaranteed for the balance of the school year.

## Section 6

School Crossing/Safety Guards shall have the opportunity to work parades and special events on request from the Department of Police Service for additional personnel.

# **ARTICLE 6 – General Provisions**

## Section 1

School Crossing/Safety Guards shall, upon appointment, be provided with the following articles of uniform and equipment, in the amount and manner provided for in the following table:

- 1-Overcoat/Winter coat with appropriate insignia Skirt
- 2-Raincoat with hood with appropriate insignia Overcoat
- 3-Regular Cap with appropriate insignia
- 4-A safety vest with appropriate insignia
- 5-STOP paddle
- 6-A Whistle

Each employee shall be credited with the sum of \$100.00 towards needed replacement of uniform articles for each school year. Such replacements shall be subject to the prior approval of the Department Head or his/her designee.

## Section 2

All School Crossing/Safety Guards shall be issued a City ID supplied by the City which shall be worn whenever a School Crossing/Safety Guard is on duty.

## Section 3

Permanent employees who are required to attend training sessions outside of their regular work hours shall be paid for all hours of additional training up to a maximum of four (4) hours. Required training periods will be determined by the Department Head.

## Section 4

In the event of a layoff of Crossing Guards, for any reason, the City shall lay off by seniority based on the principle of last hired, first laid off.

## Section 5

The most senior School Crossing/Safety Guards shall have first choice on vacant positions whenever practicable, if they have made the request in writing. If an employee is granted a transfer based upon the requirements set forth above, he/she shall not be entitled to another transfer for that entire school year.

## Section 6

The City shall provide the Association with the use of a hall for meeting purposes, with the mutual agreement of the parties as it pertains to time and place.

## Section 7

The City shall provide a bulletin board for Association business to be posted.

## Section 8

All disciplinary actions shall be in writing with a copy sent to the Association President.

## Section 9

All new Policy and Program Directives shall be in writing with a copy posted on the Association bulletin board.

## Section 10

All employees who are on payroll on November 1<sup>st</sup> in any school year and are still on payroll at the end of the school year shall receive one (1) day's pay for their birthday which shall be included in the last paycheck in June.

## **ARTICLE 7 – Longevity**

### **Section 1**

School Crossing/Safety Guards hired on or before May 31, 2013 shall be entitled to longevity payments.

### **Section 2**

School Crossing/Safety Guards who have completed six (6) years or more shall be entitled to a one hundred- and twenty-five-dollar (\$125.00) longevity payment; ten (10) years or more, a one hundred- and seventy-five-dollar (\$175.00) payment; twenty (20) years or more, a two hundred- and twenty-five-dollar (\$225.00 payment); thirty (30) years or more, a two hundred- and seventy-five-dollar payment (\$275.00).

### **Section 2**

Said payment shall be made no later than the last pay date in January. To be eligible, an employee must have six, ten, twenty year or more prior to December 31<sup>st</sup> of the preceding year.

Longevity payments shall be payable in January of each year for the preceding calendar year.

## **ARTICLE 8 – Duration**

### **Section 1**

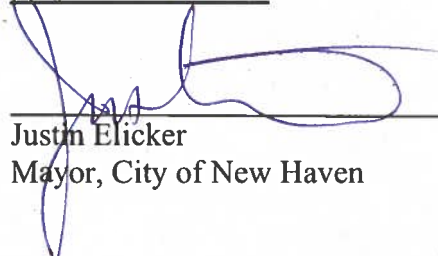
This Association Agreement shall become effective February 09, 20203.

### **Section 2**

This Agreement shall remain in effect from year to year except that it may be amended at any time by mutual agreement, or upon any anniversary of said Agreement by giving to the Director of Labor Relations no less than sixty (60) days of written notice of intention to propose amendments. Within ten (10) days of the receipt of such written notice, a conference shall be held between the City and the Association for the purpose of such amendment, modification, or termination.


In witness whereof, the parties have caused their names to be signed on this 09 day of February 2023.

#### **City of New Haven**

  
\_\_\_\_\_  
Justin Elicker  
Mayor, City of New Haven

2/10/2023  
\_\_\_\_\_  
Dated

#### **Crossing Guard Association**

  
\_\_\_\_\_  
Linda Greene  
President, Crossing Guard Association

Feb. 9 2023  
\_\_\_\_\_  
Dated