

**CONTRACT**

**BETWEEN**

**THE CITY OF NEW HAVEN**

**AND**

**LOCAL 424, UNIT 34**

**UPSEU**

**JULY 1, 2010 - JUNE 30, 2016**

**Per Award in Case No. 2011-MBA-62**

**Award Issued 12/3/14**

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## **PREAMBLE**

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

## **ARTICLE 1 - Recognition**

### **Section 1**

The City hereby recognizes that the Union is the sole and exclusive representative of all unclassified employees in the Department of Public Works with respect to wages, hours of work and conditions of work, as provided for under the law; this collective bargaining agreement was first signed between the City and the Union on May 23, 1963.

### **Section 2**

The bargaining unit shall include any employee who shall be eligible to be in the unit in accordance with the Municipal Employee Relations Act (MERA).

The bargaining unit shall not include any employee who has the authority to hire, fire, discipline or to recommend such action.

The following are titles of those persons to be excluded from bargaining unit status and are to be considered as management personnel:

- Director of Public Works
- Deputy Director of Public Works
- Chief Fiscal Officer
- Chief of Operations
- Citizen Response Administrator
- Administrative Assistant II
- Public Works Foreperson
- Site Equipment Resource Manager
- Lead Foreperson Infrastructure

Any dispute arising under this Article will be subject to adjudication through the State Board of Labor Relations.

### Section 3

Agreements reached between the parties to this Agreement shall become effective only when signed by the Chief Steward, or his designee, of Local 424, Unit 34 after approval by the Union membership and the authorized representative of UPSEU Local 424, Unit 34 and the authorized representative of the City (the Director of Labor Relations, the Mayor, or their designee).

## **ARTICLE 2 - Union Security And Check off**

### Section 1

As of the effective date of this Agreement, all members of the bargaining unit who are members of the Union shall, as a condition of continued employment, remain members of the Union in good standing or pay an agency fee which is allowed by law for the duration of the Agreement. Any employee who is hired after the effective date of this Agreement shall, as a condition of continued employment become a member of the Union within thirty (30) days following his date of hire.

### Section 2

Each employee hired before the effective date of this Agreement shall, as a condition of employment, at the end of thirty (30) days after the effective date of this Agreement either become and remain a member of the Union in good standing or pay to the Union an agency fee as allowed by law for the duration of this Agreement.

### Section 3

The City agrees to deduct Union agency dues and fees from the pay of employees who give written authorization to the City's Controller for such deductions and to transmit dues collected to the authorized Union Officer designated in writing to the Controller of the City of New Haven by the President and Treasurer of the Union, so long as this authorization is validly in effect and is not revoked by the employee.

### Section 4

Deductions are to be made weekly unless mutually agreed otherwise. If an employee who is absent on account of sickness, leave of absence, or for any other reasons has no earnings due him during such deduction period, no deductions will be made from that employee for that period. The Union will arrange collection of dues and fees in such instances, directly with the employee.

### Section 5

When an employee does not have sufficient money due him, after deductions have been made for pension, Social Security, garnishments or any other deductions authorized

by the employee or required by law, Union dues and fees for the deduction period will be collected by the Union directly from the employee.

#### Section 6

If an employee does not have Union dues or the agency fee deducted from his/her pay for that month due to their being on vacation, extended sick leave, leave of absence or any other reason, the Board shall make a double deduction each month thereafter until the employee becomes current.

#### Section 7

The Union agrees to save the City harmless from any action growing out of this Article and commenced by any employee or other person against the City and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Union Official.

### **ARTICLE 3 - Seniority**

#### Section 1

(A) All new employees shall serve a probationary period of one hundred twenty (120) working days and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. Such employees shall be considered at-will employees for the probationary period and shall not be eligible for personal days or sick days until satisfactorily completing their probationary period. Once the employee has satisfactorily completed his/her probationary period, the accrual of sick leave and vacation time shall be determined by the employee's original date of hire. Probationary employees shall be entitled to health insurance benefits set forth in Article 15 of this Agreement commencing on the first day of the month following completion of sixty (60) calendar days of employment.

(B) Officers and Stewards of the Union shall have superseniority in the event of a layoff in the Department. The Director of Public Works and the Director of Labor Relations shall be given the names of such employees in writing annually.

(C) Seniority shall be defined as the total length of continuous service within the bargaining unit, unless otherwise specified in a specific provision of this Agreement.

#### Section 2

All employees in permanent positions who have worked one hundred twenty (120) working days shall be known as permanent employees and the probationary period shall be considered part of the seniority time.

For the purpose of this Agreement, a full time, permanent employee is hereby defined as an employee for whom a position and wages are provided in the budget and whose total hours for the week throughout the year are forty (40) or more per week.

For the purposes of this Agreement, a part time, permanent employee is hereby defined as one who meets the above description, except that his total hours for the week throughout the year are twenty (20) or more but less than forty (40).

### Section 3

The City, through the Department of Public Works, shall establish a seniority list and it shall be brought up to date and delivered to the Chief Steward of the Union during the first week of July.

### Section 4

(A) When a vacancy of a permanent position exists in this bargaining unit and the Department determines to fill such vacancy or when a new position is created in this bargaining unit, it will be bid under Sections 4(b) and (f) and the senior employee shall be chosen for the job.

Employees who are appointed to such vacancy or new position shall be subject to a ninety (90) day probationary period. If the employee is removed, he/she shall not be permitted to bid again for six (6) months.

(B) The bidding process for vacant positions shall be carried out in the following order:

- (1) Within subdivisions of the Department
- (2) Within the Department itself
- (3) Outside the Department

An employee may bid laterally or down.

(C) Vacant positions shall be posted for a period of at least ten (10) working days. When a job opening is posted, employees who are out on authorized sick leave, worker's compensation or vacation shall have the right to bid.

(D) Qualifications shall be determined by the Department Head subject to the Grievance Procedure.

(E) If an employee accepts a new job by bid, he may not bid for another job for at least sixty (60) working days.

(F) Seniority shall only apply within the following subdivisions:

- (1) Refuse Collection
- (2) Mechanics

### (3) Streets

#### Section 5

Temporary transfers between jobs, subdivisions or shifts shall be offered first by seniority and, in the event of no volunteers, the least senior employee shall be transferred. If the transfer is to extend beyond sixty (60) days, the City shall notify the Union and the Union may request a meeting with the Director of Labor Relations regarding the continuation of the assignment.

#### Section 6

Temporary assignments to drive a pickup truck that do not require additional money shall be rotated wherever practicable.

#### Section 7

Employees assigned to work in higher classifications that require additional money shall be selected by divisional seniority provided the employee is qualified to perform the assignment.

#### Section 8

Seniority shall only apply to those areas of the Contract where seniority is specifically written to apply.

#### Section 9

The duties and responsibilities of positions existing on the effective date of this Agreement are to be considered an integral part of this Agreement and as such shall not be unilaterally changed during the term of this Contract.

#### Section 10 - Continuity of Employment

The City of New Haven agrees that any Local 34 member who is transferred or promoted to any position included in Locals 884, 3429, 287 or 3144 shall be able to carry over all unused sick leave and vacation pay and further agree that his time in Local 34 shall be credited towards vacation and longevity.

#### Section 11

Employees shall not be eligible for health benefits until the first day of the month after completing sixty (60) calendar days of employment. All other accruals, including personal days or sick days shall be credited once the employee has satisfactorily completed his/her entire probationary period. Once the employee has satisfactorily completed his/her probationary period, the accrual of sick leave, vacation time and personal dates shall be determined by the employee's original date of hire.



## Section 12

The City agrees that employees working in the Department of Public Works pursuant to the March 1, 2005 Memorandum of Understanding shall be offered full-time bargaining unit positions when vacancies that the City intends on filling occur.

This section is not intended to override the promotional provisions of Section 4. Rather, it is intended to be used when the promotional section does not fill a vacancy.

All employees offered full-time positions pursuant to this agreement must be otherwise eligible for the position being filled. This provision is not intended to remove or reduce the necessary job qualifications established in the job description.

## Section 13

When a full-time laborer is assigned to work with a seasonal employee, the full-time laborer will have the choice of the assignment. However, once an employee has been given an assignment, the employee may not opt to be relieved from the current assignment in order to obtain a perceived better assignment.

# **ARTICLE 4 - Reduction In Work Force**

## Section 1

(A) When lack of work or lack of funds requires a reduction in personnel, the reduction shall be made in such job classification as the Department Head shall designate and employees shall be laid off in the inverse order of their relative length of service.

(B) Seniority Provisions And Cut Back: In the event an activity in the Department of Public Works is eliminated, the employees affected by the process shall be placed in similar job classifications and titles (but not necessarily similar pay rate) in the Department by seniority and assuming those positions are held by employees having the least seniority, providing positions (for which they qualify) are available in the Department.

(C) For two years after a layoff, laid off employees with the most seniority shall be rehired first and no new employees shall be hired until the last laid off employee has been given an opportunity to return to work. Such employees must indicate their availability and acceptance of the opportunity to return to work within forty eight (48) hours of notice of recall, which is to be sent registered mail to the employee's address recorded at the Department.

(D) An employee returning to work under the provisions of this Section, shall retain and carry forward all seniority credits accumulated up to and prior to his

immediate layoff provided his re-employment commences within two (2) years after the effective date of said layoff.

## **ARTICLE 5 - Vacations**

### **Section 1**

It is recognized that the purpose of vacations is to permit a period of rest and recreation for each employee. This purpose is best served if the vacation period is taken at one time.

Normally, vacations shall not be granted other than on a two week at a time basis for those employees entitled to receive ten (10) days vacation. Employees entitled to fifteen (15) or twenty (20) or twenty five (25) working days vacation may take vacations of less than three or four weeks at a time, but such vacations shall normally not be less than ten (10) working days.

However, employees may take five (5) or less consecutive working days as paid vacation days, but only upon the prior approval by the Public Works Director or his/her designee. The Public Works Director or his/her designee shall be given a minimum of two (2) business days, equated as forty-eight (48) hours, in advance of such a request in order to make a decision to approve or not approve the request based upon the operational needs of the Department. Any vacation time taken without prior notification and approval shall be considered Unpaid Absence Without Leave and shall be subject to progressive disciplinary action.

### **Section 2**

All full time permanent employees regularly scheduled to work twelve (12) months during each fiscal year shall receive ten (10) working days paid vacation after having worked and completed one (1) full year of continuous service for the City of New Haven.

All full time permanent employees regularly scheduled to work twelve (12) months during each fiscal year and who have worked and completed five (5) years or more of continuous service shall receive fifteen (15) working days paid vacation.

All full time employees regularly scheduled to work twelve (12) months during each fiscal year and who have worked and completed fifteen (15) years or more of continuous service shall receive twenty (20) working days paid vacation; provided, however, that employees who were hired prior to July 1, 2013: (i) had less than fifteen (15) years of service and were receiving twenty (20) days vacation, shall continue to be eligible for twenty (20) vacation days; and (ii) had twenty or more years of service and were receiving twenty-five (25) days vacation, shall continue to be eligible for twenty-five (25) vacation days.

### Section 3

No more than two (2) employees, excluding refuse employees and mechanics, shall be allowed on vacation at the same time during the months of November, December, January and February. In all other months no more than four (4) Equipment Operators I, II or III's; and six (6) Laborers shall be allowed on vacation at one time. Annual vacations shall be selected by March 31st and seniority shall prevail on determining who is on vacation. Any vacation requests submitted after March 31st shall be determined on a first submitted, first approved basis.

### Section 4

Under special conditions employees shall be allowed to carry over vacations, however, no employee shall be permitted to have more than forty (40) days vacation to his/her credit at any time. Should an employee retire or resign they would only be paid for a maximum of six weeks (30 days).

## **ARTICLE 6 - Sick Leave**

### Section 1

Employees hired before July 1, 1998, shall be covered by the provisions of this Article in its entirety. Employees hired on or after July 1, 1998, shall only be covered by Sections 2 (B), 3, 5, 8, 10, and 11 of this Article.

### Section 2

(A) Sick Leave shall be earned by each permanent, full time employee at the rate of one and one-quarter (1-1/4) working days per calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve (12) months.

(B) Sick leave shall be considered to be the absence from duty with pay of permanent, full time employees for the following reasons:

1. Illness or injury except where directly traceable to employment by an employer other than the City of New Haven.
2. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours. Any appointment during working hours the employee must give advance notice of 24 hours except in cases of emergency.
3. When exposure to contagious disease endangers the health of other employees.
4. Sick leave may be used for illness, incapacity, or injury to a member of the employee's immediate family, that requires the employee's personal attendance, provided, however, that in the event the absence shall extend beyond two (2) days, the City shall

require proof of same, and provided further that the employee's spouse is in no way available for said attendance.

### Section 3

(A) Sick leave earned in any month of service shall be available at any time during any subsequent month.

(B) No sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted unless authorized in advance by the Director of Labor Relations. Such authorization shall not exceed one year's sick leave allowance.

(C) All employees shall be required to notify their immediate supervisor (either in person or by leaving a voicemail message on such supervisor's cell phone) no later than one hour prior to their scheduled daily reporting time with respect to their being out on sick leave, except in the case of an emergency, in which case a supervisor will be notified as soon as possible. Failure to do so shall result in the loss of pay for such time taken.

### Section 4

(A) All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred fifty (150) working days.

(B) For each seven and one-half (7-1/2) working days of sick leave earned after the accumulation of one hundred twenty (120) working days has been reached, each permanent employee shall receive one (1) working day of leave with pay. Such earned leave shall be taken within the succeeding calendar year.

(C) Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

(D) No credit for sick leave shall be granted for time worked by an employee in excess of their normal work week.

### Section 5 - Medical Certificate Required

A medical certificate acceptable to the appointing authority is required:

1. For frequent or habitual absence from duty and when, in the judgment of the appointing authority, there is reasonable cause for requiring such certificate.

2. For any period of absence consisting of more than five (5) consecutive working days.

## Section 6 - Sick Leave Accumulated At Retirement Or Death

(A) Upon retirement, an employee shall be paid for the period of time corresponding to the amount of sick leave time accumulated up to a maximum of one hundred twenty (120) working days.

(B) Upon the death of an employee, the amount of sick leave time accumulated to the employee shall be payable to his estate up to a maximum of one hundred twenty (120) working days.

(C) Employees who leave the City service in good standing and who have a minimum of thirty (30) sick days accrued at the time of separation, shall be paid for one-half the total number of accumulated days at the rate of pay then in effect.

## Section 7

A record of an employee's accumulated sick leave shall be submitted to him at least once annually.

## Section 8

Anything to the contrary notwithstanding in this Agreement, any employee found to abuse the foregoing sick leave privileges shall receive a written warning and be placed on a medical certificate status. If a second incident of abuse takes place, the employee shall be suspended for three (3) working days by the decision of the Public Works Director and upon further abuse of sick leave privileges shall result in the employee being discharged.

When an employee is normally and regularly scheduled to work Saturday and has been absent the Thursday and Friday immediately prior to the Saturday on which he was scheduled to work, that Saturday shall be chargeable as sick leave under the provisions above and he will receive eight hours straight time earnings.

## Section 9

If an employee is laid off he/she shall be paid a lump sum equal to the number of sick days accrued at the time of layoff, up to a maximum of one hundred twenty (120) working days, multiplied by the daily rate of pay at the time of the layoff.

## Section 10

In any calendar year (January 1 through December 31) that an employee utilizes five (5) or fewer sick days, he/she shall accrue one (1) personal day for use in the next calendar year. In any calendar year that an employee utilizes three (3) or fewer sick days, he/she shall accrue two (2) personal days for use in the next calendar year.

## Section 11

In the event an employee covered by this plan is injured in the course of employment and is receiving Workers Compensation, commencing after the tenth work day missed he/she shall receive the difference between the Workers Compensation pay and his/her regular weekly salary for a maximum of ten (10) weeks, per injury, including any recurrence of the original injury, provided that in no event shall the amount received under this Article 6, Section 11 exceed the employee's actual regular weekly salary.

The City shall provide a copy of the Connecticut Workers' Compensation form 30-C to each employee who files a workers' compensation claim.

In addition to existing rights the City has or may have to recover Workers Compensation payments from responsible third parties, the City shall have the right to recover any payment made by it to supplement said benefits pursuant to Section 11 hereof from such a responsible party. If the employee recovers a judgment or otherwise settles his claim against a responsible third party, the City shall be reimbursed by the employee to the extent of the benefits paid by it.

The City agrees to hold Local 424, Unit 34 UPSEU harmless with respect to any liability on the employee's part as above set forth.

The City maintains the option to implement a Workers Compensation Preferred Provider Program in accordance with the Connecticut General Statutes Section 31-278 et al.

## **ARTICLE 6A - OCCASIONAL SICK LEAVE AND SHORT TERM DISABILITY**

### Section 1

Only employees hired on or after July 1, 1998, shall be covered by the provisions of this Article.

### Section 2

Employees who have completed their probationary period shall be covered by a short term disability policy as described herein. In addition, employees shall be allowed seven (7) paid sick days per year, to be credited January 1 of each calendar year after the employee has completed his/her probationary period.

In the case of a new employee, he/she shall not be credited with any paid sick days until his/her probationary period is completed; at which time the employee shall be credited with a pro-rated number of paid sick days retroactive to his/her date of hire for the first calendar year only.

All paid sick days credited in any one calendar year shall be forfeited if not used within that calendar year.

### Section 3

#### INCOME PROTECTION PLAN

##### A. Purpose

Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or illness, and is therefore prevented from performing the duties of his or her occupation for a period in excess of seven (7) consecutive calendar days.

##### B. Eligibility

To be eligible for disability benefits, an individual must be a full time employee who has completed his/her one hundred twenty (120) day probationary period and must present medical documentation substantiating the disability.

##### C. Short Term Disability

1. Short term disability shall apply to any extended absence for sickness or non-job related injury of more than seven (7) consecutive calendar days.

2. After the seventh (7th) day of consecutive calendar day absences and for a maximum duration thereafter of twenty-six (26) weeks, weekly benefits will be paid in the net amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.

3. For all periods of any short term disability, the employee shall be considered to be an active employee and entitled to any and all benefits provided by the Collective Bargaining Agreement between the City and the Union.

### Section 4 - Administration of Sick Leave

(A) Each Department Head shall be responsible for the administration of these provisions subject to the authority of the Controller's Office.

(B) There shall be maintained in each Department a record for each employee of all sick leave taken, available and/or lost for each calendar year. These records shall be subject to inspection by the Controller's Office and he/she may require periodic reports to be submitted to him/her.

(C) During the effective period of this Agreement, a satisfactory method of informing individual employees of available sick leave in each calendar year shall be established. Such procedure may include either of the following:

- 1) A record of an employee's available sick leave in the pertinent calendar year shall be submitted to the employee upon his/her request at least once annually.
- 2) A record of an employee's available sick leave in the pertinent calendar year shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City, but not less than once annually.

## **ARTICLE 7 - Bereavement**

### **Section 1**

In the event of death of an employee's wife, husband or child the number of days leave granted for this purpose shall be limited to five (5) consecutive working days following the death, which shall not be charged to sick leave.

In the event of death in the immediate family (immediate family shall mean father, mother, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, or other relative who is an actual member of the household) the number of days leave granted for this purpose shall be limited to three (3) consecutive working days following the death, which shall not be charged to sick leave.

Any days taken in addition to the three (3) or five (5) days shall be charged as leave without pay, unless the employee designations such day(s) as personal days.

### **Section 2**

In addition to the provision provided for above, employees may attend the funeral for other close relatives related by blood or marriage and shall be granted two (2) days leave, which shall not be charged to sick leave. This time is allowed for attending either the wake and funeral only and is not intended to grant an employee two (2) days off in the event the employee either has no intention of attending either the wake or funeral or finds out about the death after the fact.

### **Section 3**

Any employee normally and regularly scheduled to work Saturday and who is absent Saturday when he is scheduled to work under the provisions of Section 1 of this Article, will receive eight (8) hours straight time pay for the day not chargeable as sick leave. This day shall be inclusive in the three (3) days provided for in Section 1.



## **ARTICLE 8 - Holidays**

### **Section 1**

Eligible employees shall receive twelve (12) paid holidays. The eleven (11) holidays, which shall be celebrated on the dates prescribed by law, are New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, employees shall receive one (1) floater holiday for use at their discretion.

If the floater holiday is not used by July 31 of the calendar year, the employee shall on August 1 select the floater holiday for use in the remainder of that calendar year. Seniority by rotation shall prevail in any areas of conflict.

### **Section 2**

If a paid holiday falls on a Saturday, an employee is entitled to receive compensatory time off for said paid holiday, shall be permitted to observe the paid holiday either on the Friday immediately preceding or on the first Monday immediately following the holiday. The determination of which compensatory day off is granted shall be made by the Department Head in accordance with departmental program needs; however, the Department Head shall post, at least five (5) working days before such a holiday, a list specifying when each employee shall observe the holiday as provided herein.

In the event of emergency situations such as snow and ice storms or flooding conditions, the provisions of this Section shall not apply and the compensatory paid holiday shall be given the following Friday and/or Monday, whatever the case may be.

### **Section 3**

If a paid holiday falls on a Sunday, an employee is entitled to receive compensatory time off for said paid holiday, shall be permitted to observe the paid holiday on the first Monday immediately following the holiday and in accordance with all other provisions of this Agreement.

### **Section 4**

(A) If an employee is absent from duty on the working day before or the working day following a holiday as provided for in Sections 1, 2 or 3 above, the employee shall not be paid for the holiday. He will be paid for the day before or the day after the holiday, if his absence is covered under the Sick Leave Plan. However, if the employee is absent on the two (2) consecutive scheduled working days prior to or subsequent to the holiday and is eligible under the provisions of the Sick Leave Article for sick leave pay for those days, he will be paid the holiday pay.

(B) Any employee who becomes seriously ill and who has a sick leave accrual of at least fifteen (15) days at the time the illness commences, shall not lose holiday pay under the following circumstances: If the employee exhausts his sick leave balance due to said illness and remains continuously ill and unable to return to work up until the day of the holiday.

In order to be paid for a holiday under this provision, proof of illness acceptable to the Employer must be furnished upon request.

This provision shall not apply to employees on Workmen's Compensation.

## Section 5

Further, any day declared a holiday by the Mayor of the City and which results in a paid holiday for all City Departments shall also be observed as a holiday under this Article if such day is a normal work day.

# **ARTICLE 9 - Grievance Procedure**

## Section 1

The term "grievance" as used in this Agreement shall mean any asserted violation of the specific terms or provisions of this Agreement.

It is understood by the parties that the intent of having a grievance procedure is to allow the Department to function in an orderly fashion and as such it is expected that all orders shall be followed by all employees. Should a dispute arise, the employee is expected to carry out his assignment without delay and file his grievance in accordance with the procedure outlined in this Article. Failure on the part of an employee to carry out a direct order of a Supervisor will be considered insubordination for which appropriate disciplinary action will be taken.

The Employer and the Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level possible and nothing in this Article should be interpreted as discouraging an employee and/or his representative from discussing any dissatisfaction, in an informal manner, with his immediate Supervisor, higher level Supervisor or Department of Labor Relations representative. Such discussions will not interfere with the right of any employee to process grievance through the grievance procedure.

## Section 2

Step 1: An employee and/or the union with a grievance should first discuss the matter with the relevant employee's immediate supervisor. In this discussion, the persons involved shall make an earnest effort to resolve the matter. It is agreed that most grievances should be settled at this step.

Step 2: If the employee and/or the union is not satisfied with the answer at Step 1, the employee and/or the union shall reduce the grievance to writing, either on a grievance form mutually agreed to by the parties or in a letter and provide such grievance to the Department Head. Such grievances must contain the following information: (1) A statement indicating the employee's decision to process his grievance through the negotiated grievance procedure; (2) A statement presenting, in a concise manner, the details of the grievance; (3) A statement outlining the relief sought; and (4) Specific reference to the clause or clauses of the Agreement which the grievant feels have been violated. The employee and/or his chosen representative shall discuss the matter with his Department Head. In this discussion, the persons involved shall make an earnest effort to resolve this matter. The Department Head shall make whatever additional investigation is necessary and shall give his answer as soon as practicable, but within ten (10) working days.

Step 3: If the decision at Step 2 is not satisfactory to the Union, the Union may appeal, in writing, to the Director of Labor Relations within ten (10) working days after receiving the decision of Step 2. Upon receipt of such an appeal, the Director or his designated representative will investigate the grievance and make an effort to resolve it to the satisfaction of all parties. Prior to denying any grievance at this step, the aggrieved employee and/or his representative if any, shall be afforded the right to meet and discuss the grievance with the Director or his representative. The parties agree to hold monthly third step hearings. The decision of the Director or his representative will be made as soon as practicable, but no later than five (5) working days after the monthly third step hearing in which the matter is discussed.

### Section 3

Any grievance which is not taken up with the employee's Department Head within fifteen (15) calendar days after the occurrence of the matter (or after the Union should have reasonably known of the occurrence of the matter) out of which the grievance arises, shall not be presented or considered at a later date. The Employer agrees that extenuating circumstances may arise where the employee will not have knowledge, within the time limits prescribed, of the matter which resulted in his becoming aggrieved and in such instances the Employer will give due regard and consideration to the time limits set forth above. Extensions to all time limits mentioned in this Article may be made by mutual agreement of the parties in writing.

### Section 4

At Steps 2 and 3 of this procedure, the Union shall be permitted to call no more than two (2) relevant witnesses. If either party wishes to call in additional witnesses, it will notify the other party.

## Section 5

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance in accordance with Section 3.

## Section 6

An employee's grievance will be considered settled upon his written request, or when the complainant ceases to be a regular employee of the City, by resignation, or when time limits to appeal to the next step expire. If the City fails to answer within the prescribed time limits, unless a time extension has been mutually agreed upon as per Section 3 above, the grievance shall automatically advance to the next step.

## Section 7

Grievances will be heard at times most practical to do so. Should times occur during periods other than normal working hours of the grievant and/or other Union representatives, the City shall accept no financial obligation for such time spent by the grievant and/or other Union representatives.

## Section 8

The Union agrees that it shall cooperate with the City by making every effort to handle grievances in such a manner so as to cause a minimum of interference with normal operations of a Department.

# **ARTICLE 10 - Arbitration**

## Section 1

In order to be considered, a request by the Union for arbitration must be received by the Director of Labor Relations or his representative within ten (10) calendar days from the date of decision at Step 3 of the grievance procedure. Grievances not appealed within this time shall be considered as resolved.

## Section 2

Request for arbitration must be in writing and contain the following items: (1) Signed approval to arbitrate of the individual employee(s) involved; (2) The section(s) believed violated; (3) The relief sought; and (4) A statement of the Union's position. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend references to the Article and/or Sections believed violated after receipt by the Director of Labor Relations of the letter requesting arbitration.

## Section 3

Within ten (10) working days from the date of receipt of the arbitration request, either party concerned may write and request the use of the Connecticut Mediation and Arbitration Service unless both parties agree to use the American Arbitration Association.

## Section 4

In addition to the above, either party may elect to use the expedited arbitration procedures, in accordance with the rules and regulations of the Connecticut Board of Mediation and Arbitration, for any grievances involving disciplinary actions of less than a five (5) day suspension without pay and/or any grievances concerning the interpretation and application of routine contractual issues and provisions.

## Section 5

The Arbitrator's fee and expenses shall be borne equally by the parties to this Agreement. The Employer and the Union shall also share equally the expenses of any and all mutually agreed-upon services concerned desirable or necessary in connection with the proceedings.

## Section 6

The Arbitrator(s) selected in accordance with the procedure described in Section 3 of this Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. It is contemplated that the City and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to any hearing and if this is done, the Arbitrator shall confine his decision to the particular matter that was specified; in the event of failure of the parties to so agree on a statement of issue to be submitted, the Arbitrator shall confine his consideration to the written statement of the grievance presented in Step 2 of the grievance procedure. The Arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation or application of the provisions of this Agreement. The Arbitrator(s) shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging, or ignoring the provisions of the Agreement in effect at the time of the occurrence of the grievance being arbitrated, nor shall the Arbitrator have jurisdiction to determine that the

parties have amended or supplemented the Agreement unless that is agreed to as part of the issue to be arbitrated. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in Article 8 above, or which is within the City's or Management's discretion or control, or which is not specifically covered by this Agreement.

The Arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.

In the event either party feels that the Arbitrator has exceeded his jurisdiction, the issue of whether or not jurisdiction has in fact been exceeded may be appealed to any court of competent jurisdiction for the interpretation and decision.

## **ARTICLE 11 - Working Conditions Program**

### **Section 1**

The Union and the City consider themselves mutually responsible for improving the public service through the creation of improved employee morale and efficiency. Accordingly, the parties shall encourage employees to conduct themselves on the job in a workmanlike manner.

### **Section 2**

In the event either party to this Agreement wishes to propose that a change, addition, modification, correction, or deletion in this Agreement be made, the following procedure will be adhered to:

(a) The party proposing the change, addition, modification or deletion shall reduce such to writing and mail it to the City or Union, as the case may be, within a reasonable time.

(b) Thereafter and within a two week period, a meeting of representatives of the parties shall be held to discuss the matter. This time requirement may be waived upon mutual agreement.

(c) If agreement is reached on the proposal, such will be reduced to writing and referred to the City and the Union for ratification, with the recommendation of both parties if such ratification is necessary for implementation.

(d) In the event that no agreement is reached under this Article, it shall not be subject to the fact-finding and binding arbitration procedures under the M.E.R.A., except that mediation can be utilized.

### Section 3

Any agreed upon and ratified change, addition, modification, correction and/or deletion to this Agreement shall become an addendum hereto and become a part hereof.

### Section 4

Nothing herein shall require either party hereof to agree to any particular proposal submitted pursuant hereto. The obligation of both parties is only to discuss any proposal submitted pursuant to this provision.

### Section 5

The City and the Union shall maintain an on-going Labor and Management Committee. The composition, mechanisms and guidelines of this Committee, as well as the subjects for discussion, shall be mutually determined by the parties. It is understood that this Committee shall not have the authority to negotiate additions to, subtractions from, or any other modifications of this Agreement, unless agreed to in writing by both parties in accordance with the provisions of Article 1, Section 3.

### Section 6

The City and the Union shall maintain an on-going Safety and Health Committee. The composition, mechanisms and guidelines of this Committee, as well as the subjects for discussion, shall be mutually determined by the parties. It is understood that this Committee shall not have the authority to negotiate additions to, subtractions from, or any other modifications of the Agreement, unless agreed to in writing by both parties in accordance with the provisions of Article 1, Section 3.

## **ARTICLE 12 - Meal Allowance**

### Section 1

Effective upon the ratification by the Board of Aldermen, meal allowance shall be provided for those employees required to work beyond their normal scheduled work hours and continue to work one half hour past the meal hours listed in Section 2, or who have been recalled to work to perform emergency snow, ice control and flood control work. The rates shall be as follows:

Upon ratification or award: \$6.00 per meal  
Effective 7/1/13: \$7.00 per meal  
Effective 7/1/14: \$8.00 per meal

## Section 2

The meal allowance shall be provided for those employees working on overtime one half hour past the meal times of 6 p.m., 12 midnight and 6 a.m. Also, a meal allowance at the rates stated in Section 1 above shall be provided for the noon meal in those instances when the work being performed is on a paid holiday or Sunday and the employee was not given notice to work the day prior to such assignment.

## Section 3

The meal allowance shall be paid as part of the regular wages.



### **ARTICLE 13 - Prior Practices**

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless it is specifically superseded by a provision of this Agreement.

### **ARTICLE 14 - Non-Discrimination**

There shall be no discrimination against any employee by the Union or the City because of his race, color, sex, religious creed, national origin, sexual orientation, political or Union affiliation.

### **ARTICLE 15 - Insurance**

#### **Section 1**

(A) The City shall offer all employees scheduled to work twenty (20) hours per week or more and their eligible dependents one of the following four medical care plans, summaries of which are attached as Appendix A-1, A-2, A-3, and A-4 respectively:

1. Lumenos High Deductible/HSA eligible plan ("HDHP")
2. Century Preferred Comp/Mix plan ("Comp/Mix")
3. BlueCare POE ("POE")
4. Century Preferred PPO ("PPO")

Prescription coverage for the Comp/Mix, POE, and PPO programs shall be as stated on the attached Medical Benefits Matrix (Appendix A-5). The Department of Human Resources maintains all governing plan documents and applicable riders. There will be an annual open enrollment period per contract year.

(B) Each year, at a schedule established by the City, the City may hold a required re-enrollment for all bargaining unit members and their eligible dependents. At this time all members will be required to re-enroll in their choice of the City's offered medical benefit plans pursuant to the regulations prescribed by the Department of Human Resources. Any individual not participating in this re-enrollment will not be eligible for continuation of medical benefits. During the course of this Agreement, the City may require continuing proof of spouse and/or dependent eligibility. New employees shall not be eligible for medical benefits until such time as they provide documentation acceptable to the Department of Human Resources. Subsequent to re-enrollment or enrollment, any changes in dependent or spouse status must be communicated to the Department of Human Resources immediately upon such change taking place. Claims or copay amounts improperly paid shall be promptly reimbursed to the City by the employee.

Members enrolled in the Lumenos plan may earn up to 50% of their required deductible by participating in wellness activities set forth in Schedule B. Such Schedule may be revised from time to time by the City; in no event shall such revision decrease the total earnable amount. The earned amount shall be credited to a Health Incentive Account (HIA). In no event shall the HIA amount credited in a single year exceed 50% of the required deductible (i.e., \$1000 per single; \$2000 per family); nor shall the total HIA balance exceed 100% of the required deductible (i.e., \$2000 per single; \$4000 per family) in any given year.

## Section 2

Additionally, the City shall make available to eligible employees, as defined above, a Full Service Dental Plan for employees and all eligible dependents including the unmarried dependents children rider ages 19-26 and Dental Riders A (Additional Basic Benefits), B (Prosthodontic), C (Periodontics), and D (Orthodontics).

## Section 3

The City shall continue to provide and pay for the twenty thousand dollars (\$20,000) life insurance coverage to eligible employees.

## Section 4

The Vision Care Rider shall be offered to all eligible employees and eligible dependents covered by one of the above-referenced medical plans regardless of the medical benefit plan chosen.

## Section 5

Effective upon the ratification and legislative approval of this Agreement, there shall be an open enrollment period, after which employees must contribute a percentage of the cost of his/her health and dental premiums based on the Fully Insured Equivalent rates in effect at the time. These contributions shall be made through weekly payroll deductions as follows:

<b>Year</b>	<b>Lumenos</b>	<b>Comp Mix</b>	<b>Blue POE</b>	<b>Care</b>	<b>Century Preferred PPO</b>
Upon Open Enrollment	7%	14%	18%		20%
7/1/13 to 6/30/14	9%	15.25%	19.25%		21.25%
7/1/14 to 6/20/15	11%	15.25%	19.25%		21.25%

No later than sixty (60) days after the ratification and legislative approval of this Agreement the City will hold a one-time, required enrollment for all bargaining unit members and their eligible dependents. At this time all members will be required to enroll in their choice of the City's offered medical benefit plans pursuant to the

regulations prescribed by the Department of Human Resources. Any individual not participating in this enrollment will not be eligible for continuation of medical benefits.

Employees who elect the dental benefits mentioned in Section 2 of this Article shall be responsible for paying ten percent (10%) of the cost, based on the Fully Insured Equivalent rate, of the single, couple, or family plan selected.

#### Section 6

The City shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

#### Section 7

All new employees shall serve a probationary period of one hundred twenty (120) working days. Such employees shall be considered at-will employees for the probationary period. New employees shall be eligible for health benefits commencing on the first day of the month after completion of sixty (60) calendar days of employment. However, they shall not be eligible for personal days or sick days until satisfactorily completing their probationary period. Once the employee has satisfactorily completed his/her probationary period the employee becomes eligible for sick leave and vacation time, which shall be determined by the employee's original date of hire.

#### Section 8

The City shall provide the following medical insurance coverage for retirees who were hired before the ratification of this Agreement:

(A) The City shall continue to provide and pay for the medical insurance as provided for all eligible employees under one of four medical care programs known as the Lumenos High Deductible Plan, the Comp Mix Plan, Bluecare POE, and Century Preferred PPO, for all eligible employees who retire and who meet the criteria set forth herein.

- (1) Twenty five (25) years service or meets the criteria to retire under the rule of 80.
- (2) Twenty (20) years of service and retire with a service-connected disability.
- (3) Fifteen (15) years of service and retire on disability and meet the total and permanent requirements of Social Security.

(B) For employees with more than ten (10) years of service upon ratification of this Agreement by the Board of Aldermen or the effective date of the interest arbitration award, such medical insurance shall be provided for the employee's spouse. In addition, such eligible spouses of employees who are still working but meet the above criteria and die while still an employee will be covered under this provision until such time as the employee would have reached age sixty-five (65). Further, such eligible spouses of retirees who are retired and meet the above criteria and die prior to age sixty-five (65) shall continue to be covered until such time as the retiree would have reached age sixty-five (65).

For employees with less than ten (10) years of service upon ratification of this Agreement by the Board of Aldermen or the effective date of the interest arbitration award, such medical insurance shall be made available for the employee's spouse until such time as the employee would have reached age sixty-five (65); spousal premium cost sharing shall be the same percentage as active employee single coverage plus an additional 25%.

(C) Employees who retire on or after July 1, 1998, shall make a monetary contribution for a portion of the medical insurance premiums in an equal amount as called for with active employees. Provided the required contribution is made said coverage shall continue until the retiree reaches age sixty-five (65). In addition, employees who retire after the Effective Date of this Agreement shall be required to re-enroll during open enrollment period, including after the execution of each new successor contract, along with the active members of Local 424. Such employees shall be entitled to choose among the medical insurance plan options offered to active members, at the same rate paid by such active employees, except as otherwise provided in Section 8(B).

(D) For retirees who satisfy the above criteria (and their spouses, provided that the employee has more than ten (10) years of service upon ratification by the Board of Aldermen or the effective date of the interest arbitration award) and who reach the age of 65, the City shall assist in providing coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 70. If the retiree dies prior to age 70 then his/her eligible spouse will continue to be covered by Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree would have reached age 70 as of he/she lived. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all age appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City. The retiree shall be responsible for paying the same premium

cost sharing for the Medical Supplement Plan C as he/she was paying for the chosen medical plan coverage prior to turning age sixty-five.

(E) Employees hired after the ratification date or the effective date of the interest arbitration award of this Agreement shall not receive retiree medical benefits.

#### Section 9

The City may change insurance carriers; however, the benefits enjoyed under the current plans will not be diminished. The Union will be notified prior to any change and if the Union wishes, the City will fully discuss any changes with them prior to their implementation. If a change of carriers is made, the amount that an employee is contributing for coverage in the program shall not be changed for the duration of this Agreement.

#### Section 10 - Domestic Partner Benefits

In the event there is a change in Connecticut Law which has the effect of divesting health care benefits from employees in same sex marriages, the parties agree to negotiate a resolution of the issue.

### **ARTICLE 16 - Management Rights**

#### Section 1

Parties agree that the health and safety of the public requires clear management authority and freedom to make decisions. It is further understood and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions on matters not expressly provided for this Agreement are reserved to the City. By way of illustration, but not limited in any way to the following or to those matters similar or related to the following, the City retains the right through its Commissions, Boards and Department Heads to determine all matters concerning the management or administration of the various Departments of the City, the right to direct the working force, to hire and transfer employees, to combine and eliminate jobs.

### **ARTICLE 17 - Union Activities**

#### Section 1

Union activities shall be carried on in such a manner so as not to interfere with departmental activities and with the approval of Department Heads; however, this provision is not intended to exclude normal Union activities.

The Union shall notify the Department Head at all times and the Director of Labor Relations of the names of current Union Officers and the Steward(s) responsible for processing grievances.

## Section 2

Employees engaged in normal Union activities involving City officials shall not have their pay suspended if such meetings have the approval of the Director of Labor Relations.

Employees shall notify their Department Heads at least twenty four (24) hours in advance of such meetings.

## Section 3

The Union agrees it will not in any manner whatsoever, either directly or indirectly, support, condone, or in any way assist with any movement or effort which might in any fashion have the effect of changing or altering this Labor Agreement. Such agreement includes, but is in no way limited to, the supporting, either directly or indirectly, of any legislation which would result in the alteration of any of the terms of this Agreement.

## Section 4

Two (2) members of the Union, not from the same subdivision unless with the approval of the Director of Public Works, shall be granted leave with pay to attend the quarterly UPSEU Regional Council meeting and the biennial UPSEU National Convention. The Union shall notify the Director of Public Works, in writing, as to who the two (2) representatives shall be. Such written notice shall be made at least thirty (30) days prior to such convention. Additionally, the City agrees to allow the Union to request union leave for its members and that request will be considered on a case-by-case basis by the Director of Labor Relations.

## Section 5

The Union's Negotiating Committee will be limited to a maximum of six (6) members with no more than two (2) representatives from the same subdivision as defined in Article 3, Section 4(f) of this Agreement. The only exception to this formula is that three (3) members of the UPSEU Local 424, Unit 34 Chief Steward's subdivision shall be allowed in lieu of one of the other subdivisions having two (2) representatives.

## Section 6

Union bulletin boards shall be placed in the central cafeteria and refuse areas of the Department.

## **ARTICLE 18 - Discipline**

### **Section 1**

Divisional Heads of the Department shall exercise full disciplinary authority consistent with their own oaths of office and their responsibilities to direct employees to perform the required work duties in order to achieve departmental program goals and satisfactory municipal services to the general public.

### **Section 2**

All disciplinary actions shall be applied in a fair and just manner and shall be subject to the principles of progressive discipline.

### **Section 3**

Normally, unless otherwise provided in this Agreement, (a) a written warning, (b) suspension without pay and (c) discharge and shall ordinarily follow this order.

### **Section 4**

All disciplinary action may be appealed through the established grievance procedure.

### **Section 5**

(a) All suspensions and discharges must be stated in writing and a copy given to the Union and the employee.

(b) Permanent employees shall only be discharged for just cause.

### **Section 6**

(a) All verbal warnings and written warnings shall be removed from an employees record after a period of 2 years if there has been no reoccurrence of the infraction and the employee has a good work record. All other disciplinary records (i.e., suspensions, loss of bidding rights, reduction in grade) shall be removed from an employees work record after three (3) years if there has been no reoccurrence of the infraction and the employee has a good work record.

(b) Once an employee has satisfied the prerequisites of (a) above, the Employer agrees that it will never bring the warnings or suspensions up again.

### **Section 7**

Employees who are discharged during the probationary period shall not have recourse to appeal said discharge to arbitration under Article 10 of this Agreement.

## **ARTICLE 19 - Overtime**

### **Section 1**

Each subdivision within the Department shall arrange for the distribution of overtime within its own subdivision, consistent with the principle of distributing overtime as equitably as is practicable among the employees holding the classification affected by the overtime work. Notwithstanding the foregoing, a single overtime list shall be maintained for snow plowing, which shall include all Department employees except Mechanics, who shall have their own snow operation overtime list.

The Department of Public Works shall post a weekly overtime distribution list and shall assign overtime on a rotating basis. Overtime shall be offered on an equal basis by number of opportunities offered. If, after a six month period, a significant discrepancy of overtime assignments exists despite the City's efforts to offer overtime on a rotational basis, the Union may request that the Office of Labor Relations conduct a review. If, upon that review, the Department of Public Works does not have sufficient substantiation for such discrepancy, the parties shall conduct a meeting between the Director of Public Works (or his/her designee), the Director of Labor Relations and Union representatives.

### **Section 2**

Overtime work shall be compensated at time and one-half an employee's current hourly rate and shall be administered as follows:

- (a) Time and one-half for all hours worked in excess of eight (8) hours in a work day.
- (b) Time and one-half for all hours worked in excess of forty (40) (for which overtime has not previously been earned) in any one work week.
- (c) Time and one-half for all hours worked on Saturday, provided the employee has worked Monday through Friday inclusive, eight (8) hours each day.
- (d) (i) If the employee has not worked Monday through Friday inclusive, eight (8) hours each day, he shall be compensated at his current hourly rate for all hours worked on Saturday. This provision shall apply, irrespective of the reason for absence during the week, unless such absence was due to an employee being off for a paid holiday. A holiday paid for but not worked shall be counted as a day worked for the purpose of computing overtime beyond forty (40) hours per week only if the holiday is a scheduled work day for the employee.
- (ii) When an employee on vacation is called into work, he will be paid time and one-half his regular hourly rate for the hours he actually works.
- (iii) When a holiday falls within an employees vacation period, thereby extending



his vacation one day into the next scheduled work week, it will be counted as time worked for the purpose of overtime.

### Section 3

Overtime distribution records shall be maintained by the various subdivisions and shall begin anew each January 1.

### Section 4

Employees shall work overtime when requested to do so and failure to work as requested will result in the employee being charged with the overtime hours on the overtime distribution records. In addition, employees who have agreed to work overtime and/or who are required to work overtime and fail to work will be subject to progressive discipline up to and including termination, unless the employee gives notice the day prior to said overtime that he/she is no longer available, provided, however in the case of voluntary overtime the employee may not be disciplined if the employee notifies the employer no later than noon the prior work day. Any employee whose name appears on the Standby List and is unavailable to work or fails to report to work during a snow emergency, unless the employee has a legitimate excuse, said employee's name shall be removed from said list and shall not be paid Standby for the duration of that period of the year in question.

### Section 5

Initial assignment of overtime will be based on the most senior employee being offered the first assignment and thereafter assignments shall be on a rotating basis as described in Section 1 of this Article.

### Section 6

Employees transferred or hired into a subdivision will be credited with a number of overtime opportunities which constitutes an average of opportunities recorded for employees in the same classification having the highest in total overtime opportunities and the employee having the lowest in total overtime opportunities. Employees returning to the subdivision from medical leave or other authorized leave shall be credited with the number of opportunities previously recorded or the average of the highest and lowest in his classification, whichever is greater.

### Section 7

The overtime procedure described in this Article is in no way intended to apply to employees of the Refuse Division of the Department.

## Section 8

Employees shall only be allowed to drive a snow plow for sixteen (16) consecutive hours. Thereafter, the employee shall have the option to refuse further consecutive non-driving work.

## Section 9

Employees in the Refuse Division shall be called in for overtime during snowstorms or other emergencies as drivers or laborers prior to other employees being utilized from other departments in the City or other bargaining units.

## Section 10

Changes to be made to scheduled and assigned overtime shall be discussed with the union at least seven (7) days prior to any changes being made. If an agreement is not reached, the City retains the right to change overtime assignments as long as it does not alter the terms of the collective bargaining agreement.

# **ARTICLE 20 - Emergency Call-In**

## Section 1

For the purpose of this Agreement, emergency is defined as a condition which necessitates corrective action immediately and which requires that employees be called back to work prior to their regularly scheduled starting time. It is not the intent of the parties that employees required to come in early due to another employee being absent is to be construed as an emergency. Employees required to report under such circumstances shall be compensated at their current hourly rates.

## Section 2

Employees called in for emergency work as defined above shall be paid as follows:

- (a) If an employee is required to and reports to work four (4) or more hours prior to his regularly scheduled starting time, a minimum guarantee of four (4) hours pay at 1-1/2 his hourly rate.
- (b) If an employee is required to and reports to work less than four (4) hours prior to his regularly scheduled starting time, the employee shall receive 1-1/2 his current hourly rate for all hours worked up to his regularly scheduled starting time.

### Section 3

If City Hall and other agencies are open and various departments of the City are functioning, employees who do not report for work or who do not report to work within a reasonable hour because of snow, ice or other storms, shall be charged with loss of pay for that day.

### Section 4

In times of an emergency as determined by the Department Head, all full time employees are subject to assignment to any additional duties as required, provided that regular drivers of vehicles to be used in the emergency shall, where practicable and possible, be given first opportunity to work such emergency overtime. All employees who are qualified and fail to report for duty when called during an emergency shall be subject to appropriate disciplinary action. However, before such disciplinary action is taken, the employee shall be given an opportunity to explain why he was unable to report for such emergency duty, which shall be at the beginning of the next work day or shift, or sooner if possible.

## **ARTICLE 21 - Hours Of Work**

### Section 1

The work week for all full time, permanent employees shall be from Sunday midnight (12:00 a.m.) to 11:59 p.m. the following Saturday.

### Section 2

Shifts shall be eight (8) hours each, and shall be designated as follows:

- (a) 1st shift - 7:00 a.m. to 3:30 p.m.
- (b) 2nd shift - 3:00 p.m. to 11:00 p.m.
- (c) 3rd shift - 11:00 p.m. to 7:00 a.m.
- (d) 4<sup>th</sup> shift – A twelve hour shift as determined by the Department based upon the timing of the storm, with overtime paid after eight (8) hours. (Mechanics during emergency operations only)
- (e) 5<sup>th</sup> shift – A twelve hour shift as determined by the Department based upon the timing of the storm, with overtime paid after eight (8) hours. (Mechanics during emergency operations only)

### Section 3

(A) The hours of the daytime Market Crew or Barrel Crew shall be Monday-Friday, 7:00 a.m. to 3:30 p.m. and shall consist of one (1) driver and one (1) laborer. There shall be a second shift for the Market Crew from 3:30 p.m. to 11:30 p.m.

Employees who work such shift shall be entitled to the shift differential for the second shift in accordance with Article 23, Section 9.

The hours of the nighttime Market Crew shall be Monday-Friday, 11:00 p.m. to 7:00 a.m. and shall consist of one (1) driver and one (1) laborer. Said employees on the nighttime Market Crew shall receive overtime for all hours worked on Standby and Sunday provided the employee qualifies under Article 19, Overtime.

(B) The hours of the night Sweeping Crew shall be Monday-Friday, 11:00 p.m. to 7:00 a.m. with all hours worked on Saturday or Sunday being overtime provided the employee qualifies under Article 19, Overtime.

(C) The normal hours of the Eviction Crew shall be Monday-Friday, 7:00 a.m. to 3:30 p.m.

(D) Sidewalk and Street Sweeping Crew: From April 1 through September 30 of each calendar year, the normal hours of the Sidewalk and Street Sweeping Crew shall be for forty (40) hours per week. At all other times of the year, it will be at the sole discretion of the Director of Public Works, or his/her designee, as to whether or not the crew members will be assigned to overtime work. Hours for street sweeping at night shall be consistent with the Market Crew (11:00 p.m. to 7:00 a.m.).

At all times during the year, the Director of Public Works, or his/her designee, may use volunteers for Downtown Sidewalk Sweeping; so long as during the period of April 1 through September 30 of each calendar year the member of the crew affected by the volunteer(s) is assigned overtime work elsewhere. The use of volunteers shall be at the sole discretion of the Director of Public Works, or his/her designee.

All hours worked on Saturday or Sunday shall be at overtime rate provided employee qualifies under Article 19, Overtime.

#### Section 4

All employees shall be entitled to one coffee break of fifteen (15) minutes per day.

#### Section 5

The work week described above, with the exception of Section 3, is in no way intended to apply to employees of the Refuse Division of the Department.

#### Section 6

Employees may engage in outside employment except when such outside employment, in the opinion of the Director of Public Works, is inconsistent with the employee's primary obligation to the City of New Haven or interferes with an employee's duties and responsibilities to the City. The employee must notify the Director of Public Works of any outside employment.

## **ARTICLE 22 - Refuse Collection Incentive And Workweek**

### **Section 1**

The workweek for employees in the Refuse Division is defined as Monday through Friday, inclusive, eight (8) hours each day.

### **Section 2**

Employees in the Refuse Division shall be paid eight (8) hours at their current hourly rate for each day worked (Monday through Friday inclusive) irrespective of the hours needed to complete their routes, with the exception that any hours worked in any one day beyond eight (8) hours (Monday through Friday inclusive) exclusive of holidays, shall be compensated at time and one-half (1-1/2) their current hourly rate.

All refuse collection, recycling and yard waste collection routes shall be picked up on the day that they are scheduled to be collected.

### **Section 3**

If Refuse Division employees work on Saturday, they shall be paid eight (8) hours at time and one-half their current hourly rate, irrespective of the number of hours needed to complete their routes. It is the understanding that the one day per week Refuse Collection plan is designed for a maximum of twelve (12) Saturdays worked per year on a week in which a holiday occurs on Monday through Friday inclusive. Employees who bookoff on such Saturdays shall be subject to discipline for such bookoff absent exigent circumstances.

### **Section 4**

Vacations for Refuse Division employees shall be compensated at five (5) days pay per vacation week.

### **Section 5**

A paid holiday, not worked, shall not be considered as an absence when the holiday falls or is celebrated on a Monday through Friday.

### **Section 6**

The routes may be restructured at the discretion of the Public Works Director.

## Section 7

The refuse truck driver and refuse laborers are responsible for the cleaning and routine maintenance of their trucks.

## Section 8

All laborers and truck drivers shall report to the garage at the start of the work day before going out on their routes and report back to the garage after they complete their routes before going home.

## Section 9

Each refuse truck will be assigned a broom and a shovel which will be used to clean up the area in the event that they break the refuse bag or spill any refuse from the bucket or can. Any and all incidents of comingling and/or broken refuse bags prior to the arrival of the refuse truck shall be reported to the Public Works Director before the end of the work day.

## Section 10

All trucks that have mobile radios are to be turned on at all times while the truck is in service. The Refuse Department must be in contact with all the trucks at all times. Radios that are in disrepair must be reported immediately to your Supervisors. At the end of the shift, all drivers of radio vehicles must call in to see if there are any complaints.

## Section 11

Any material weighting 75 pounds or less must be picked up. This shall include picking up any bulk trash item in a proper container or bundle four feet in length or less. Supervisors, and only Supervisors, will make the determination on what is to be left behind.

## Section 12

Each driver must instruct the laborers to place cans on the three belt area standing up. Cans should not be thrown in the street area.

## Section 13

All trucks are not to leave the refuse garage until 5:00 a.m. (unless other mutually acceptable times are necessary due to emergencies) and drivers should ensure that their laborers are aboard.

#### Section 14

All traffic regulations must be obeyed. Trucks shall not pick up refuse by driving up the center of the roadway.

#### Section 15

There shall be eight (8) refuse collection routes for the one day per week refuse collection plan. Until all driver positions in the Department of Public Works are filled, open school routes and recycling routes shall be considered bid jobs and shall be assigned only by seniority to refuse laborers within the Refuse Division and shall be paid pursuant to past practice. Upon the City hiring additional refuse drivers the route(s) will revert to non-bid and assigned to drivers.

#### Section 16

The number of routes as specified in Section 15 above shall remain for the life of the Agreement.

#### Section 17

There shall be no subcontracting of refuse collections normally collected by bargaining unit employees during the life of the Agreement.

#### Section 18

The refuse collection crews shall pick up all yard waste in proper containers or in bundles. This shall include the separate pick up of all recyclables. The yard waste shall be collected separately from all other refuse, that is, yard waste shall not be mixed with the refuse in the refuse truck. Unless directed otherwise by the Director of Public Works, the refuse crews shall complete the refuse collection route scheduled on a day, empty the refuse from the truck, clean out the packer section, and return to their route to pick up the yard waste. The yard waste shall be dumped at a location determined by the Department.

### **ARTICLE 23 - Wages**

#### Section 1

Effective July 1, 2010, there shall be no increase in the hourly rates of pay (0%).

Effective July 1, 2011, there shall be no increase in the hourly rates of pay (0%).

Effective July 1, 2012, the hourly rate of pay shall be further increased by three percent (3%) retroactive to January 1, 2013.

Effective July 1, 2013, the hourly rate of pay shall be further increased by two percent (2%) retroactive to November 8, 2013.

Effective and retroactive to July 1, 2014, the hourly rates of pay shall be increased by two percent (2%).

Effective and retroactive to July 1, 2015, the hourly rate of pay shall be further increased by two and one-quarter percent (2.25%).

The hourly rates to become effective in accordance with Section 1 above are as follows:

	Hourly Rate <u>7/1/10 –</u> <u>0%</u>	Hourly Rate <u>7/1/11 –</u> <u>0%</u>	Hourly Rate <u>7/1/12 –</u> <u>3%</u>	Hourly Rate <u>7/1/13 –</u> <u>2%</u> <u>(retro to</u> <u>11/8/13)</u>	Hourly Rate <u>7/1/14 –</u> <u>2% (retro</u> <u>to 7/1/14)</u>	Effective 12/3/14 *per Section 3 (b) below	Hourly Rate <u>7/1/15 –</u> <u>2.25%</u>
Laborer	20.55	20.55	21.16	21.58	22.01		22.51
Refuse Laborer	22.08	22.08	22.74	23.42	23.89		24.43
Refuse Truck Driver	23.89	23.89	24.51	25.00	25.50		26.07
Equipment Operator I	20.74	20.74	21.36	21.79	22.23	23.00	23.52
Equipment Operator II	21.09	21.09	21.72	22.15	22.59	25.00	25.56
Equipment Operator III*	21.63	21.63	22.28	22.73	23.18	25.75	26.33
Parts & Equipment Specialist	26.80	26.80	27.60	28.15	28.71		29.36
Mechanic B	23.73	23.73	24.44	24.93	25.43		26.00
Mechanic A	25.22	25.22	25.98	26.50	27.03		27.64
Lead Mechanic	28.48	28.48	29.33	29.92	30.52		31.21

## Section 2

(a) A Mechanic who is assigned to work on the BullDozer and Compactor at the landfill shall receive an additional \$.25 per hour for each hour assigned to the landfill.

(b) Any employee hired as a Mechanic B shall automatically advance to a Mechanic A on his 1st year anniversary of employment provided he/she possess a #102 drivers license.

## Section 3

(a) Equipment Operator I – Dump truck (35,000 GVW), Rack body truck with lift gate, Cab van truck, Compressor, Waterwagon

Equipment Operator II – Roller, Streetsweeper, Refuse packer truck, Vactor machine, Roll off truck, payloador, back hoe, bobcat

Equipment Operator III – Tractor with trailer

Equipment Operators in higher classifications shall be required to operate equipment in the lower classifications.



(b) Effective upon ratification of this Agreement by the Board of Aldermen or the binding arbitration award, whichever comes first, the Equipment Operator I hourly rate shall be increased to \$23.00 per hour, Equipment Operator II hourly rate shall be increased to \$25.00 per hour, and Equipment Operator III hourly rate shall be increased to \$25.75 per hour. Such hourly rates shall be subject to any negotiated or awarded prospective general wage increase.

Employees known as durational and/or temporary and/or seasonal laborers shall be paid at the rate of \$15.50 per hour effective, but not retroactive, to July 1, 2012. For subsequent years, this rate shall be adjusted by the general wage increases provided for in this Agreement. It is understood and agreed that said adjusted rate shall be effective and paid to the employee upon issuance of the award in Case No. 2011-MBA-62.

(c) Employees shall have nine (9) months from the date of ratification of this Agreement or the binding arbitration award, whichever comes first, to qualify for the Equipment Operator II or Equipment Operator III position. Anyone who does not qualify after nine (9) months shall be classified as an Equipment Operator I provided that they qualify for such position. Any individual who does not qualify for the Equipment Operator I position after nine (9) months shall be classified as a Laborer.

Any employee who is reclassified at a lower position pursuant to the above paragraph shall maintain their current wage, but shall not be entitled to a differential in the event they are called upon to operate equipment in the higher classification for which they are qualified.

(d) Maintenance of a CDL is a condition of employment. The eight (8) members of Local 424 who do not have CDLs as of July 1, 2010 shall not be subject to this provision; however, within one (1) year of ratification of this Agreement or the binding arbitration award, whichever comes first, the City shall reimburse any such employee for all classroom and testing costs and fees associated with obtaining the CDL Class A license once the employee has successfully passed the examination.

Training for CDL licensing and for equipment operation shall be offered by the Department and made available to all employees to attend on their own time.

#### Section 4

In addition to their current hourly rates, employees regularly assigned to either the second or third shifts, shall receive forty cents (\$.40) per hour for the second shift and forty five cents (\$.45) per hour for the third shift. This shift premium is intended to apply only to those employees who normally work these respective hours and is in no way intended to apply to overtime and/or call-in hours which may fall into second or third shift hours.

#### Section 5

When more than one premium or overtime rate is applicable, the highest of such rates shall apply. There shall be no pyramiding of premium and/or overtime rates.

#### Section 6

Employees who have customarily been provided with rain gear and gloves shall continue to receive same. When such gear becomes worn out or damaged, it will be replaced by the City only if the worn out or damaged article is given back to the Employer.

#### Section 7

The parties agree to a minimum of a 15 person Standby list for a 10 week period during snow storms commencing during the month of December. Said list shall be established by the Director of Public Works and the Chief Steward and shall consist of employees who normally get called in to work for snow removal. Employees on the Standby list shall receive \$40.00 per week for this period. Employees on the Standby List must be available for all snow storms and failure to be available for a snow storm shall result in their name being removed from said list according to the terms of Article 19, Overtime, Section 8.

#### Section 8

Mechanics shall receive an annual \$150 tool allowance.

### **ARTICLE 24 - Longevity**

#### Section 1

This Article 24 shall not apply to any bargaining unit employees with fewer than five (5) years of service effective upon issuance of the award of the panel in Case No. 2011-MBA-62, or who are hired after such date.

All eligible bargaining unit employees with over five (5) years of service upon issuance of the award of the panel in Case No. 2011-MBA-62 shall receive longevity pay as follows:

(A) For those eligible employees the amount of longevity pay shall be determined by multiplying the employees regular hourly rate times 2080 hours or those hours less which an eligible employee has actually earned and received between January 1 and December 31, of the calendar year, by the appropriate percentage figure. In calculation of the annual salary the maximum amount that an employees longevity can be calculated at is the employees hourly rate times 2080 annual hours. Longevity calculations shall not include any overtime hours or premium pay.

(B) Longevity payments shall be made in a lump sum during the month of January, and such lump sum shall be the amount due each eligible employee for the immediately preceding calendar year and shall be arrived at in accordance with the procedure set forth in item (A) of this Article.

(C) Longevity for a calendar year means that the employee receives such payment for only that portion of the calendar year in which he is eligible. For example, should an employee reach his service anniversary date in March, his longevity would be computed on that portion of his actual regular annual earnings which he earned and received from the next full pay period immediately following his service anniversary date through December 31.

## Section 2

Employees with more than five (5) but less than ten (10) years of continuous service shall have longevity computed at 1% or \$125, whichever is greater, of their actual regular earnings as set forth in Section 1(A) above; employees with more than ten (10), but less than twenty (20) years of continuous service, shall have longevity computed at 3% or \$250, whichever is greater, of their actual regular annual earnings as set forth in Section 1(A) above; employees with more than twenty (20) years of continuous service shall have longevity pay computed using 4% or \$350, whichever is greater, in accordance with Section 1(A) above.

## Section 3

Longevity pay shall not be compounded from year to year. The appropriate percentage shall simply be applied to that portion of an eligible employee's regular annual salary which he has actually earned and received by December 31 (as specified in Section 1(A) above).

## Section 4

An employee who retires, either for reasons of age and/or disability, shall be entitled to a prorated longevity payment for that portion of the calendar year he worked prior to such retirement.

An employee who is terminated for any other reason is not entitled to longevity for the calendar year in which such termination occurs.

## **ARTICLE 25 - No Strike Provision**

### **Section 1**

The Union agrees that during the length of this Agreement, it will not call or support any work stoppage or strike against the City.

### **Section 2**

The City agrees that there shall be no lock out of employees during the life of this Contract.

### **Section 3**

All negotiations, agreements or contracts between Local 424, Unit 34 and any agency outside the jurisdiction of the City of New Haven, in no way affect the provisions of this Agreement.

### **Section 4**

The Union agrees that any of its members participating in any work stoppage, strike, or slowdown may be discharged by the City.

### **Section 5**

The Union agrees that it will use its best efforts to cause its members, individually and collectively, to perform and render legal and efficient service on behalf of the City and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

### **Section 6**

If an employee is confronted with a riot situation and he feels that his personal safety is challenged, he will withdraw from the riot area and contact his Supervisor immediately for instructions.

## **ARTICLE 26 - Pension**

### **Section 1**

Schedule A, attached hereto, a reinstatement of Articles I and IV of the City Employees Retirement Fund (Special Act 379) incorporates negotiated amendments pertaining to Local 424, Unit 34, which shall become effective July 1, 1992.

## **ARTICLE 27 - Residency**

There shall be no residency requirement for all bargaining unit employees.

## **ARTICLE 28 - Partial Severance**

If any part of this Agreement is rendered invalid by reason of any existing or subsequently enacted legislation, valid regulations or order or by final action of a tribunal of competent jurisdiction, invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and all said portions shall remain in full force and effect.

It is agreed that this Agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which the parties have and leading to or resulting in the execution and delivery of this Agreement or any amendment thereof and that anything not written and executed portion of this Agreement shall be referred to the connection with its construction.

## **ARTICLE 29 - Personal Leave**

Each employee shall be entitled to three (3) personal days per calendar year which must be taken along with any carry over personal days. Such leave shall be with pay and not charged against sick leave.

Effective December 31, 1987 and each December 31<sup>st</sup> thereafter all personal days must be utilized or they will be lost.

An employee intending to utilize personal leave shall notify his Supervisor at least twenty four (24) hours prior to the commencement of the employee's next scheduled shift in which such leave will be used, unless such notification is impossible due to circumstances beyond the employee's control. Such leave shall be subject to approval by the Department Head in light of operational needs.

## **ARTICLE 30 - Coverage**

The provisions of this Agreement shall be binding upon the Employer and its successors or assigns.

## **ARTICLE 31 - Supervisors**

No Supervisor shall perform the work ordinarily performed by members of this bargaining unit, unless no member of this bargaining unit is available.

### **ARTICLE 32 - Training**

Effective upon implementation of this Agreement, or as soon as practicable thereafter, the Director of Public Works, or his/her designee, shall implement a program for training. Such training shall be offered to all employees by seniority and shall be posted, for at least 10 working days, at the following locations within the Department of Public Works: wherever postings are normally placed, in the central cafeteria and in the Refuse break room. The training will be scheduled during the regular workday where practicable. Training may occur during other days/hours on an overtime basis where the Director of Public Works, or designee, determines that it is not practicable to schedule such training during regular work hours.

(a) Should bargaining unit members not be available to perform the training, then supervisors or other personnel may be the trainers.

(b) The Director of Public Works or designee shall determine if an employee who has been in a training program is qualified to operate a piece of equipment on a continuing basis.

(c) All permanent employees hired after the implementation date of this Agreement shall be required to have and maintain a CDL with proper endorsements as a condition of employment. Every July 1st and January 1st those employees, as well as existing employees with CDL's, shall show their valid CDL to the Director of Public Works or designee.

### **ARTICLE 33 – Health & Safety Committee**

The City and the Union shall establish monthly, or at other mutually agreed to times between the City and the Union, Health and Safety Committee meetings, with three representatives selected by management and three representatives chosen by the Union.

Employees shall receive regular training in the handling of hazardous and toxic waste and in no case shall the training be less than once annually. In addition, employees shall receive other regular or annual training in order to perform their job in the safest and most efficient manner possible.

### **ARTICLE 34 – Reclassification Review Committee**

A Reclassification Review Committee shall be established, consisting of two (2) persons from the Union, appointed in writing by the Chief Steward of Local 424, Unit 34, and two (2) persons from the City, appointed in writing by the Labor Relations Director. The Reclassification Review Committee shall meet as needed, but in no event less than

once per year. A quorum shall consist of three (3) persons and a simple majority vote shall govern all matters brought before the Committee.

Job Reclassification Criteria: A position within the scope of Local 424, Unit 34 shall be considered for reclassification when an increase in duties and/or responsibilities of the employee holding said position or performing in said position in lieu of permanent appointment has been justified as described below:

An Increase In Duties: When an employee is directed to permanently perform additional duties which are not included in the job description on file at the Personnel Office for the position the employee was appointed to.

An Increase In Responsibilities: When the employee is directed to permanently perform additional responsibilities which increase accountability for work performed which is not included in the job description on file at the Personnel Office for the position the employee was appointed to.

If the increased duties and responsibilities are incidental in nature they shall be deemed to fall within the statement found in all City job descriptions which reads, "Performs Related Duties As Required" and not be considered as a measure for reclassification.

The Reclassification Review Committee shall also have the authority to address pay inequities for specific jobs in which a job audit has been performed and a salary increase is recommended. Reclassification requests shall be reviewed in the chronological order submitted whenever practical and consideration of positions which have not been reclassified previously shall be considered prior to jobs which have been reclassified previously.

The Reclassification Review Committee shall also have the authority to establish its own rules and regulations as it deems necessary.

Nothing prescribed herein shall prejudice the Unions right or the City's obligations to negotiate over mandatory changes in job duties as specified in the MERA.

## **ARTICLE 35 - Subcontracting**

### **Section 1**

Effective upon the implementation date of this Agreement, the City may establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed.

## Section 2

The Union hereby recognizes the City's right to use non-bargaining unit Seasonal Laborers at the discretion of the Department of Public Works.

### **ARTICLE 36 – Attendance**

Any employee who will be absent from work shall notify his/her supervisor as soon as possible before the start of his/her shift. (In no event less than 60 minutes prior to the scheduled shift start, absent exigent circumstances). Such notification must be given by phone, personally and directly, to the supervisor or designee. Failure to provide said notice will result in an unexcused absence.

Disciplinary action will begin after two (2) unexcused absences in one year. Days in which sick or vacation time is used or in which the absence is approved by management shall not be considered an unexcused absence for purposes of this policy. Absences of five (5) consecutive work days without notification to the supervisor (by the employee or employee's immediate family) shall be considered as a voluntary quit except in cases where it is proven the employee was legitimately unable to provide notice.

Discipline shall be as follows:

Third unexcused absence: Oral Warning

Fourth unexcused absence: Written Warning

Fifth unexcused absence: Suspension

Sixth unexcused absence: Termination

### **ARTICLE 37 – Substance Abuse Policy**

#### Section 1: Purposes

The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all employees and to protect the public;
- B. To insure the reputation of the City of New Haven employees as good, responsible citizens worthy of public trust;
- C. To demonstrate a clear expectation and understanding that a drug test shall be an integral part of any regular physical exam required by the City and shall be considered a condition of entry/application to the employ of the City and in reasonable suspicion scenarios as defined herein;
- D. To reduce the incidents of accidental injury to person or property;



- E. To reduce absenteeism, tardiness and indifferent job performance; and
- F. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

## Section 2: Definitions

- A. Alcohol or Alcoholic Beverages – means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol
- B. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug – means any drug or controlled substance, the sale possession or consumption of which is illegal.
- E. Ranking Supervisor – means any supervisory employee who is the employee’s immediate supervisor in the chain of command, or the Department Head or his/her designee.
- F. Employee Assistance Program – means Employee Assistance Program provided by the City of New Haven or any agency/entity with whom the City has contracted to provide said program.
- G. Union Chief Steward – means Chief Steward of Local 424 or his designee.
- H. Refusal to Submit to Drug Testing – The refusal by an employee to submit to a drug or alcohol screening test required under this Article 37 will result in the employee’s immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.

## Section 3: Testing Based Upon Reasonable Suspicion

- A. Purpose: This section is intended to specify the methods to be used by the City when an employee’s conduct, behavior, demeanor or statements have created reasonable suspicion that he or she has engaged in “substance abuse.” Substance abuse is defined for purposes of this section as the ingestion of an illegal drug or the abuse of alcohol or of a legally prescribed drug.
- B. Voluntary Disclosure and Employee Assistance:
  - 1. An employee who has completed his or her initial probationary period with the City and has engaged in substance abuse and

voluntarily discloses this issue to his/her Department Head and requests treatment and rehabilitative assistance shall be given assistance under the City's Employee Assistance Program. Access of this type shall be limited to two occasions, provided that he or she has not previously failed to comply with the requirements of the program during a prior enrollment. An employee referred to the program shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of this program shall subject the employee to discipline.

2. Any employee who returns to employment following completion of a program under the Employee Assistance Program shall be subject to follow-up testing as determined by the EAP provider.

C. Basis for Testing: The testing authorized under this policy shall be preceded by a determination by a supervisor that the conduct, behavior, demeanor or statements of the employee have given that supervisor "reasonable suspicion" that the employee has engaged in substance abuse.

D. Preservation of Rights: This policy does not constitute a waiver of the rights of members of the bargaining unit regarding drug testing protection provided by United States or Connecticut Constitution or statutes.

E. Preliminary Determination of Reasonable Suspicion of Substance Abuse:

1. An order to undergo a test pursuant to this agreement shall be based on preliminary and final determinations of reasonable suspicion of substance abuse by designated supervisors. A supervisor shall base his or her preliminary determination on facts regarding the conduct, behavior, demeanor and statements of the employee observed by that supervisor or reliably and speedily reported to him or her.
2. Designated supervisors shall be the Department Head, Deputy Department Head and any supervisor acting in the capacity of the Department Head or Deputy Department Head. The City shall provide training for such designated supervisors, but the lack of such training of a particular supervisor shall not prevent his or her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination.

F. Order to Undergo Test:

1. When a designated supervisor makes a determination based on reasonable suspicion and that determination is confirmed by a second supervisor, the employee shall be informed of this preliminary determination and shall be immediately relieved of duty. The employee shall be entitled to Weingarten representation rights by a bargaining unit representative.

2. Following the determination, the employee shall be directed to immediately report to the designated testing facility. It is expected that the test will be administered within two (2) hours following the determination.
  3. The employee shall be entitled to Weingarten representation during the sample production process.
- G. Testing Procedures: The testing procedures shall be in accordance with those set forth in Appendix A. Test results shall not be used for disciplinary purposes unless they have been obtained in accordance with the procedures outlined in this section.
- H. Confidentiality: Records of the process used to order a test and test results shall be maintained along with other employee medical records, and shall be handled consistent with the policies respecting such records. In addition, an employee who elects participation in the Employee Assistance Program shall be required to authorize the release of these records to the personnel utilized in that program.
- I. What Constitutes a Refusal to Take a Test: The following actions may constitute a refusal to take a drug or alcohol test:
- Blatant refusal to submit to the testing procedure or engaging in any conduct that clearly obstructs the testing process; including being unavailable for testing;
  - Failure to provide an adequate amount of breath for an alcohol breath test without a valid medical reason;
  - Failure to sign the alcohol testing form;
  - Failure to submit to a confirmation test for alcohol after a positive result;
  - Failure to endorse items to verify chain of custody for any specimen;
  - Failure to provide sufficient amount of urine for a drug test without a valid medical reason;
  - Failure to provide necessary identification before submitting to test;
  - Failure to remain available for such testing.
- J. Consequences of Refusal to Take a Test: The consequences for refusal to take a required drug or alcohol test are the same as if the employee had tested positive for drug or alcohol use, as listed in Section 10 of this Policy. In addition, the refusal shall constitute insubordination and the employee shall be subject to discipline.
- K. Cost of Required Tests: The City shall pay for the following tests:
- Pre-employment drug testing;
  - Random testing;
  - Reasonable suspicion testing;
  - Return to duty drug testing; and
  - Follow up testing.

The employee shall be responsible to pay for the following tests:

- Split analysis testing.

L. Transportation: The City will provide transportation for the employee to the testing facility when the employee is being tested under reasonable suspicion procedures. The City shall provide transportation for an employee to the employee's home when the employee tests positive under these procedures.

#### Section 4: Random Testing

- A. Random testing pursuant to the City of New Haven's CDL Policy shall continue for all affected workers.
- B. Any expansion of random testing beyond the CDL Policy shall only be initiated pursuant to an amendment to this policy.

#### Section 5: Post-Accident Testing

As soon as practicable following an accident, each surviving employee will be tested for alcohol and controlled substances when (1) the accident involved a fatality or serious injury or (2) the employee received a citation for a moving traffic violation. An accident is defined as an incident involving a motor vehicle in which there is a fatality, an injury treated away from the scene or a vehicle required to be towed from the scene.

An employee who is subject to post-accident testing must remain available for such testing, or the City may consider the employee to have refused to submit to it.

The City should make every attempt to test an employee for alcohol within two hours and for drugs within 32 hours of an accident. If an alcohol test has not been given within 8 hours of the accident, or a drug test has not been given within 32 hours, the City must cease trying to administer such test and must prepare and maintain on file a record stating the reason why the appropriate test was not promptly administered.

The requirements of this section should not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the length of time necessary to obtain necessary emergency medical care or to obtain any other assistance necessary at the accident site. However, employees must remain available for testing and shall not consume alcohol or drugs until the post-accident test has been performed.

#### Section 6: Return to Duty Testing

If an employee has engaged in prohibited conduct regarding alcohol and/or drug misuse, the employee must undergo a return to duty test prior to returning to the job. The test must indicate a breath alcohol concentration of less than 0.02 or a verified negative result for drug use. When an employee engages in prohibited conduct, the City must advise the employee of the resources available to evaluate and resolve drug and/or alcohol problems

through the EAP program. In addition, each employee who engages in prohibited conduct must be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee needs in resolving drug and/or alcohol problems.

On a first offense for a positive alcohol test, if the SAP determines that the employee requires assistance in handling an alcohol problem, the employee must properly follow the prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued vacation or sick time. Any paid time off (vacation or sick time) used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein.

On a first offense for a positive drug test, if the SAP determines that the employee requires assistance in handling a drug problem, the employee must properly follow the prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued vacation or sick time. Any paid time off (vacation or sick time) used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein.

When an employee has properly followed the prescribed rehabilitation, the employee must then be reevaluated by the substance abuse professional. If the SAP determines that the employee has properly followed the rehabilitation program, then the employee must undergo a return to duty test with a negative result as prescribed herein before being allowed to return to the performance of his job. In the event the employee fails to comply with the prescribed rehabilitation or fails to pass a return to duty test he or she shall be subject to further discipline up to and including termination.

#### Section 7: Alcoholic Beverages

- A. No alcoholic beverages will be brought onto City premises, or consumed while on City premises. The Department will invoke appropriate disciplinary action for any violations.
- B. Drinking or being under the influence of alcoholic beverages while on duty is cause for discipline.

#### Section 8: Prescription Drugs

- A. No prescription drug shall be brought upon City premises by any employee other than the employee (or members of the employee's immediate family) for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

- B. Where the employee has been informed that the use of a prescribed drug may pose a risk to the employee or others, the employee shall so advise his/her Department Head or Deputy Department Head.

#### Section 9: Illegal Drugs

- A. The use or possession of an illegal drug or controlled substance by an employee on duty is cause for suspension or termination, and/or referral for criminal prosecution.
- B. The sale, trade or delivery of illegal drugs or controlled substances by an employee on duty to another person is cause for suspension or termination, and/or referral for criminal prosecution.

#### Section 10: Procedures

The procedures of the City of New Haven in regard to an employee using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

- A. An employee shall report to his place of assignment fit and able to perform his required duties and shall not by any improper act render himself unfit for duty.

STEP 1: Any Supervisor who has cause to suspect that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty with pay in order to protect said employee, fellow employees and the public from harm. Supervisors shall receive training by certified drug and alcohol experts on how to detect and process substance abuse cases.

STEP 2: The Supervisor shall immediately notify the Department Head, or in his absence, the ranking supervisor. Any employee being interviewed and/or tested may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way except as an observer. The interview/testing process will not be unreasonably delayed simply because a Union representative is unable to be present.

STEP 3: The Department Head, or in his absence, the ranking supervisor shall interview the employee concerning alleged alcohol or controlled substance abuse. Such interview shall be conducted in order to document the reasons and observations of the interviewers and to ascertain from the employee any recent use of prescribed drugs or non-prescribed drugs, or any indirect exposure to drugs that may result in a positive test.

STEP 4: If the interviewers document cause, then the employee will be given the following option(s):

- a) The employee may resign or retire, if eligible, without penalty or prejudice.

- b) The employee can claim that he/she is not under the influence of alcohol or illegal drugs.
- c) If there is no criminal investigation pending, the employee can admit there is cause for reasonable suspicion of alleged alcohol or substance abuse, and shall, within 24 hours, enroll in an Employee Assistance program (EAP).

STEP 5: If the employee chooses paragraph (b) in Step 4, the test procedures set forth in Appendix A may be ordered by the Department Head or, in his absence, the ranking supervisor. A positive test shall result in the following discipline:

1. The first offense shall result in an immediate two (2) day suspension without pay.
2. Second offense shall result in a five (5) day suspension without pay.
3. Third offense shall result in immediate termination.

- B. The employee shall have the right and shall not be denied the right to the presence of a Union Representative during any part of these procedures.

## TESTING PROCEDURES

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Testing procedures for drugs.

All drug testing will be done from urine specimens collected under highly controlled conditions at the following location: St. Raphael's Occupational Health & Rehabilitation Services at 789-3530. The person collecting the urine sample will be the same gender as the employee submitting the sample. The collection site will be secured to prevent any tampering or switching of samples. The City reserves the right to change and/or add providers.

When the employee has submitted a specimen, the collection person will determine whether there is a sufficient amount of urine for testing. If there is not enough, the employee may be asked to drink fluids and wait until the employee is able to provide a sufficient amount of urine to test. The urine collected from each employee will be divided into two different sample containers. This is known as a split specimen collection. The person collecting the specimen will divide the specimen into the two containers in the presence of the employee and will label both accordingly. The employee must ensure that the split samples are both accurately marked with the correct identification.

The primary sample is then tested for the presence of drugs, while the second or "split" sample is stored in a secured, refrigerated location. The initial test is the immunoassay test, which screens the sample for usage of the eleven (11) classes of drugs. The second test is a confirmation test. The labs that perform the tests must be certified by the Federal Department of Health & Human Services.

The testing program will address to eleven (11) drug/drug types: Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolite, Opiates, Oxycodone, Phencyclidine (PCP), Marijuana (THC) Metabolite, Methadone, Methaqualone, and Propoxyphene. The positive levels for the eleven (11) classes of drug tests are in the table below:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Amphetamines	300 ng/mL		500 ng/mL
Barbiturates	300 ng/mL		300 ng/mL
Benzodiazepines	300 ng/mL		300 ng/mL
Cocaine Metabolites	300 ng/mL	Benzoylecgonine	150 ng/mL
Opiate Metabolites	2000 ng/mL		2000 ng/mL
Oxycodone	100 ng/mL		100 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Marijuana Metabolites	50 ng/mL	THCA	15ng/mL
Methadone	300 ng/mL		300 ng/mL
Methaqualone	300 ng/mL		300 ng/mL
Propoxyphene	300 ng/mL		300 ng/mL

\*ng/ml means nanograms per milliliter. A nanogram is one billionth of a gram. A milliliter is one thousandth of a liter.

If the results of the initial test are negative, the testing laboratory will so advise the Medical Review Officer (MRO). The MRO is a licensed physician not employed by the testing laboratory who interprets the drug test results. The MRO's role includes making determinations that other factors besides drugs may be affecting a particular test result, and the MRO may conduct sessions with individual employees to learn more about their medical histories and other factors which might influence a test result.

If the results of the initial test exceed the test levels for any of the eleven drug/drug classes, a second (confirmation) test is performed. This test is done differently by using gas chromatography/mass spectrometry techniques. Only specimens that are confirmed positive on the second or confirmatory test are reported positive to the Medical Review Officer for review and analysis.

If the test result of the primary specimen is positive, the employee may request the Medical Review Officer to send the second (or split) specimen to a different certified lab for testing. If the result of the test of the split specimen is "negative", the MRO shall cancel the test. If an employee wants the split specimen tested, he or she must advise the MRO within seventy two (72) hours of being notified of the positive test result of the primary specimen.



The City will keep a record in the employee's file showing the type of test (pre-employment, periodic, etc.); date of collection; location of collection; entity performing the collection; name of the lab; name of the MRO; and the test results.

Testing procedures for alcohol.

Alcohol testing is done by testing breath, using a device called an Evidential Breath Testing Device (EBT). The EBT is a scientific instrument that determines the concentration of alcohol in the bloodstream by analyzing a specific amount of exhaled breath. The test result is a number representing the blood alcohol concentration (BAC), which is expressed in grams of alcohol per 210 liters of breath. The EBT prints out numbered copies of the test results. A BAC of 0.04 or greater indicates alcohol impairment. A BAC between 0.02 and 0.04 indicates likely alcohol impairment. A BAC less than 0.02 indicates no alcohol impairment.

People who have been trained and certified as breath alcohol technicians (BAT) will conduct the tests, check the EBT prior to testing to ensure its accuracy, and conduct the tests. Testing should be conducted in an area that allows the employees as much privacy as is feasible. The tester will remain present at all times during the testing procedure.

First, in the employee's presence the BAT makes sure that the EBT is responding accurately. Then, a sealed mouthpiece is opened and placed into the device. The employee is required to blow into the mouthpiece for at least six seconds or until the EBT indicates that it has obtained a sufficient amount of air to test. The EBT will then print the test results, with a copy given to the employee.

If the initial test shows a reading less than 0.02 the test is recorded as "negative". If the initial test results indicate a BAC of 0.02 or greater, a confirmation test will be conducted, after a fifteen (15) minute interval has passed to make sure that the sample was not tainted by recent use of food, tobacco, or other products. The confirmation test is done on the same EBT as the first test. If the two results are different, the confirmation test results are controlling. At this point, the breath alcohol test is completed; the employee must sign the testing form and be provided with a copy.

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Substance abuse testing that currently exists under the Commercial Drivers License (CDL) Policy shall continue pursuant to the terms of the policy. In addition, the policy may be extended by the City to all employees who operate City vehicles. In the event the City decides to extend the policy to all drivers, it shall first notify the Union in writing of its intent and the date of the implementation.

The parties understand that the testing means and methods defined herein represent the current standard in the industry for such testing. As such, any testing defined in any City policies that are not consistent with the means and methods defined herein shall be

considered updated to conform with this policy. The parties recognize that industry standards may change during the life of this policy. The parties agree to review the means and methods defined herein at reasonable intervals and to update such methods when required. The goal of the parties shall be to promote the most efficient, effective and accurate methods available.

### **ARTICLE 38 - Duration And Contract Renewal**

#### **Section 1**

The duration of this Contract shall extend from July 1, 2010 through June 30, 2016 and until a subsequent Contract is negotiated and becomes effective, subject to any “sunset” provisions agreed upon in this Contract and any retroactive provisions agreed upon in a subsequent Contract.

#### **Section 2**

This Agreement contains the entire Agreement between the parties and shall not be altered or amended except by a written agreement signed by both parties hereto.

#### **Section 3**

The terms of this Agreement shall take effect upon the issuance of the award in Case No. 2011-MBA-62 unless specifically noted as retroactive.

City of New Haven And Local 713, Council 4, AFSCME, AFL-CIO
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## Memorandum Of Understanding

The City of New Haven hereinafter referred to as the "City" and Local 713, Council 4, AFSCME, AFL-CIO hereinafter referred to as the "Union" hereby agree to the following Memorandum Of Understanding which was negotiated with the Contract and shall be binding on the parties.

### 1. Retroactively

The City shall implement the new rates of the Contract no later than the following prescribed timetable:

Fourth full week following ratification by the Board of Aldermen - new rates implemented.

Two weeks later - Retroactive salary paid.

Two weeks later - Overtime paid if applicable.

### 2. Health Insurance

The City agrees that if any improvements to the health insurance are negotiated with the Supervisors of employees in this Union then the parties shall commence negotiations on health insurance.

### 3. Spare Laborers

The parties agree that the hourly rates of the Permanent Spare Laborers shall be increased by the percentage rates provided in Article 23, Wages of this Agreement.

### 4. Mechanics

The City agrees that any employee who is hired as a Mechanic B shall automatically advance to Mechanic A after one (1) year of employment provided he possess a Commercial Driver's License (CDL) with endorsements for operating tractor trailers according to the terms of the stipulation previously agreed to by the parties.

5. Refuse Pickups

The City agrees that the current ordinance pertaining to pickup of refuse for apartment and condominiums shall remain in full force and effect unless negotiated otherwise.

6. Reclassifications And Salary Adjustments

Whenever the Union President brings to the attention of the Director of Labor Relations that a salary inequity exists or that employees are performing increased duties, the parties shall sit down and try to rectify the situation. Any resolutions to said conditions shall be reduced to writing in the form of a stipulation.

In witness whereof, the parties have caused their names to be signed on this 2nd day of June, 1995.

City of New Haven

Local 713, Council 4,  
AFSCME, AFL-CIO

By: s/John DeStefano, Jr.  
John DeStefano, Jr., Mayor

By: s/Clifton Fulcher  
Clifton Fulcher, President

By: s/Lisa M. Grasso  
Lisa M. Grasso  
Labor Relations Director

By: s/Reinaldo Rievas  
Reinaldo Reivas  
Chief Steward

By: s/James Castelot  
James Castelot, Staff Representative  
Council 4, AFSCME, AFL-CIO

## **APPENDIX A**

The following are titles of those persons to be excluded from bargaining unit status and are to be considered as management personnel:

- Director of Public Works
- Deputy Director of Public Works
- Administrative and Financial Manager
- Program Coordinator
- Superintendent of Streets
- Assistant Superintendent of Streets
- Senior Foreman
- Public Works Foreperson
- Superintendent of Bridges
- Superintendent of Sewers
- Fleet Manager
- Refuse Supervisor
- Landfill Site Manager

**SCHEDULE A**  
Pension Provisions

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## **SCHEDULE A**

### Pension Provisions

#### **ARTICLE I - GENERAL INFORMATION**

##### **Section 1 - General Definitions**

As used in this plan the following terms shall have the following meanings:

The Fund or said Fund means the City of New Haven Employees Retirement Fund;

The City or said City means the City of New Haven;

The Board of Finance, Treasurer and the City Town/Clerk mean, respectively, such Board or Officer of said City;

Eligible employee means any General Fund full time employee, except an employee receiving benefits from or eligible for participation in any of the other pension or retirement funds of the City or the State of Connecticut;

Full time employee means any permanent employee who works twenty (20) hours or more per week;

Member of said Fund means an eligible employee or officer who contributes to said Fund, or who has qualified for a disability annuity or a retirement benefit by reason of age and service;

Conditional member means a terminated employee who has ceased to contribute to the Fund but who has retained eligibility rights for a deferred pension;

He or his means "he" or "she" or "his" or "her", as may be appropriate.

The pay of a member means all compensation for services, but shall not include allowance for a motor vehicle or other transportation.

Said Board or the Board means the Retirement Board created pursuant to the provisions of this plan.

## Section 2 - Retirement Fund; Assets, Administration

There is established a Fund to be known as the "City of New Haven City Employees Retirement Fund" for the benefit of the members as defined in this plan. Said Fund shall consist of:

- (1) All appropriations, gifts, or bequests made to the Fund from public or private sources for the purpose for which said Retirement Fund is established;
- (2) All contributions by participating members; and
- (3) All assets of the Employees Retirement Fund of said City heretofore created by an Act approved April 28, 1937 and subsequent amendment thereof.

The Treasurer of said City shall be the Treasurer of said Fund. The Retirement Board shall be the trustee thereof, and have full control and management of all its securities and assets, with power to invest and reinvest the same in accordance with the provisions of the General Statutes governing the investment of Trust Funds. Said Board may, by written certificate, approved by the Board of Finance and accepted by the appointee and filed with the City Town/Clerk, appoint an incorporated bank or trust company doing business in said City as financial agent of said Board for such period as said Board may decide. Such appointee shall be, until otherwise ordered by said Board, the receiving and disbursing agent of said Board and said Fund. Said Board may turn over to such appointee the custody and possession of all or any part of the assets of said Fund to hold for and on account of said Board for such time as said Board may decide. For such services rendered by such appointee reasonable compensation shall be approved by said Board and paid to such appointee out of income of said Fund. All annuities and all repayments under this plan, and under any amendment hereof, shall be paid from said Fund.

## Section 3 - Retirement Board

The Retirement Fund shall be administered by a Retirement Board of seven (7) members as follows: The Mayor and Controller of said City, ex officio, three (3) persons appointed by the Mayor, and two (2) members of the Fund nominated and elected by members of the Fund (no more than one of which at any time shall be from the same collective bargaining unit). The terms of appointed and elected members of the Retirement Board shall be three (3) years, beginning on January first, the term of one expiring at the end of each year. The terms of elected members of the Retirement Board shall be three (3) years, beginning on January first, said terms running concurrently. A member of the Retirement Board shall serve until his successor is named and has qualified, and the Mayor shall make such appointments to the Retirement Board as may be necessary to fill vacancies occurring during the term, except a vacancy in the positions of member representatives which shall be filled by the members of the Fund. No member of the Retirement Board shall incur any liability for any act done or omitted in the exercise of his duty, except due to his own willful misconduct and/or lack of good faith.



The Retirement Fund shall indemnify and hold harmless each member of the Retirement Board for any and all claims or liabilities asserted against him by reason of his status as a member of the Retirement Board, except those claims or liabilities occasioned by his own willful misconduct and/or lack of good faith.

The Retirement Board shall submit annually to the Board of Finance of the City of New Haven a schedule of estimated appropriations of money necessary for the administration of this plan; and shall receive, control, manage and expend according to the provisions of this plan all of said Fund, including any moneys contributed by employees; and shall invest and reinvest all of said Fund in accordance with the provisions of the General Statutes governing trust funds. Said Board shall determine the eligibility of a member of the Retirement Fund and his rights under this act; shall make bylaws and regulations not inconsistent with law for the administration of this plan; shall hire and dismiss any employee necessary for the proper administration of this plan and fix their compensation and shall engage expert actuarial, legal, auditing, investment and medical service when, in the judgment of the Retirement Board, it shall be advisable.

#### Section 4 - Payment By City

The City of New Haven shall pay to the Retirement Board such amounts to fund the benefits provided by this Article as shall be determined by the Retirement Board based on sound actuarial principles. For each fiscal year the City's payments shall be a percentage of the estimated total payroll of all participating members of the Retirement Fund. The City's payment shall also include the total administrative and other expenses of the Retirement Fund for each year.

#### Section 5 - Annual Reports Of Retirement Board

The Retirement Board shall report annually to the Board of Aldermen of the City on the condition of the Retirement Fund.

#### Section 6 - Exemption Of Fund And Benefits From Taxation, Attachment, Execution, Etc., Fund And Benefits Declared Unassignable

The right of any person under the provisions of this Plan to any payment from said Fund, and said Fund itself, shall be exempt from any State, Municipal, Transfer or Inheritance Tax and shall not be subject to attachment, garnishment or execution and shall be unassignable.

#### Section 7 - Limitations Of Actions

No action for any amount due under the provisions of this plan shall be brought but within two years after the right of action accrues. Any person legally incapable of bringing an action when the right accrues may sue at any time within the two years next after he becomes legally capable to institute suit. All amounts not claimed within said period shall remain absolutely a part of said Fund.

## Section 8 - Effect Of Worker's Compensation

Any member receiving payments under the Worker's Compensation Act shall not, at the same time, receive an annuity provided by the Retirement Fund, except to the extent that such annuity for each month exceeds the Worker's Compensation benefit payable for the same month. If payment of an award or stipulation under the Worker's Compensation Act has been made and the time covered by such award or stipulation has ended, the member may thereafter receive annuities under the Retirement Fund to the extent that he is otherwise qualified to participate in the Retirement Fund at the time.

## Section 9 - Accounts And Reserves

The Retirement Board shall maintain proper accounts and actuarial reserves for all benefits provided by this plan. These actuarial reserves shall include the following items:

- (1) A reserve to cover future payments on retirement annuities granted due to age and service;
- (2) A reserve to cover future payments on annuities granted due to disability;
- (3) A reserve to cover future payments of benefits granted to survivors; and
- (4) The balance representing the remainder of the accumulated contributions made by the members and by the City, to be held as a reserve for benefits accruing in future years in accordance with the provisions of this plan.

## Section 10 - Actuarial Valuation

A complete valuation shall be made periodically (but at least biannually) by a qualified actuary in order to determine the amount of the reserve prescribed in Section 9 of this Article and the City's contributions prescribed in Sections 2 and 4 of this Article.

## Section 11 - Membership Classifications

When a member's status changes from one bargaining unit to another he will automatically become covered by the provisions of the bargaining unit which covers his new classification and his years of Credited Service will not be broken or diminished by reason of such change.

## Section 12 - Optional Transfer Of Pension Credits In Event A Member Changes To, Or From, Permanent Employment Covered By The Policemen And Firemen's Pension Fund

In the event of such change of employment within the City of New Haven the member can elect that the period of prior service for which he made contributions to the first Fund shall be included in determining the amount of his pension benefits under the second Fund to which he has transferred his participation. Such transfer of credits shall

be contingent on a transfer of cash between the Funds equal to the actuarial reserve for his participating service in the first Fund, including both the employee's and the City's contributions therefore, and all rights to pension or other benefits under the first Fund will be terminated by such transfer.

### Section 13 - Miscellaneous

(a) In the event the Fund merges or consolidates with, or there is a transfer of assets or liabilities to any other Plan or Trust, each member would (if the Fund then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Fund had then terminated).

(b) Participation under the Fund will not give any member any right or claim except to the extent such right is specifically fixed under the terms of the Fund and there are Funds available therefore.

(c) If the Fund is terminated, or if there shall be a complete discontinuance of the contributions under the Fund, the assets held in the Fund available for payment after provision for payment of all expenses of final liquidation or termination shall be allocated pursuant to the direction of the Board on the basis of actuarial valuations to the extent of the sufficiency of such assets for the purpose of providing retirement benefits determined by the Fund to have accrued under the Fund to the date of termination of the Fund. The allocation of the available assets in the Fund shall be in the manner and order described in the following paragraphs. If the amounts available shall be insufficient for a complete allocation in accordance with any paragraph, such amounts shall be allocated in a uniform manner to all persons in the group mentioned in such paragraph and no allocation shall be made under any subsequent paragraph.

(1) First, toward the payment of that portion of a member's benefit earned to date derived from his contributions (after reduction for annuity payments), whether to the contributing members, their survivors or beneficiaries.

(2) Second, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits to all persons who were receiving benefits on the date of termination of the Fund and members remaining in the employ of the City who have reached their normal retirement date.

(3) Third, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits for members still in the service of the City who were eligible to retire on an early retirement date.

(4) Fourth, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide benefits earned to date by those members who have earned 10 years of Credited Service (but are not identified in Paragraphs 2 or 3).

(5) Fifth, amounts then remaining shall be allocated to provide benefits for all members not provided for above.

Amounts allocated in accordance with (1) through (5) above, may be applied in the discretion of the Board to provide benefits through the purchase of paid-up annuities on an individual or group basis, through allocation of reserves within the then existing Fund and/or under a separate trust instrument or through participation in any other retirement plan or by any combination of these media or other means.

## ARTICLE II - PROVISIONS OF THE RETIREMENT PLAN APPLICABLE TO EMPLOYEES REPRESENTED BY LOCAL 424, UNIT 34 OF THE UPSEU

### Section 1 - Definitions

As used in this Article, the following terms shall have the following meanings:

Local 424, Unit 34 of UPSEU or Local 424, Unit 34 member(s) means all of the eligible employees, including probationary employees, in the Department of Public Works of the City of New Haven, for whom Local 424, Unit 34 or its successor has a legal responsibility to represent according to Public Act 159, as amended, of the State of Connecticut 1965 General Assembly. Eligible employees holding positions under new classifications, which shall come under the representation of Local 424, Unit 34 or its successor in the future, shall also accrue the terms and benefits of this Article.

### Section 2 - Determination Of Contributions Of Participating Members

Effective and retroactive to July 1, 2013, the rate of contributions shall be eight percent (8%) of pay, said percentage to be deducted from each eligible participating member's pay and transmitted to said Board. Effective and retroactive to July 1, 2014, the rate of contributions shall be nine percent (9%) of pay, said percentage to be deducted from each eligible participating member's pay and transmitted to said Board.

For employees hired prior to the issuance of the award in CSBMA Case No. 2011-MBA-62, computation of the average rate for use in determining benefits under this Article shall be based on such member's basic rate of pay except that total earnings including overtime, if greater, will be used for any year when such member's contributions were based on such larger amount.

Effective upon issuance of the award in CSBMA Case No. 2011-MBA-62, all new hires shall have their computation of the average rate for use in determining benefits under this Article based on such member's basic rate of pay excluding overtime, and any bonuses. Such new members' individual contributions to the retirement plan shall be calculated on their basic (base) rate of pay excluding any overtime or other bonuses.

### Section 3 - Provision For Refund Of Contributions Or Deferred Pensions For Members

Withdrawing From Service; Provision For Refund Of Contributions Upon  
Death Of Member With No Qualified Survivors; Recovery From Disability

Withdrawal of contributions of a member shall not be permitted except in the event of discontinuance of employment. In the event of such discontinuance, the Retirement Board shall pay, upon request, to the member or to his representative, designated or otherwise, an amount equal to his total contributions to the Retirement Fund. Even if no such request is made, in the event of such discontinuance before the member has earned ten (10) or more years of Credited Service, the Retirement Board, in its sole discretion, may pay to the member, or to his representative, designated or otherwise, an amount equal to his total contributions to the Retirement Fund.

In the event of such discontinuance after ten (10) or more years of Credited Service, and provided he does not qualify for greater benefits under the provisions of Section 6, any terminating member who does not request a refund of his contributions will be retained as a conditional member and will be eligible for a deferred pension commencing when he attains age sixty five (65) or upon such earlier date as may be elected by the member pursuant to Section 6 (g). Such deferred pension shall be for an amount determined as two percent (2%) of the conditional member's average rate of pay averaged over those five (5) years of service producing the highest average, for each year of Credited Service, subject to a maximum of seventy percent (70%) of such average rate of pay and reduced as provided in Section 6 (g), if applicable. Such conditional member and his survivors will not be eligible for any disability, survivorship or other benefits which are provided for non-conditional members by other Sections of this Article. Any changes in the benefits and/or eligibility requirements for such benefits prescribed in this paragraph which are adopted after a conditional member has discontinued his employment with the City shall not apply to such conditional member.

In the event of a member's or a conditional member's death, the Retirement Board shall pay to his beneficiary, or to his estate if no named beneficiary is surviving, an amount equal to the excess, if any, of his total contributions over the total of any annuity payments made to him.

In the event that a member is survived by a widow, widower or child or children under age eighteen (18), the Retirement Board shall, in lieu of such repayment of contributions, pay the survivorship benefits provided in Section 8 of this Article. If the total benefit payments to such member and his surviving widow or widower and children shall be less than the amount of his total contributions, the amount of any excess shall be paid to the legal representative of the last survivor who received benefits.

A member whose disability benefits are terminated by reason of the member's recovery shall be entitled to the benefits of this Section, without regard to the amount of his Credited Service. Notwithstanding anything in this Section to the contrary, the Retirement Board shall not have the authority to pay any such member the amount of his total contributions to the Retirement Fund except upon such member's request.

#### Section 4 - Eligibility For Retirement

a) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement according to the provisions of this Article at the age of sixty five (65) years (sixty [60] years if he became a participating member before July 1, 1974).

b) Any member, the sum of whose age and years of Credited Service for the City equals or exceeds eighty (80), or in the case of members with less than ten years of service (including new hires) as of July 1, 2010, equals or exceeds eighty-five (85) and who has attained at least 62 years of age, shall be eligible for retirement according to the provisions of this Article.

(c) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement on account of disability according to the provisions of Section 5.

(d) "Credited Service" for the purposes of this Article, shall mean that number of full and fractional years (calculated on a daily basis) with respect to which a member's pay is reduced by the amounts provided in Section 2. For purposes of service credit, absences due to work-related injuries shall be considered time actually worked. Employees who receive such credit shall make such contribution as required under the Plan based upon the amount paid by the City to make up the difference between the amount of Workers' Compensation pay and the normal amount of weekly pay. In the event that there is no amount paid by the City to make up such difference, the employee shall make such contribution as required under the Plan as if the employee had received differential pay.

(e) Notwithstanding anything contained herein to the contrary, in the event a member separates from the City's service and receives a refund of his contributions pursuant to Section 3, the member's Credited Service shall include only those full and fractional years (calculated on a daily basis) occurring after the latest such refund, with respect to which the member's pay is reduced by the amounts provided in Section 2, unless:

(1) The member, within six (6) months of his return to the City's service, requests a reinstatement of his Prior Credited Service, if any;

(2) The member's Prior Credited Service calculated as of the date of the latest refund exceeds the number of full and fractional years (calculated on a daily basis) falling between the date the member last separated from the City's service and the date first following such separation on which the member contributed to the fund pursuant to Section 2;

(3) The member repays the latest refund together with three (3%) percent interest compounded annually; and

(4) The member passes such medical examinations as the Retirement Board, in its sole discretion, shall prescribe. The Retirement Board shall have the sole discretion to determine whether the member has passed such medical examinations, and its decision shall be final and conclusive on all parties.

In the event a member satisfies all of the foregoing conditions, his Credited Service shall consist of those full and fractional years (calculated on a daily basis) occurring after the latest such refund with respect to which the member's pay is reduced by the amounts provided in Section 2 plus his Prior Credited Service.

For purposes of this Section, the term "Prior Credited Service" shall mean those full and fractional years (calculated on a daily basis) with respect to which the latest refund was made.

(f) "Credited Service" shall also include those full and fractional years (calculated on a daily basis) during which a member receives a disability benefit, provided such member recovers from such disability, is rehired by the City and thereafter earns at least five (5) years of Credited Service.

#### Section 5 - Disability Annuities

Any member of the Retirement Fund who, after ten (10) years of Credited Service for the City, is permanently disabled from performing duties of the nature required by his job; or, irrespective of the duration of his employment, suffers such a disability which is shown to the satisfaction of the Board to have arisen out of or in the course of his employment by the City, as defined in the Worker's Compensation Act, shall be entitled to an annuity in an amount determined pursuant to Section 6; provided satisfactory proof of such disability shall be submitted to the Retirement Board.

The Retirement Board shall cause examinations to be made by at least two (2) impartial medical examiners to initially verify the existence of such disability.

The Retirement Board may, from time to time, call for similar medical evidence that the member continues to be permanently disabled. Such member shall be required to submit himself to any medical examination requested by the Retirement Board. If the Retirement Board, upon competent medical evidence, concludes that the disability for which the member is receiving an annuity no longer exists, such Board shall thereupon order a discontinuance of all such annuities payable to such member, effective on the date which is ninety (90) days after the Board concludes that the disability no longer exists. Each member whose benefits are terminated in accordance with this paragraph shall, regardless of the number of his years of Credited Service, thereafter be entitled to those benefits provided in the second paragraph of Section 3. Disability annuity benefits shall be subject to the conditions set forth in Section 7.

## Section 6 - Retirement And Disability Benefits

(a) For employees retiring by reason of age and service, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities.

(b) For employees retiring by reason of disability arising out of and in the course of employment, as defined in the Worker's Compensation Act, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. Any pension payable by reason of such disability shall not be less than one-half of the member's annual rate of pay at the time of disability. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(c) For employees retiring by reason of disability arising after the completion of ten (10) years of Credited Service which is not a result of any pre-existing medical condition at date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amounts so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. Any pension payable by reason of such disability shall not be less than one-half of the member's annual rate of pay at the time of disability. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(d) For employees retiring by reason of disability arising after the completion of ten (10) years of Credited Service which is a result of a pre-existing medical condition at the date of employment, provided such disability was not incurred as a result of any other



gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or eighty percent (80%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. Any pension payable by reason of such disability shall not be less than one-half of the members annual rate of pay at the time of disability. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(e) Any member who is not eligible to receive a normal retirement or disability benefit under the provisions of this Section and who, after reaching the age of fifty five years and being a member of the Retirement Fund at the time, and after at least fifteen (15) years of Credited Service, is obligated to retire involuntarily from such service, which involuntary retirement is not due to malfeasance or misfeasance in office, shall receive an annual retirement benefit equal to forty percent (40%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of his average annual rate of pay averaged over those five (5) years of his service producing the highest average, for each full or fractional year of Credited Service in excess of fifteen (15) years but in no event more than fifty percent (50%) of his annual rate of pay for said five (5) years of his service. This provision shall apply to any person retired on or after January 1, 1957, provided such person makes written application to the Retirement Board within one year after such involuntary retirement.

(f) Early retirement option: Any (i) active member, or (ii) conditional member having ten (10) or more years of Credited Service, or (iii) member whose disability benefits are terminated by reasons of his recovery, may elect early retirement on any date which is ten (10) or fewer years prior to the date on which he would first become eligible for normal retirement as prescribed in subsections (a) or (b) of Section 4, in the case of an active member; or would have become eligible for normal retirement as prescribed in subsection (a) of Section 4 in all other situations covered by this Section had he remained in the City's employ. In such event his annuity, as determined by subsection (a) of this Section or Section 3, as the case may be, shall be reduced in amount by two percent (2%), or three and one-half percent (3.5%) for members with less than ten (10) years of service (including new hires) as of July 1, 2010, for each full year by which his early retirement date precedes the earliest eligibility date for normal retirement as prescribed in subsections (a) or (b) of Section 4, in the case of an active member, or subsection (a) of Section 4 in all other situations covered by this Section, with a further proportionate reduction for any fraction of a year.

#### Section 7 - Additional Conditions For All Disability Annuities

Any disability annuity which is approved by the Retirement Board shall be subject to adjustment on account of the member's earnings from employment or self-employment of any kind, and his pension shall be discontinued unless he files with the Retirement Board annually before April 30th a sworn statement of such earnings for the preceding calendar year as shown in his federal income tax return. The reduction in his disability annuity shall equal fifty (50%) percent of any excess of his earnings in the preceding calendar year over six thousand eight hundred dollars (\$6,800.00), but in no event shall such reduction exceed the amount of disability annuity paid for the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled member attains the age of sixty five. For anyone of these members whose period of credited membership shall have commenced after his fortieth birthday, the amount payable as a disability annuity (before adjustment for earnings) shall be limited to a percentage of his annual rate of pay at the time of disability; this percentage is to be determined by multiplying two (2%) percent by the number of years of membership which he could have accumulated up to his sixty fifth birthday if he were able to continue his employment for the City until that date.

#### Section 8 - Survivorship Benefits

(a) Upon the death of a member who has participated in the Retirement Fund for a period of not less than six (6) months or who had been retired by reason of age and service, or by reason of disability, there shall be paid to or on account of his surviving child or children under eighteen years of age, and to his widow or widower, monthly benefits consistent with the following table:

<u>Monthly Benefit</u>						
<u>Average Annual Pay</u>	<u>Widow or Widower Only</u>	<u>Widow or Widower +1 Child</u>	<u>Widow or Widower +2 Children</u>	<u>One Child</u>	<u>Two Children</u>	<u>Three Or More Children</u>
\$2,400	\$130	\$200	\$200	\$70	\$140	\$200
3,000	140	225	250	85	170	250
3,600	150	250	300	100	200	300
4,200	160	270	320	110	220	320
4,800	170	290	340	120	240	340
5,400	180	310	360	130	260	360
6,000	190	330	380	140	280	380
6,600	195	345	400	150	300	400
7,200	200	360	420	160	320	420
7,800	200	370	440	170	340	440
8,400	200	375	460	175	350	460
9,000	200	380	480	180	360	480
9,600	205	390	500	185	370	500
10,200	210	400	525	190	380	525

10,800	215	410	550	195	390	550
11,400	220	420	575	200	400	575
12,000	225	430	600	205	410	600
12,600	230	440	625	210	420	625
13,200	235	450	650	215	430	650
13,800	240	460	675	220	440	675
14,400	245	470	700	225	450	700
15,000	250	480	725	230	460	725
15,600	255	490	750	235	470	750
16,200	260	500	775	240	480	775
16,800	265	510	800	245	490	800

In the event that payments are made pursuant to this Section to surviving children under eighteen years of age who are represented by more than one legal guardian, such payments shall be apportioned among such guardians in proportion to the number of children represented by each guardian, respectively.

(b) "Average Annual Pay" as used in computing survivorship benefits shall mean the average rate of pay received by the deceased member averaged over those five (5) years of service producing the highest average, or the duration of such service if less than five (5) years, subject to a maximum of twelve thousand dollars (\$12,000.00) for such average annual pay.

(c) Upon the death of a member who has completed ten (10) years of Credited Service for the City or who has qualified for a disability annuity or a retirement benefit by reason of age and service, a minimum monthly benefit will be paid to his qualified survivors if greater than the amount determined from the benefit table above. Said minimum monthly benefit shall be equal to fifty percent (50%) of the amount of the monthly annuity to which the member would have been entitled if he had been permanently disabled on the date of his death, or fifty percent (50%) of the amount of his actual monthly annuity in the case of a member who has been receiving retirement or disability benefits from the Fund.

(d) In order to qualify for benefits under this Section a widow or widower must have been married to the deceased member at the time of his death and if such member had been retired due to age and service or disability must have been married to him at the time of retirement. Proof of dates of birth of the children must be submitted before payment of benefits under this Section.

(e) These benefits in Section 8 shall no longer apply should such widow or widower remarry. In such cases he shall receive only such benefits as are payable to his children alone.

(f) Effective July 1, 1986, any employee who dies while still employed, the widow benefit shall be calculated by treating said deceased employee as if they retired on the date of death and then giving the widow or widower 50% of what the pension would have been.



## Section 9 - Requirements For Participation

(a) Any person who becomes an eligible employee of the City shall be required to participate in the Retirement Fund; provided no person who becomes an eligible employee on or after his sixtieth (60) birthday may participate in the Retirement Fund.

(b) Each eligible employee shall upon entering service submit to such medical examination as the Retirement Board shall by regulation or by law provide in order to determine whether the eligible employee is then permanently disabled from performing duties of the nature required by his job and for use by the Retirement Board in evaluating future claims for disability. In the event any such employee refuses to submit to any such medical examination he shall bear the burden of proving by clear and convincing evidence that he is entitled to a disability benefit.

## Section 10 - Benefits For Period Of Military Service

In determining benefits under Sections 6 and 7 credit shall be given for periods of military service in World War II, the Korean War or the Vietnam War subject to the following conditions: Any member who, after October 16, 1940, entered any branch of the armed forces of the United States or any service auxiliary thereto, or any civil emergency defense employment pursuant to requisition by the Federal or State Government, or any member who shall enter such services while the United States is at war, and who has been or shall be re-employed by the City within six (6) months after the termination of such military service, shall qualify for credit for his period of military service, provided he resumes his participation in the Retirement Fund, with an effective date antedating his entry into such service.

## Section 11 - Preservation Of Benefits Paid Under Previous Acts

The provisions of this Article shall not affect the benefits already in course of payment in accordance with the provisions of previous acts.

## Section 12 - Future Cost-Of-Living Adjustments

Annually on each July 1, the monthly payments on those service annuities, disability annuities and survivors' benefits on which at least eighteen (18) monthly payments have been made will be increased, or decreased, for changes in the cost-of-living as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, (CPI-W). For this purpose the Retirement Board will determine and adjustment percentage for each July 1, by relating such index for the full calendar year prior to such July 1 to that for the next preceding full calendar year, but such adjustment percentage shall be limited to a maximum of one hundred three percent (103%) and to a minimum of ninety-seven percent (97%); further, no adjustment will be made where increase or decrease for the year is less than one quarter (1/4) of one percent. However, the monthly benefit originally provided for a retired member or for a survivor shall never be reduced because of the accumulative effect of all cost-of-living adjustments. Notwithstanding the foregoing the annual increase shall not exceed two

percent (2.0%) for any members (including new hires) who do not have at least twenty (20) years of service as of July 1, 2010; further, the maximum aggregate lifetime increase shall not exceed 20% for employees with greater than ten but less than twenty years of service as of July 1, 2010; and shall not exceed fifteen percent (15%) for members with less than ten (10) years of service (including new hires) as of July 1, 2010.

### Section 13

Upon retirement, a member may elect to forego the benefits provided by this Section in exchange for a buyout of all future cost of living adjustments (COLA's) at the rate of forty percent (40%) of the actuarial value of the benefits.

City of New Haven
And
Local 68
CILU

RE: MPP-25,069: Subcontracting Refuse  
Collection

March 1, 2005

### SETTLEMENT AGREEMENT

WHEREAS, The City of New Haven and Local 68, CILU discussed the issue of hiring temporary employees to fill positions left vacant under the following circumstances: 1) the employee is out on worker's compensation or 2) the employee has been terminated and the Union is challenging the termination;

WHEREAS, The parties have had ongoing discussions concerning this issue; and

WHEREAS, The parties have agreed to a long-term solution to this problem.

NOW, THEREFORE, It is hereby agreed and stipulated by the City of New Haven and Local 68, CILU as follows:

- 1) An applicant pool shall be established to allow for the hiring of durational employees to perform the work of a Refuse Laborer in the Department of Public Works. These durational employees shall not be entitled to any benefits and shall not be considered union members.
- 2) Whenever a vacancy (as described above) exists in the Refuse Division, an individual from the applicant pool shall be hired on a limited temporary basis.
- 3) Should the vacancy become fillable (either the employee cannot return to full duty and is separated from service under the City's Return to Work Policy or a termination is sustained in arbitration) the durational employee may be hired as a Refuse Laborer pursuant to the hiring process established by the Department of Human Resources.
- 4) Whenever Public Works hires a durational employee as a permanent, full time Refuse Laborer he/she shall then be covered by all the terms of the Local 68 Contract and their seniority date shall be the actual date when they begin work as a regular full time employee. Time spent as a durational employee shall not be counted for seniority purposes or longevity, vacations, etc.
- 5) For purposes of this agreement the term "durational employee" shall be in all ways similar to the term "permanent spare refuse laborer" that was established in the April 4, 1985 stipulation that is incorporated into the current collective bargaining agreement. The sole difference is that there

will be no positions put into the budget to pay for durational employees. Rather, durational employees will only be used when an active employee is not being paid out of their line item in the budget (ie., individuals out on worker's compensation or individuals terminated pending arbitration.)

- 6) The hourly rate of the durational employee shall be \$9.39 per hour.
- 4) The parties further agree to meet on a regular basis to insure that this stipulation meets the needs of the Refuse Division in the Department of Public Works.
- 5) This stipulation is without prejudice or precedent based upon the uniqueness of the situation.

In witness whereof, the parties have caused their names to be signed on this 1<sup>st</sup> day of March 2005.

City of New Haven

Local 68, CILU

By:                     /s/                      
Emmet P. Hibson, Jr.  
Labor Relations Director

By:                     /s/                      
Jerome Houser  
President



City of New Haven  
And  
Local 713, Council 4,  
AFSCME, AFL-CIO

RE: Permanent Spare Refuse Laborers

Stipulation

WHEREAS, The parties recently concluded negotiations on a four (4) year Agreement that expires June 30, 1996 , and

WHEREAS, On April 4, 1985 the parties had created, by stipulation (attached), a list of seven (7) Permanent Spare Refuse Laborers specifying a rate of pay in Item 5(A) (see attached), and

WHEREAS, As part of said Agreement, it has been agreed that the Permanent Spare Refuse Laborers rate of pay shall be increased the same as the regular employees, and

WHEREAS, The parties wish to modify said attached stipulation with regard to the rates of pay specified in Item 5(A) as follows:

1. The hourly rate of the Permanent Spare Refuse Laborers (not to exceed seven [7] individuals) shall be as follows:

<u>Effective Date</u>	<u>Hourly Rate</u>
July 1, 1992	\$8.85
July 1, 1993	\$9.12
July 1, 1994	\$9.39
July 1, 1995	\$9.39

Said rates shall be applied retroactively to July 1, 1993 specified above and shall be paid as quickly as possible.

2. All Permanent Spare Refuse Laborers shall receive an additional one dollar (\$1.00) per hour added to their base wages.

In witness whereof, the parties have caused their names to be signed on this 2nd day of June, 1995.

City of New Haven

Local 713, Council 4,  
AFSCME, AFL-CIO

By: s/John DeStefano, Jr.  
John DeStefano, Jr., Mayor

By: s/Clifton Fulcher  
Clifton Fulcher, President

By: s/Lisa M. Grasso  
Lisa M. Grasso  
Labor Relations Director

By: s/Reinaldo Rivas  
Reinaldo Rivas  
Steward, Local 713

By: s/James Castelot  
James Castelot, Staff Representative  
Council 4, AFSCME, AFL-CIO

City of New Haven  
And  
Local 713, Council 4,  
AFSCME, AFL-CIO

RE: Permanent Spare Refuse Laborers

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In witness whereof, the parties have caused their names to be signed on this 2nd day of June, 1995.

City of New Haven

Local 713, Council 4,  
AFSCME, AFL-CIO

By: s/John DeStefano, Jr.  
John DeStefano, Jr., Mayor

By: s/Clifton Fulcher  
Clifton Fulcher, President

By: s/Lisa M. Grasso  
Lisa M. Grasso  
Labor Relations Director

By: s/Reinaldo Rivas  
Reinaldo Rivas  
Steward, Local 713

By: s/James Castelot  
James Castelot, Staff Representative  
Council 4, AFSCME, AFL-CIO

Side Letter Agreement

WHEREAS, On March 15, 1995, the parties entered into a Memorandum of Agreement which set forth the terms and conditions in full and final settlement of the contract negotiations which led to the Collective Bargaining Agreement dated July 1, 1992 through June 30, 1996; and

WHEREAS, On said date, the parties further met and negotiated certain changes to the July 1, 1992 and June 30, 1996 Collective Bargaining Agreement solely for the purpose of contract language clarification; and

WHEREAS, Said changes do not require a request for funds from the municipal legislative authority in order to implement such changes as mandated by GSC Section 7-474(b) (MERA);

NOW, THEREFORE, The parties hereby agree and stipulate to the following:

1) The attached Schedule A reflects agreed upon contract language changes to the July 1, 1992 - June 30, 1996 Collective Bargaining Agreement. All changes are denoted by the shaded areas.

2) The contract language changes contained in Schedule A have already been incorporated into, and therefore have been made part of, the body of the July 1, 1992 - June 30, 1996 Collective Bargaining Agreement prior to the signing of said Agreement by the parties.

3) The Collective Bargaining Agreement signed on this date shall be the full and final Agreement containing the complete and total terms and conditions which shall be final and binding on the parties during the duration of said Agreement.

IN WITNESS WHEREOF, The parties have caused their names to be signed on this 2nd day of June, 1995.

City of New Haven

Local 713, Council 4,  
AFSCME, AFL-CIO

By: s/John DeStefano, Jr.  
John DeStefano, Jr., Mayor

By: s/Clifton Fulcher  
Clifton Fulcher, President

By: s/Lisa M. Grasso  
Lisa M. Grasso  
Labor Relations Director

By: s/Reinaldo Rivas  
Reinaldo Rivas  
Steward, Local 713

By: s/James Castelot  
James Castelot, Staff Representative  
Council 4, AFSCME, AFL-CIO