

**AGREEMENT**

**BETWEEN**

**THE CITY OF NEW HAVEN**

**AND**

**LOCAL 884 OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**JULY 1, 2015 - JUNE 30, 2020**

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## **PURPOSE**

It is the purpose of this Agreement to promote harmonious relationships between the City of New Haven and its employees in order that more efficient and progressive public service shall be rendered to the citizens of New Haven.

## **ARTICLE I - Recognition**

### **Section 1**

The City hereby recognizes Local 884, Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, as representing all classified employees referenced in the Bargaining Unit Classification list of this Agreement who have been employed in the classified service for a period of one hundred twenty (120) working days.

### **Section 2**

The City recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit as set forth in Section I of this Article in relations to wages, hours of work, working conditions and conditions of employment for the term of this Agreement. It is understood that this Agreement is negotiated under, and where applicable, shall be governed by the Municipal Employees Relations Act of the State of Connecticut (MERA).

### **Section 3**

It is further understood that the right of an employee or employees to present his or their own requests or to adjust his or their own grievances shall not be limited or impaired by this Agreement if it does not conflict with the provisions of this Agreement and that the Union is notified at once of the settlement reached.

### **Section 4**

The City will ensure that all temporary appointments as defined by Civil Service working in bargaining unit classifications will be tested within the time limits specified in the Civil Service Rules and Regulations. The City shall furnish the Union President or his/her designee information on the status of temporary appointments upon written request.

The total number of part-time employees at the library shall not exceed 50 without the approval of the union, provided, however, that library student interns and Youth at Work interns shall not be counted in the part-time employee count.

## ARTICLE 2 - GENERAL

Wherever the following terms appear throughout this Agreement the following definitions of those terms shall apply:

- (A) “Permanent, Full Time Employee” = An employee appointed to a General Fund position scheduled to work at least 35 hours per week.
- (B) “Continuous Employment” = Service unbroken by resignation, retirement or termination.
- (C) “Vacation Year” = January 1 through December 31.
- (D) “Regular Work Week” = Five consecutive days (of seven, seven and one-half or eight hours per day) of work.
- (E) “Part Time Employees” = Any employee not regularly scheduled to work at least 20 hours per week.
- (F) “Temporary Employees” = Employees hired on a daily, weekly or monthly basis, excluding employees given a 120 day temporary appointment pending Civil Service examination.
- (G) “Seasonal Employees” = Employees only hired at a particular time of the year for a limited period of time.
- (H) “Contractual Employees” = Employees hired pursuant to a specific employment contract related to a particular project for a specified period of time.
- (I) “Special Fund Employees” = An employee whose salary is not paid out of the General Fund of the City of New Haven.
- (J) “Probationary Period” = Each employee covered by this policy shall be subject to an initial probationary period of 120 working days.

(1) The probationary period is part of the examination process for classified employees. Unclassified employees are likewise subject to evaluation during the probationary period.

An employee may be terminated at any time during the initial probationary period. Such discharge is without right of appeal through the grievance process outlined in Article 13. Employees so terminated should be notified in writing and advised of the reason for the termination.

(2) Time spent in a temporary appointment shall not be credited toward the required 120-day probationary period necessary for permanent appointment.

(3) Employees who are promoted and fail the probationary period for the promoted position shall be returned to their former position at the same range and step and corresponding salary that they were making prior to the promotion.

### **ARTICLE 3 - Rights Of Employer**

#### **Section 1**

The Employer maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to, the right to: (A) direct employees; (B) hire, promote, transfer, and assign; (C) suspend, demote, discharge, or take other disciplinary action; (D) relieve employees from duty due to lack of work or for other legitimate reasons; (E) take any action necessary in order to maintain the efficiency of City Departments, and determine the methods, means, manner and personnel by which services shall be rendered; (F) to take any actions necessary in situations or emergency to carry out the responsibility of the City to the citizens of New Haven; and (G) to establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intentions 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. In administering this Section, the Employer shall be bound by the obligations of law and the provisions of this Collective Bargaining Agreement. This Section, as all other Sections, is subject to the Grievance Procedure.

#### **Section 2**

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

### **ARTICLE 4 - Union Security and Check-Off**

#### **Section 1**

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 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 22 of this Agreement on the first day of the month following the satisfactory completion of the first ninety (90) working days of their probationary period.

## Section 2

All employees subject to the provisions of this Agreement who are either current members of the Union in good standing, or as specified in Article 1, Recognition become members during the term of this Agreement, shall maintain their membership in good standing as a condition of employment.

## Section 3

All employees hired on or after the effective date of the Agreement and any employee who, on the effective date of the Agreement, is not a member of the Union shall within 30 days of hiring or 30 days of execution of this Agreement either be required to become a member of the Union or pay a monthly service fee established by the Union as a condition of continued employment. However, in no event shall the monthly service fee be greater than the amount of monthly dues charged to Union members.

## Section 4

During the life of this Agreement any employee who is now a member of the Union shall have the option to continue paying Union dues or in lieu thereof may shift to payment of the agency fee as described in this Article.

## Section 5

The City agrees to deduct a one time initiation fee for new hires, monthly Union dues or the monthly agency fee in lieu thereof from the pay of employees who give written authorization to the City 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.

## Section 6

Deductions will be made once per payroll period. 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 City shall make a double deduction each month thereafter until the employee becomes current.

## Section 7

When an employee does not have sufficient money due him after deductions have been made for pension, social security, garnishments and any other deductions authorized by the Employer or required by law, Union dues or service fee for that month will be collected by the Union directly from the employee.

Section 8

The City shall notify the Union within 30 days of any new employee hired in any Department.

Section 9

The Union shall notify the City of New Haven's Labor Relations Director in writing of any employee who is not in compliance with the terms of this Article and the City shall take appropriate action within a reasonable length of time but in no event more than 30 days from receipt of written notifications by the Union.

Section 10

The Union agrees to save the City harmless from any action growing out of this Article and commenced by any employee 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 5 - Seniority**

Section 1

Seniority is defined as the total length of continuous service with the City of New Haven except for the purpose of determining which employees shall be laid off pursuant to the procedures set forth in this Article. For the purpose of determining who shall be laid off, seniority is defined as the total length of continuous service as an employee in any Local 884 classified position in the General Fund of the City of New Haven.

Section 2

The City of New Haven's Civil Service Rules and Regulations, as amended from time to time, are hereby incorporated as an integral part of this Agreement, except where such Rules and Regulations are not subject to any aspect of collective bargaining as set forth in the Municipal Employee Relations Act of the State of Connecticut.

Section 3

For the purpose of this Agreement, when the term full time permanent employee is used, it shall mean an employee who has successfully completed his probationary period and has been permanently appointed to a position in the classified service by the appointing authority, subject to the provisions of the Civil Service Rules and Regulations.

Section 4

When a vacancy occurs in any of the shifts, the Department Head, in the Department where the vacancy occurs, will offer the opening to the employees within the same classification in his own



Department, awarding the shift to the interested employee with the most seniority. If a permanent new shift is added in Traffic and Parking calling for some employees to work Monday through Friday and other employees to work Tuesday through Saturday, then shift selection shall be by seniority.

Senior employees shall not be denied preference for vacancies within departmental classification for malicious reasons.

#### Section 5

In the event that a vacancy occurs in a bargaining unit classification or a new position is created within the bargaining unit, such jobs shall be posted in all City Departments for five (5) working days provided there is no Civil Service List already existing and established in accordance with the Civil Service Rules and Regulations.

No temporary employees shall be allowed to remain in positions once the position has been filled from a Civil Service List (provided such position is filled within six (6) months from the certification of the List). No exceptions shall be allowed absent agreement between the City and the Union.

#### Section 6

(A) Whenever it becomes necessary to reduce the number of employees in a given class because of lack of work or lack of funds, the employee(s) with the least seniority within each class within the total classified service shall be removed first.

(B) The reduction in the classification of budgeted positions shall be made in the following order:

1. Seasonal or part time
2. Temporary
3. Probationary
4. Permanent

(C) If a permanent employee with less than five (5) years seniority is to be laid off, his name will automatically be placed on a re-employment list in order of seniority by classification.

(D) If a permanent employee with five (5) years or more seniority is to be laid off from one classification within the bargaining unit, by reason of seniority, he will be placed in the same or another classification within the bargaining unit, to which he has been previously certified and permanently appointed, under Civil Service Rules and Regulations, providing he has more seniority than the employee with the least seniority in that classification. 12-month employees shall first bump into 12-month positions. In the event there are no 12-month positions available, the 12-month senior employee shall have the option to bump into a 10-month position. Should that occur, the 12-month employee shall be removed from the reemployment list. Similarly, 10-month employees shall first bump into 10-month positions. In the event there are no 10-month

positions available, the 10-month senior employee shall have the option to bump into a 12-month position. Should that occur, the 10-month employee shall be removed from the reemployment list.

(E) If a permanent employee with five (5) years or more seniority is removed from his classification by reason of seniority and he/she has not been previously certified and permanently appointed to another classification, he/she will be placed in a lower classification within the bargaining unit, to a position he/she is capable of performing immediately without training, provided he has more seniority than the person with the least seniority in that classification. Representatives of the City and Union will meet to determine to which job, if any, such placement will be. Such employee will be required to take the appropriate Civil Service Examination in order to become certified to his new position. 12-month employees shall first bump into 12-month positions. In the event there are no 12-month positions available, the 12-month senior employee shall have the option to bump into a 10-month position. Should that occur, the 12-month employee shall be removed from the reemployment list. Similarly, 10-month employees shall first bump into 10-month positions. In the event there are no 10-month positions available, the 10-month senior employee shall have the option to bump into a 12-month position. Should that occur, the 10-month employee shall be removed from the reemployment list.

(F) An employee may select a layoff rather than accept placement under (D) and (E) above.

(G) An employee placed under (D) or (E) above will be placed in the same range and step as was the person he displaces.

(H) All employees laid off shall have their names placed on a re-employment list in order of seniority. There shall be a re-employment list for each classification in which layoffs are made. An individual's name shall remain on the re-employment list for two (2) years or until re-employed, whichever occurs first.

(I) After a layoff has occurred, the following procedure shall be followed in filling vacancies which occur within two years of the layoff:

1. The City shall first restore to such vacancy, by seniority, an employee on the active payroll who was removed from the position by the cutback.

2. If the job cannot be filled under (1) above, the City shall offer the position to an individual on the re-employment list with the most seniority who had been previously certified to the position to be filled.

3. If the position is not filled under the provisions of (1) or (2) above, the City will fill the vacancy under the provisions of the Civil Service Rules and Regulations.

4. Employees on a layoff status shall continue to accumulate seniority for two (2) years from the effective date of the layoff. The time spent on layoff shall not be deemed to interrupt the continuity of employment for employees recalled within said two year period. Any

employee not recalled to work during this period shall lose all seniority rights and shall be treated as a new employee for all purposes.

5. Any employee recalled from layoff status shall be placed in the same range and step he/she occupied at the time of the layoff.

(J) Two (2) refusals by an employee to return to a position under (I) 1 and 2 above will result in his name being removed from the Civil Service Re-Employment List.

### Section 7

The City shall provide the Union on or about January 1 and July 1 of each year an updated list of all bargaining unit employees which shall include the employee's address on file with the City and the date of hire.

With respect to new employees, the Union will be notified within thirty (30) days of an individual's hire, the employee's name, address, title, position number, department, salary and date of hire.

### Section 8

In the event of a loss of a grant or a reduction in funds whereby the City has to reduce personnel funded by special funds or grants, those employees holding positions that were cut from the grant shall be laid off unless they are qualified to fill another position in the project. Such employees shall have recall rights for a period of two (2) years.

### Section 9

Changes in job duties and responsibilities, including those necessary to comply with the Americans with Disabilities Act, that significantly impact on wages, hours, or conditions of employment shall be negotiated in accordance with the M.E.R.A.

### Section 10

Employees shall not be eligible for personal days or sick days until satisfactorily completing their entire one hundred-twenty (120) day probationary period. Once the employee has satisfactorily completed their probationary period, the accrual of sick leave, vacation time and personal days shall be determined by the employee's original date of hire.

### Section 11

The City of New Haven agrees that any Local 884 member who is transferred or promoted to any position included in Locals 424, 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 884 shall be credited towards vacation and longevity.

## Section 12

Officers of the local shall have super seniority in cases of layoff. Officers are defined as President, Vice-President, Secretary, Treasurer and Executive Members.

## Section 13 – Special Fund Bumping

(A) In the event of a loss of a grant or reduction in Funds, whereby the Board of Education or the City has to reduce personnel funded by Special Funds or Grants, those employees holding Board of Education or City positions that were cut from the Grant shall be automatically placed on a re-employment list in order of seniority by classification, unless they can bump a less senior special fund employee within the same job classification and within the same Special Fund grant as outlined below. Such employees shall have recall rights for a period of two (2) years to an identical job classification in a Special Fund. The Board of Education shall maintain a separate reemployment list from the reemployment list maintained by the City and there shall be no bumping from Board of Education to City, or vice versa.

(B) If a permanent City Special Fund employee is to be laid off by lack of funding, he will be placed in the same City job classification within the same Special Fund grant held by the individual with the least seniority within the Bargaining Unit, for which he/she is qualified, providing he/she has more seniority than the employee with the least seniority in that job classification. All bumps must be within the same job classification in the same Special Fund grant within the City, and any employee placed under this Section 13(B) will be placed in the same Range and Step as was the person he/she displaces. There shall be no cascading. An employee may select a layoff rather than accept placement under this Section 13(B).

(C) If a permanent Board of Education Special Fund employee is to be laid off by reason of lack of funding, he will be placed in the same Board of Education job classification in the same Special Fund grant held by the individual with the least seniority within the Bargaining Unit, for which he/she is qualified, providing he/she has more seniority than the employee with the least seniority in that job classification. All bumps must be within the same job classification in the same Special Fund grant within the Board of Education, and any employee placed under this Section 13(C) will be placed in the same Range and Step as was the person he/she displaces. There shall be no cascading. An employee may select a layoff rather than accept placement under this Section 13(C).

(D) There shall be a re-employment list, in order of seniority, for each City Special Fund job classification and for each Board of Education Special Fund job classification in which layoffs are made. An individual's name shall remain on the applicable re-employment list for two (2) years or until re-employed, whichever occurs first. Employees on a layoff status shall continue to accumulate seniority for two (2) years from the effective date of the layoff. The time spent on layoff shall not be deemed to interrupt the continuity of employment for employees recalled with said two year period. Any employee not recalled to work during this period shall lose all seniority rights and shall be treated as a new employee for all purposes. Two (2) refusals by an employee to return to a position under this Section will result in his/her name being removed from the City or Board of Education Special Fund Re-Employment List.

## **ARTICLE 6 - Vacations**

### **Section 1**

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.

### **Section 2**

All full time 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 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 as of July 1, 2011: (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**

Annual vacation allowance should be taken within the year it is earned.

Employees shall be allowed to carry over vacations days. However, no employee shall be permitted to have more than forty (40) days of vacation to his/her credit at any time. Should an employee retire or resign, he/she would only be paid for a maximum of six weeks (30 days) (e.g., should an employee with 40 vacation days decide to sell the maximum number of days (30) upon retirement or resignation, said employee shall be entitled to utilize the remaining 10 vacation days prior to his/her retirement; otherwise those days shall be forfeited).

Section 4

Holidays which fall within the vacation period shall not be counted as vacation days, but shall be holidays.

Section 5

The time for taking vacations shall be approved by the Department Head. Vacations are scheduled on a first-come, first-served basis. In situations where more than one individual request the same dates at the same time, seniority shall prevail in setting up vacations. Vacations may be taken at any time during the calendar year in accordance with the provisions of this Section. Whenever possible, vacation request should be submitted at least one month in advance to allow management to schedule coverage.

1. Library vacation selections shall be made in the unit that employees work in according to the following schedule:

Branches & Circulation	2* employees on vacation
Adult Services	1 employee on vacation
Children's Services	1 employee on vacation
Technical Services	2 employees on vacation

\*Employees who are moved between Branches & Circulation to accommodate said vacation selection shall work the hours of the person they replace.

2. When an employee selects a vacation, they shall not be scheduled to work on the Saturday before or the Saturday their vacation week is scheduled, unless the employee requests to work the Saturday before their vacation.

Section 6

The vacation pay for an eligible employee shall be based upon his regular annual salary reduced to and paid as the employee's regular weekly earnings.

Section 7

An employee who is discharged shall not be eligible for vacation pay.

Section 8

In the event of death in the immediate family, as defined in Article 11 of this Agreement, and such death occurs while the employee is on vacation, such period of leave shall not be charged to vacation.

## Section 9

In the event that an employee resigns after a sufficient notice or retires and has not taken his/her vacation, then that employee shall receive vacation pay for all unused vacation, up to a maximum of 6 weeks (30 days). Upon the death of an employee the amount of unused vacation pay shall be paid to his/her beneficiary.

## **ARTICLE 7 - Hours Of Work**

### Section 1

The regular work week for employees in the unit shall be Monday through Friday, inclusive, seven (7) hours each day, thirty five (35) hours each week, 7:00 a.m. to 5:30 p.m., except as otherwise shown in Section 6 of this Article.

The standard payroll period shall be from 12:01 a.m., Sunday until 12 midnight the following Saturday.

### Section 2

For the purpose of this Article, the parties agree that the length of the lunch period of each employee, whether paid or unpaid, in effect upon the effective date of this Agreement, and the practice of a paid or unpaid lunch period in effect on said date, shall remain in effect for the duration of this Agreement so long as in no case shall a lunch period extend beyond one (1) hour.

### Section 3

In times of emergency as determined by the Department Head, all full time employees are subject to assignment to any additional duties as required.

Any full time employee who is qualified and fails to report to duty when called during an emergency shall be subject to appropriate disciplinary action. Allowance may be made for special conditions such as sickness in failing to report for work.

### Section 4

If City Hall and/or other agencies are open and various departments of the City are functioning, employees who do not report to 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 5

Whenever the Mayor determines that City Hall and/or other City agencies have to be closed due to weather conditions such as blizzards, ice storms or hurricanes, etc., the following shall prevail:

(A) Employees who are allowed to go home or not required to come to work shall not lose any compensation nor will they be charged sick leave for that day or portion of the day.

(B) Employees who are required to work due to the nature of their duties or are called into work shall receive their normal compensation.

Section 6

Set forth below are the hours of work of employees which differ from those described in Section 1 of this Article. Said hours of work and/or work schedules shall, for the purpose of this Agreement, be construed to be the regular work week, and/or hours of work for the employees assigned to or currently holding said positions.

Exceptions To Normal Work Week

Department

Classification

Work Week

Public Safety  
Communications

911 Operator/Dispatcher I  
911 Operator/Dispatcher II  
911 Operator/Dispatcher III

The work schedule for Public Safety Employees shall be between Sunday and Saturday, with rolling hourly shifts from 0600-1400 through 0100-0900

All Public Safety Communications employees in the above classifications shall have 2 consecutive days off in their regular work week. Shifts will be bid by seniority at least annually, at the discretion of the Department Head. Employees will have 30 days advance notice of the change in work schedule as a result of the bid.

Library

Library Assistant  
Library Technical Assistant  
Junior Librarian

The work schedule for regular thirty seven and one-half (37.5) hour work week employees shall be between Monday and Saturday, between the hours of 9:00 am and 8:00 p.m., with a one hour unpaid meal break.



Police

Records Room Clerks

The work schedule for 24/7 operations clerks shall be between Sunday and Saturday, 8am-4pm, 4pm-12am, 12am-8am

Traffic & Parking

Parking Enforcement Officers hired after June 1, 2012

10am-6pm; 11am-7 pm; 12pm-8pm; 1pm-9pm

Parking Enforcement Officers hired before June 1, 2012

7am-3pm, 8am-4pm, 9am-5pm, 11am-7pm (1 PEO)  
Shifts bid by seniority every six (6) months

School Security

School Security Officers

Second shifts and a workweek of Mon-Fri, Tues-Sat and/or Sun-Thurs. schedule, as outlined below

School Security:

The Board of Education may, in its discretion, establish and reduce any number of second shift positions, or positions working a Tuesday through Saturday or Sunday through Thursday schedule, provided:

1. Such alternative work week and/or second shift positions shall be filled by new hires and volunteers, i.e., a first shift Monday through Friday schedule employee cannot be ordered to move to the second shift/alternative work week position.
2. All shifts shall be eight (8) consecutive hours (this shall not apply to an overtime assignment) and each work week shall consist of five (5) consecutive days.
3. The Board shall have discretion to eliminate or change a second shift/alternative work week provided the employee is provided not less than thirty (30) calendar days notice of the change.
4. The Board may continue to offer short term overtime assignments, e.g. four (4) hours on given night.

For shift bidding purposes in departments that have shifts, seniority in the department classifications shall be used, not the employee's seniority with the City, if different.

Hours of Work - Library.

- 1) Employees shall be scheduled to work 37-1/2 hours per week, Monday through Saturday.

- 2) On weeks where employees are not scheduled to work on Saturday, employees shall be scheduled to work a 7-1/2 hour workday for five (5) consecutive workdays, Monday through Friday, with a one (1) hour unpaid lunch.
- 3) Employees scheduled to work a full day on Saturdays shall receive the prior Friday off or an alternate day, if mutually agreeable to employer and employee.
- 4) Schedules shall be fixed and posted for all employees and shall not be changed unless the Library posts the changes in schedules two (2) full calendar weeks prior to the change. No such notice shall be required for emergencies.

#### Saturday Schedules - Library

- 1) Saturday shifts shall be equally scheduled among Local 884 staff.
- 2) The Saturday work schedule shall be posted during the month of December for the next calendar year commencing February 1st through January 31st.
- 3) When two employees agree to swap their scheduled Saturdays, such change shall only be allowed for compelling reasons with the employee's respective Supervisors approval.
- 4) Any employee calling in sick on Saturday who is scheduled to work on Saturday, shall have their slot filled by first soliciting from the volunteer list. If no volunteers can be found, then employees shall be called in inverse order of seniority on a rotating basis.
- 5) If an employee notifies the Library prior to Saturday that due to sickness or an emergency they are unable to work their Saturday, then the Library shall reschedule another employee to work as long as the employee is notified prior to 12:00 noon on Thursday. If later than 12:00 noon on Thursday, then the same procedures for filling the Saturday schedule shall be utilized as in (4) above.
- 6) Staff must provide a phone number where they can be reached which shall be kept confidential.
- 7) It is understood that a Supervisor may call late Friday or early Saturday to find a substitute for that Saturday.
- 8) The City will fill any vacancies of Local 884 staff in the Library within a reasonable timeframe. For purposes of this Section 8, "reasonable timeframe" shall be defined by taking into account the amount of time needed to develop, administer, and rank a civil service exam, and to interview and select eligible candidates.

## Section 7 - Flex Time

(A) The City of New Haven, if it decides to do so, may offer a flexible work schedule to employees in City Departments, Offices, and Bureaus. Employees shall only work such flexible hours on a volunteer basis. The flexible work schedule shall be within the City pay period of Sunday through Saturday.

(B) An employee or other City Department may request a flexible work schedule and such schedule may be implemented if it fits the needs of the City and there is mutual agreement between the employee and his/her Department Head. Flexible work schedules may be established within the confines of the workday or workweek. Such schedule shall be negotiated by the Union and City and shall be subject to an annual review with either the employee or the City reserving the right to cancel the agreement.

Any dispute(s) shall be submitted to a mutually agreed upon Mediator of the State Board of Mediation and Arbitration. If the parties are unable to agree on the Mediator, the State Board shall appoint such a Mediator. The Mediator shall resolve the dispute(s) and his/her decision shall be binding on the parties.

(C) Employees who volunteer for a flexible work schedule must be able to provide the necessary services to the public as determined by the Department Head.

## Section 8 - Dispatchers

All holdovers shall be recorded as an Official Signal 111 and the employee shall go to the bottom of the call-in rotation.

## Section 9 – City Hall

The following City Hall offices will have extended hours on Tuesday evenings until 7:30 pm: Tax Assessors, Tax Collectors, Vital Statistics, and the Office of City Residents. At the discretion of the City, an employee's hours may be altered by either shifting the work hours (flex hours) or by offering overtime to the affected employees. When the City chooses to shift the hours of work for an employee, the affected employee will be given the choice of hours/days that the employee would prefer to use for such flex time. All flex time must be used in the week in which it is the employee is asked to work. The overtime language of the collective bargaining agreement shall cover all overtime assignments that are created by the extension of City hours.

## **ARTICLE 8 - Overtime**

### Section 1

Time and one-half the current hourly rate of pay shall be paid in each or any of the following instances:

- (A) All time worked in excess of eight (8) hours in any work day,
- (B) All time worked in excess of forty (40) hours in any work week,
- (C) All time worked on Saturday and Sunday for 35 hour employees who work Monday - Friday,
- (D) All time worked on a 6th consecutive day or 7th consecutive day for employees working in 7 day operations.

## Section 2

Supervision shall make all overtime assignments to bargaining unit employees and shall be consistent with the principle of distributing overtime as equitably as practicable among the bargaining unit employees holding the same job classification affected by the overtime assignment. When an employee does not avail himself of the opportunity to work overtime, it shall be recorded on the overtime chart as though he had worked.

## Section 3

An employee will work overtime when requested to do so by supervision provided such employee is given notice of such overtime at least two (2) hours or more in advance. Should an employee not receive at least two (2) hours notice of such overtime assignment he may decline such overtime assignment, and shall not be credited with such overtime for purposes of determining equitable distribution.

## Section 4

In the event that all affected employees refuse or are not available to work overtime, the least senior employee in the classification and area affected by the overtime must work such overtime.

If the classification consists of one or two employees who are not available, the supervisor shall ask for volunteers among his other qualified employees. If no such employee volunteers, then the supervisor shall have the right to assign the overtime to a qualified employee who must work the overtime. The assignment will be rotated on a seniority basis, with the qualified employee with the least seniority being assigned the overtime first.

## Section 5

Time absent under the terms of this Agreement, except as stipulated in Article 12, Section 4 shall not be credited as time worked for the purpose of computing overtime.

## Section 6

When an employee reports for a scheduled overtime shift and the overtime shift is cancelled, the employee shall receive a minimum of one (1) hour's pay at their regular overtime rate.

## **ARTICLE 9 - Call-In Pay**

### **Section 1**

Employees called back under the conditions set forth below, shall, in accordance with the provisions of this Article, be paid call-in pay computed at time and one-half their regular hourly rate.

### **Section 2**

For the purpose of this Agreement, an emergency is defined as a condition which, in the opinion of management, requires that corrective action be taken immediately and that in order to effect such corrective action, it is necessary to require an employee or employees to return to work prior to the employee's regularly scheduled starting time.

It is the intent of the parties that this Article shall not apply to employees required to report early or at hours other than their regularly scheduled starting time due to another employee being absent, on vacation, or on any other authorized leave of absence. Employees required to report under such circumstances shall be compensated at their regular hourly rate.

### **Section 3**

Employees called in for emergency work as defined above shall be paid in accordance with the following schedule:

(A) If an employee is required to and reports for work four (4) or more hours prior to his regularly scheduled starting time, a minimum guarantee of three (3) hours pay at time and one-half his regular hourly rate.

(B) If an employee is required to and reports for work less than four (4) hours prior to his regularly scheduled starting time, time and one-half his regular hourly rate will be paid for all hours worked up to his regular starting time.

### **Section 4**

In order to be eligible to receive overtime pay at a premium rate, an employee must have completed his regularly assigned shift. Hours worked under the call-in provisions of this Agreement shall not be counted in the computation of hours under the overtime provisions of this Agreement.

### **Section 5**

On call-in the Signal and Sign Division of Traffic and Parking shall be assigned on a weekly rotating basis in accordance with administrative procedures for assignments. The employee on call will receive eight (8) hours of additional pay for the week at straight pay and would also be assigned to work Saturday at eight (8) hours time and one half. For each call-in (defined as off

regular scheduled hours) the employee on call shall be guaranteed a minimum of two (2) hours at time and a half.

## **ARTICLE 10 - 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, 5, 8, 9 and 10 of this Article.

### **Section 2**

Sick leave shall be considered to be the absence from duty with pay of bargaining unit employees for the following reasons:

- (A) Illness or injury except where directly traceable to employment by an Employer other than the City of New Haven or where illness or injury is compensable under State Law.
- (B) For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.
- (C) When exposure to contagious disease endangers the health of other employees.
- (D) 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.

The use of sick leave for purposes other than sickness as defined in the sick leave plan will result in appropriate disciplinary action.

### **Section 3 - Sick Leave Allowance**

- (A) Sick leave shall be earned by each permanent employee in the bargaining unit, at the rate of one and one-quarter days for each calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve (12) months. Employees in the Department of Education who are regularly scheduled to work ten (10) months per year, shall be granted sick leave as herein above described on a pro rata basis.

Employees scheduled to work part time for the full fiscal year but less than what a permanent full time employee shall be regularly scheduled to work, such employee shall accumulate sick leave at the rate of one and one-quarter days per month and the rate of compensation shall be determined by multiplying the number of hours in his normal daily work schedule times his regular hourly rate of pay. (Employees scheduled to work less than twenty (20) hours per week,

part time, seasonal, as defined in the M.E.R.A., temporary and employees employed on emergency basis are not eligible for sick leave, except as may be required by law.)

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

(C) 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 (1) year's sick leave allowance.

#### Section 4 - Sick Leave Accumulation

(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 working days of sick leave earned after the maximum accumulation 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 leaves 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 his normal work week.

#### Section 5 - Medical Certificate Required

A medical certificate, acceptable to the appointing authority, is required:

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

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

(C) When a member of the immediate family is critically ill or disabled.

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

(A) Upon retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated, up to a maximum of 120 days. Said credit shall be paid in a lump sum within one (1) month of the employee's retirement date.

(B) Upon the death of an employee, the amount of sick leave time credited to the employee up to a maximum of 120 days shall be payable to his beneficiary.

(C) If an employee is laid off and subsequently recalled within two (2) years of the date of layoff pursuant to Article 5, the sick leave balance that was credited to said individual at the time of layoff shall be restored to his credit upon recall.

If the employee is not recalled within two (2) years of the date of layoff, then he shall be paid a lump sum at the end of the two (2) years, equal to the number of sick days accrued at the time of layoff, up to a maximum of 120 days times the employee's daily rate of pay at the time the layoff occurred. If the employee dies during the two year period, not having been recalled, said sum shall be paid to his/her estate.

(D) 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 - 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 and accumulated. These records shall be subject to inspection by the Controller's Office and he may require periodic reports to be submitted to him.

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

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

2) A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City, but not to be less than once annually.

#### Section 8

Employees who work six (6) months without utilizing a sick day shall receive a seventy-five (\$75.00) lump sum payment in a separate check not credited for pension purposes. The six (6) month periods shall be calculated from June 1 through November 30 and December 1 through May 31 of each Contract year. Payment shall be made no later than the third paycheck in December and June respectively for the preceding six (6) months.



## Section 9 - Leave Without Pay

Leaves of absence without pay of less than thirty (30) days shall be granted only if approved by the employees Department Head. Approval of leave without pay for unclassified employees must be obtained from their Department Head.

(A) Employees granted a medical leave of absence may utilize any or all of their accumulated sick leave before going on the leave without pay.

1) Leave of absence without pay not to exceed one year is available to care for an ill child, parent or spouse or for maternity or paternity purposes under medical conditions whereby the father is needed at home.

(B) Employees on a leave without pay shall not continue to accumulate sick leave or vacation credits. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.

(C) Employees on a leave of absence without pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Department designated to handle such arrangements or the insurance coverage will be terminated. Provided, however, that if the employee fails to return to work, the employee shall be liable for the retroactive premium payments.

(D) When an employee returns from an approved leave of absence their medical insurance shall be reinstated and the City shall pick up coverage on the first day of the first full calendar month after they return.

## Section 10 - Leave With Pay

Leave of Absence with pay may only be granted upon approval of the Labor Relations Director under extraordinary circumstances. Any request for such leave must be initiated, in writing, with accompanying letters from the Department Head and the local Union President or his/her designee, stating in detail the circumstances associated with the request and the reasons why the employee feels the request should be granted.

## Section 11 – FMLA Leave

(A) Any employee who is an “eligible employee” as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. Sec. 2601. et seq. shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any accumulated paid sick leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA; however, employees have the option to use or not use accumulated vacation days as part of the FMLA leave. Paid leave time used as part of the FMLA leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable FMLA leave. A medical certificate acceptable to the City shall be required for FMLA leave situations.

(B) While on paid FMLA leave only, employees shall continue to accumulate sick leave days. Employees on any leave without pay (including unpaid FMLA leave) shall not continue to accumulate sick leave or vacation credits. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.

(C) Employees on a leave of absence without pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Department designated to handle such arrangements or the insurance coverage will be terminated. However, employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. Provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

(D) When an employee returns from an approved leave of absence, their medical insurance shall be reinstated and the City shall pick up coverage on the first day of the first full calendar month after they return. Provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

## Section 12

Sick leave may be donated to fellow employees if authorized by the Union President and the Director of Labor Relations. Said approvals shall be reduced to writing without precedent and handled on a case-by-case basis. Sick leave can also be donated to a sick leave bank to be administered by an 884 committee consisting of the President and two approved members. Any existing days that were previously donated and unused shall be placed into the sick leave bank.

## **Article 10A - 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 be less than once annually.

#### Section 5

Employees shall not be allowed to donate any unused sick leave days to fellow employees; however, they shall be able to donate such days to the Sick Leave Bank with the proviso that he/she cannot be the recipient of any days from the Sick Leave Bank.

### **ARTICLE 11 - Time Allowance For Death In Family**

#### Section 1

Regular full time employees may be absent from their assigned duties for five (5) consecutive calendar days following the death of a member of his immediate family, provided such absence occurs within two weeks of the death; this two (2) week period may be extended in extraordinary circumstances by the Department Head or his/her designee. Should any of these days be one of his regularly scheduled work days, he will be compensated for such absence.

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

For the death of a parent, spouse or child the employee shall be allowed five (5) consecutive working days following the death.

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

Any days taken for this purpose which are in addition to five (5) days authorized leave shall be considered as leave without pay. Vacation and personal days may be used for the additional days.

#### Section 2

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

#### Section 3

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

#### Section 4

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

### **ARTICLE 12- Holidays**

#### Section 1

All eligible employees shall receive twelve (12) paid holidays, which shall be observed between Monday and Friday. 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 Birthday, 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. 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. Employees who are required to work on such holidays shall, in addition to holiday pay, be paid at time and one-half their regular hourly rate for all hours worked on such holidays. Ten (10) month employees of the Department of Education are not entitled to paid holidays.

#### Section 2

An employee on an unpaid or unexcused absence from duty on the day before or the day following a holiday shall not be paid for such holiday.

#### Section 3

Employees on any authorized leave of absence shall not be entitled to holiday pay.

#### Section 4

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, or eight (8) hours per day, provided only if the holiday is a scheduled work day for the employee.

### Section 5

An employee shall be paid holiday pay based on regular day's pay computed on the employee's regular hourly rate.

### Section 6

Police Department and PSAP employees whose positions are regularly scheduled for a 7 day operation shall be paid holiday pay based on a regular day's pay computed on the employee's regular hourly rate. In addition, employees who work such holiday shall in addition to holiday pay be paid at time and one half their regular hourly rate for all hours worked on such holidays.

### Section 7

In the event that the holidays of New Years Day, Independence Day, or Christmas fall on a Saturday or Sunday, the library shall be closed for the observed and the actual holiday. On Good Friday the library shall be closed on Friday and Saturday.

### Section 8

Police Department and PSAP employees who work in a 24/7 operation shall observe all holidays on the traditional holiday.

## **ARTICLE 13 - Grievance Procedure**

### Section 1

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 supervision, or Department of Labor Relations representatives. Such discussions will not interfere with the right of any employee to process grievances through the grievance procedure, providing the Union is promptly notified of such grievance as it is being processed.

A grievance shall be considered to be a dispute between an employee and/or the Union and the City concerning the interpretation and application of the specific provisions of this Agreement.

## Section 2

### Step 1:

An employee with a grievance should first discuss the matter with the Department Head or his/her designee. In this discussion, the persons involved shall make an earnest effort to resolve the matter. The Department Head or his/her designee shall make whatever additional investigation is necessary and shall give his/her answer as soon as practicable, but within three (3) working days. It is agreed that most grievances should be settled at this Step.

### Step 2:

If the Union is not satisfied with the answer at Step 1 it shall then reduce the grievance to writing, either on a form mutually agreed to by the parties or in a letter. Such grievance must contain the following information: (1) A statement indicating the decision to process the grievance through the negotiated grievance procedure; (2) A statement presenting the nature 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 Union shall submit the written grievance to the Department Head, who, in turn, shall submit to the Union a written answer to the grievance within five (5) working days of receipt of the written grievance.

### Step 3:

If the decision at Step 2 is not satisfactory to the Union, it may appeal, in writing to the Director of Labor Relations within ten (10) working days after receiving the decision at 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 Union shall be afforded the right to meet and discuss the grievance with the Director or his representative. The decision of the Director or his representative will be made as soon as practicable, but not later than ten (10) working days after receipt of appeal from Step 2.

## Section 3

Any grievance which is not taken up with the employee's immediate Supervisor within thirty (30) working days after the occurrence of the matter, out of which the grievance arises, shall not be presented or considered at a later date. The employee agrees that extenuating circumstances may arise where an 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. Any grievance not answered within the time limits may be taken immediately to the next step of the grievance procedure.

#### Section 4

At Steps 2 and 3 of this procedure, the Employer and the Union shall be permitted to call a reasonable number of relevant witnesses, normally not more than two (2) from each party at Step 2 and three (3) from each party at Step 3.

#### Section 5

When several employees within the unit have an identical grievance, the Union will select one individual case for processing with the understanding that the decision on the case will be applied to the other identical cases. Such grievances shall be known as a Unit Grievance.

#### Section 6

An employee's grievance will be considered settled upon (a) his written notice, (b) when the complainant ceases to be a regular employee of the City or (c) when the time limit to appeal to the next Step expires, provided however that (b) shall not apply if the grievance is directly related to the employee's termination and he desires it to be processed, or unless the Union considers the grievance to reflect on or affect other employees in the bargaining unit.

#### Section 7

Grievances will be heard at times most practical to do so. Should such times occur during periods other than normal working hours, 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.

#### Section 9

It is recognized by both parties that on occasions a grievance may develop, the immediate disposition of which would be in the best interests of both parties (i.e. discharge or suspension). In such instances, the responsible Union official may contact the Labor Relations Director directly to acquaint him with the situation. At that time a determination shall be made as to what procedure is to be followed.



## **ARTICLE 14 - Arbitration**

### **Section 1**

In order to be considered, a petition by the Union for arbitration shall be received by the Director of Labor Relations or his representative within ten (10) working days after the next regular scheduled meeting of the Union's Executive Board following the date of the Step 3 decision, but in no event more than forty (40) working days after the date of decision at Step 3. Grievances not appealed within this time shall be considered as settled.

### **Section 2**

Petition for arbitration shall be in writing and contain the following items: (1) Signed approval to arbitrate by the Union, (2) The specific Section(s) believed violated; (3) The relief sought; and, (4) A statement of the issue involved. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend the grievance, including references to the Article(s) or Section(s) believed violated, after receipt by the Director of Labor Relations of the petition for arbitration.

### **Section 3**

The Arbitrator or arbitrators shall be the Connecticut State Board of Mediation and Arbitration, except as otherwise agreed upon by both parties to this Agreement.

### **Section 4**

The arbitration 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 considered desirable or necessary in connection with the proceedings

### **Section 5**

The arbitrator(s) designated in accordance with Section 3 of this Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. 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 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 by implication have amended or supplemented the Agreement, unless the parties shall expressly submit to him the issue as to whether such an Agreement by implication was made. The arbitrator(s) shall confine the award to a decision that the City or the Union has or has not violated a specific provision of this Agreement, and if such an award is in the affirmative, the award shall specify the remedy.

## Section 6

The written award of the arbitrator made in accordance with the above arbitration procedure shall be final and binding on the parties to this Agreement, subject only to court appeal of the decision.

## **ARTICLE 15- Wages**

### Section 1

Effective July 1, 2015, the salary schedule in effect on June 30, 2015, shall be increased by zero (0) percent. The salary schedule that reflects this is attached as Schedule A.

### Section 2

For July 1, 2016, the salary schedule in effect on June 30, 2016, shall be increased by three (3) percent, retroactive to July 1, 2017. The salary schedule that reflects this is attached as Schedule B.

### Section 3

Effective and retroactive to July 1, 2017 the salary schedule in effect on June 30, 2017, shall be increased by two percent (2%). The salary schedule that reflects this is attached as Schedule C.

### Section 4

Effective July 1, 2018, the salary schedule in effect on June 30, 2018, shall be increased by two and one quarter percent (2.25%). The salary schedule that reflects this is attached as Schedule D.

### Section 5

Effective July 1, 2019, the salary schedule in effect on June 30, 2019, shall be increased by two and one half percent (2.5%). The salary schedule that reflects this is attached as Schedule E.

### Section 6

When a bargaining unit employee reaches the top Step within his range as set forth in Schedule A, he/she shall remain at such step for the life of this Agreement.

### Section 7

For the purpose of this Agreement, an employee's annual salary shall be the step and amount shown in Schedule A through Schedule D.

For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his regular annual salary which he receives each week. An employee's regular hourly rate shall be that portion of his regular weekly earnings reduced to an hourly rate determined by the number of hours in his normal weekly and/or daily work schedule.

In determining an employee's rate of pay for any monetary benefit under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly, or hourly rate, whichever is appropriate in determining such benefit.

In no event shall any additional moneys received as a result of any other provisions of this Agreement be considered as a portion of any employee's regular annual, weekly, or hourly rate. The single and sole criterion for making a determination of any employee's annual, weekly, or hourly rate shall be the salary being paid in accordance with Schedule A through Schedule E.

### Section 8

Where 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. For example, if a person were to work overtime on a second shift where a shift differential normally is paid, the employee would be paid at the overtime rate only, and such overtime rate would not include a shift differential, but would be based solely on the employee's regular hourly rate.

### Section 9

In the event a bargaining unit employee is promoted, his new salary shall be arrived at by following the principle of a promotional increase being equal to at least a Step increase in the employee's Range prior to promotion, but in no event shall such increase exceed a two Step increase in the employee's Range prior to promotion.

Employees who use their car in the course of City business will be compensated at the Internal Revenue Service (IRS) rate in effect on the date of travel.

### Section 10

Employees required and assigned in a higher classification within Local 884 for more than one (1) working day in a working week shall be paid at the rate of the higher classification for the entire period of time that they are working in the higher classification.

Section 11

Any 884 employee who is temporarily assigned by the Department Head to work in a supervisory or management position shall be compensated an additional three dollars (\$3.00) per hour for all hours assigned.

Section 12

Records Clerks shall receive a \$1.00 per hour differential when they are assigned to work in Detention.

Section 13

No external applicant shall be hired at a higher step/salary than any existing City employee in the same classification with similar years and types of experience. Exceptions to this policy may be made with the union's approval.

Section 14

School Security Officers shall be paid on a weekly basis (salary divided over 42 weeks) and shall have their pay distributed at the work site on the pay date.

Section 15

School Security Officers shall be placed on Range 8, Step 1 effective July 1, 2017.

**ARTICLE 16 - Shift Differential**

Section 1

Effective upon ratification by the Board of Aldermen, the shift differential for the second shift will be forty-five cents (\$.45) per hour and for the third shift shall be fifty cents (\$.50) per hour.

Any employee, the majority of whose scheduled working hours fall between 11 p.m. and 8 a.m. shall receive the third shift differential.

Section 2

Any other classification which currently receives a shift differential higher than those listed above shall continue the same differential.

Section 3

Library employees who are scheduled to work evenings to cover the evening hours shall be entitled to the second shift differential as defined in Section 1 above for those hours worked after 6 pm.

## **ARTICLE 17 - Longevity**

### **Section 1**

All eligible bargaining unit employees with over five (5) years of service as of September 7, 2012 shall receive longevity pay as follows. This Article 17 shall not apply to any bargaining unit employees with fewer than five (5) years of service upon ratification of this Agreement by the Board of Aldermen, or who are hired after such date.

(A) For those eligible employees the amount of longevity pay shall be determined by multiplying that portion of their regular annual salary which an eligible employee has actually earned and received between January 1 and December 31, of the calendar year, by the appropriate percentage figure.

(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, 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 item (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 item (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.

### **Section 4**

A pro-rata lump sum longevity payment will be made to employees who are laid off . In the event of the death of an employee who would have been entitled to longevity, the pro-rata payment shall be made to the employee's beneficiary -- if no beneficiary then to the employee's

estate. Payment shall be made for that portion of the calendar year which the employee worked prior to death or layoff.

## **ARTICLE 18 - In-Service Training**

### **Section 1**

The City agrees that a sum of \$6,000 each year of this Agreement shall be set aside for the express purpose of being used for employee training programs and/or educational reimbursement.

### **Section 2**

It is further understood that the City may from time to time consult with the Union as to the contents of such programs, but the final decision as to the content and conduct of such programs shall rest solely and exclusively with the City, and in no event shall any aspect of such training programs or any decisions pertaining thereto, be subject to grievance, arbitration, or any other form of review by any third party whatsoever.

### **Section 3 - Eligibility**

Applicants for educational assistance must have at least one year of continuous service at the time of application.

(A) All applications for education assistance must be made prior to the time of registration. Applications not made in advance will be rejected.

(B) Course work for which assistance is being requested must be job related, or it must be of such a nature as to improve the employees promotional opportunities, or it must be a requirement of a college or university degree program which is related to the employees development as a City employee.

(C) Course work must be taken at an appropriately recognized and certified educational institution. No reimbursement is available under this policy for association meetings, conventions, institutional programs, or other similar forms of extracurricular programs.

(D) Applications for educational reimbursement are available from the Department of Human Resources. Completed applications are to be submitted by the Department Head for approval by the Department of Human Resources provided funds are available.

(E) Special Fund employees shall only be eligible for education assistance if the grant or funds from which they are paid permit it or funds are available in the grant for education assistance.

#### Section 4 - Reimbursement

The City will reimburse employees for actual allowable expenses incurred not to exceed one thousand dollars (\$1,000.00) per year. There shall be no semester limit in any calendar year.

- 1) Allowable expenses include tuition, books, lab fees, registration and fees.
- 2) In order to be reimbursed, the employee must provide satisfactory evidence of completion of the course with a grade of "C" or higher for undergraduate school courses, or "B" or higher for graduate courses or a marking equivalent and proof of prior payment.

#### Section 5

The Union President shall receive a written report from the Department of Human Resources no later than July 31st of each Contract year. The report shall list which employees applied for educational assistance and which employees received reimbursement also listing the amount received. The report shall cover the preceding Contract year July 1st through June 30th.

### **ARTICLE 19 – Absentee Policy**

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 20 - Prior Practices**

Attached hereto as Appendix A is a list of all Memorandum of Understanding and similar agreements which the Parties are bound by. All other such agreements or understandings not listed are hereafter terminated and considered null and void.

## **ARTICLE 21 - Non-Discrimination**

There shall be no discrimination, threat, penalty, coercion or intimidation of any kind against any employee for reasons of race, creed, color, sex, sexual orientation, religious belief, union membership, national origin, political affiliation, age, handicap or union activity.

## **ARTICLE 22 - Insurance**

### **Section 1**

(A) The City shall cover all employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of four medical care programs known as the 2016 Lumenos High Deductible Plan, the 2016 Comp Mix Plan, the 2016 Bluecare POE, and the 2016 Century Preferred PPO. Prescription coverage for the programs shall be as stated on the medical benefits matrix. The Department of Human Resources maintains all governing plan documents and applicable riders. There will be an annual open enrollment period per contract year.

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.

For members enrolled in the 2016 Lumenos plan the City shall contribute 65% of the deductible effective July 1, 2017 (fully funded on July 1, 2017), and 50% of the deductible effective July 1, 2018 and in each year thereafter (half funded on July 1 and the other half funded on January 1).

Effective July 1, 2017, the City of New Haven Health Incentive Program shall be adopted which shall include, but not be limited to, the following components:



- (1) All family members shall designate a primary care physician and members and spouses shall have an age/gender appropriate routine annual medical exam with a physician during each calendar year;
- (2) All family members shall have at least one dental cleaning/oral exams in each calendar year;
- (3) All family members shall have age/gender appropriate vaccines; and
- (4) All family members with chronic care conditions fully participate in, and cooperate with, Anthem’s Condition Care outreach initiatives if contacted.

Employees who do not participate in the program, or who participate and fail to comply with the requirements of the plan, shall contribute an additional cost towards the plan selected as follows:

Single coverage:	\$50 per month
Two person coverage:	\$75 per month
Famil coverage:	\$100 per month

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 (Prothonontic), 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:

Year	Lumenos	Comp Mix	Blue Care POE	Century Preferred PPO
7/1/17 to 6/30/18	9%	19%	23%	23%
July 1, 2018 to June 30, 2019	9.5%	19.5%	23.5%	24%
July 1, 2019 to June 30, 2020	10%	20%	24%	25%

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 on the first day of the month following their completion of sixty (60) days of employment. However, they shall not be eligible for personal days or sick days until satisfactorily completing their probationary period. The accrual of sick leave and vacation time shall be determined by the employee's original date of hire.

#### Section 8 – Retiree Coverage

The City shall provide the following medical insurance coverage for retirees:

(A) The City shall continue to provide and pay for the medical insurance as provided for all eligible employees scheduled to work twenty (20) hours per week or more under one of four medical care programs known as the 2016 Lumenos High Deductible Plan, the 2016 Comp Mix Plan, 2016 Bluecare POE, and 2016 Century Preferred PPO, for all employees who retire on or after the ratification date of this Agreement and who meet the criteria set forth herein.

- (1) Twenty-five (25) years of service or meets the criteria to retire under the Rule of 80.
- (2) Twenty (20) years of service and retire with a service-oriented disability.

(3) Fifteen (15) years of service and retire on disability and meet the total and permanent requirement of Social Security.

For employees with more than ten (10) years of service as of July 1, 2010, 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).

(B) 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. 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 884. 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.

(C) Upon reaching age 65, retirees who satisfy the above criteria (and their spouses, provided that the employee has more than ten (10) years of service as of July 1, 2010) must apply and pay for Medicare Parts A and B through the Social Security Administration. For those retirees and eligible spouse who qualify for Medicare, 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 if 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 share for the Medicare Supplemental Plan C as he/she was paying for the chosen medical plan coverage prior to turning age sixty-five.

(D) Effective July 1, 2017 employees shall contribute a percentage of their base pay, pre-tax, to help offset the cost of providing post-retirement health benefits, as outlined below:

Effective 7/1/17:	.50%
Effective 7/1/18:	.75%
Effective 7/1/19:	1.25%

## 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.

### **ARTICLE 23 - Workers Compensation**

#### **Section 1**

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 23, Section 1 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.

#### **Section 2**

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 1 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.

#### **Section 3**

The City agrees to hold Local 884, Council 4, AFSCME, AFL-CIO harmless with respect to any liability on the employee's part as above set forth.

#### **Section 4**

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 24 - 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 unreasonably restrict Union activities.

The Union shall notify the Manager of Human Resources and Benefits, the Director of Labor Relations and the Controller's Office of the names of current Union Officers and Union Stewards.

### 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 immediate supervisor at least twenty four (24) hours in advance of such meetings.

### Section 3

Orientation: All new employees shall be released from work, if they so desire, for up to one hour without loss of pay to attend a Union Orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the City.

## **ARTICLE 25 - Union Business Leave**

### Section 1

In addition to the union business leave listed below, the Union President shall be granted sixteen (16) hours per week to conduct union business. Labor Relations will schedule matters on the President's designated "union" days whenever feasible.

The President, Vice President, Secretary, Treasurer and any three (3) other individuals appointed by the Union, shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of the labor Agreement, provided such meetings take place at a time during which such committee members are normally scheduled to work.

In addition to the aforementioned committee, the Union may from time to time ask other members to attend bargaining sessions in order that such employees may present information to the parties of particular relevance and/or importance to a given issue under consideration. It is understood that the immediately aforementioned privilege will be exercised by the Union in a reasonable and responsible fashion.

### Section 2

A Union grievance committee of up to four (4) persons shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of scheduled grievance hearings, when such meetings take place at a time during which such grievance committee members are scheduled to work.

### Section 3

Five officers of the Union, or their designees, shall be granted leave with pay to attend meetings of the State Convention of the Connecticut State Labor Council, AFL-CIO, Council 4 AFSCME Convention/Council 4 AFSCME Annual Conference, and the National Convention of the American Federation of State, County, and Municipal Employees, AFL-CIO. On or about thirty (30) days from the signing of the Agreement, the Union shall submit a letter to the Director of Labor Relations listing the names of those Union Officers and/or members who will represent the Union in the areas of Union activity set forth in this Article. The Union shall submit to the Director of Labor Relations the dates of the Union meetings referred to in this Section where such dates are fixed. Notification of attendance at meetings whose dates are not fixed shall also be made to the Director of Labor Relations when such become known to the Union, but in no event less than one (1) calendar week prior to such meetings.

## **ARTICLE 26 - Disciplinary Procedures**

### Section 1

Department Heads of the various City Departments, or their designee, shall exercise full disciplinary authority consistent with their oath of office and their responsibility to direct employees to perform the required work duties in order to achieve Department program goals and provide satisfactory municipal services to the general public. If a supervisor or a manager has reason to reprimand or counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### Section 2

Normally, discipline shall include either (A) A verbal warning; (B) A written warning; (C) A suspension without pay; or (D) Discharge, and shall be progressive in nature. Whatever disciplinary action is taken, the parties recognize that the merits of a given situation play an important role in determining what action is appropriate, and as such, it is not the intent of the parties that all discipline will necessarily follow the order or steps cited above. It is the intent of the parties that whatever the action, such action shall be consistent with Section 4 of this Article.

### Section 3

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

### Section 4

- (A) Employees shall only be disciplined for just cause.
- (B) All suspensions, discharges and warnings must be stated in writing and a copy given to the employee and the Union President.

Section 5

(A) All verbal warnings and written warnings shall be removed from the employee's record after a period of two (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 employee's work record after five (5) 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 6

Employees who are discharged during their probationary period shall not have recourse to appeal said discharge to Arbitration pursuant to Article 14 of this Agreement.

Section 7

An employee shall be entitled to Union representation at all investigatory interviews that the employee reasonably believes could lead to discipline.

**ARTICLE 27 - Authority And Responsibility Of The  
Civil Service Commission And The City Boards And Commissions**

No provision of this Agreement shall in any way contravene the authority and responsibility of the Civil Service Commission, and City Boards and Commissions as contained in the Charter and the Ordinances.

It is mutually agreed that the preceding paragraph shall not alter the terms of this Agreement.

**ARTICLE 28 - No Strike Provision**

Section 1

The Union agrees that during the length of this Agreement it will not call or support or participate in any work stoppage or strikes against the City. The Union further agrees that any of its members participating in any work stoppage, strike, or slowdown may be summarily discharged by the City.

Section 2

The City agrees that there shall be no lockout of employees during the life of this Agreement.

### Section 3

The Union agrees that it will use its best efforts to cause its member employees, individual and collectively, to perform and render legal and efficient work and services 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.

## **ARTICLE 29 - Pension**

### Section 1

Schedule F attached hereto and made a part hereof, contains the terms and conditions of Pension benefits for members of Local 884.

### Section 2

Special Funded employees shall not be covered by the City pension but shall continue to be covered by Social Security.

## **ARTICLE 30 - Special Provisions**

### Section 1

The City shall reimburse Parking Enforcement Officers for the loss or damage to clothing and/or personal property suffered in the performance of duty provided same is not the result of his/her own negligence. Such claims for loss must be supported with reasonable proof of loss and of the value of the clothing and/or property, and shall be subject to charter provisions pertaining to the processing of such claims.

### Section 2

Employees who regularly use their private vehicles as part of their normal daily work assignment shall be provided with a free parking space by the City. Such determination shall be made by the Department Head on a case by case basis and shall not be precedent setting. All other employees shall be given a reduced rate (two-thirds the commercial rate) for parking in a garage or lot allocated by the Parking Authority.

### Section 3

The City will mail to each employee their paychecks whenever payday falls on a day schools are not in session for employees who work in the Board of Education whose work schedules coincide with the school calendar.



### **ARTICLE 31 - Personal Leave**

Each employee shall be entitled to three (3) days per calendar year to be known as Personal Leave. Such leave shall be with pay and not charged against sick leave. All Personal Days must be utilized or they will be lost.

In the event that the number of employees who request Personal Leave defined under this section compromises the activities of a department or a division due to the number of individuals requesting a particular day, the department or division may deny the request in order to not disrupt the normal activities in such department or division. In such circumstances of conflict, seniority shall prevail.

An employee intending to utilize Personal Leave shall notify his Supervisor at least forty-eight (48) hours prior to taking such Leave unless such notification is impossible due to circumstances beyond the employee's control.

### **ARTICLE 32 - Residency**

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

### **ARTICLE 33 - Coverage**

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

### **ARTICLE 34 - Supervisory Clause**

A Supervisor shall not perform work of a nature normally performed by an employee covered by this Agreement except in cases of emergency, correction of trouble or for purposes of training.

### **ARTICLE 35 - Uniforms**

#### **Section 1**

The City of New Haven shall provide employees in the Departments listed below with uniforms, which they shall be required to wear:

- Parking Enforcement Officers
- Parking/Signs/Signal Crews
- BOE Security Officers
- Public Safety Communication Center Staff
- Public Works & LCI Public Space Inspectors

## Section 2

Any other employees that are required to receive uniforms shall continue to have said uniforms provided by the Employer.

## Section 3

Parking Enforcement Officers shall be provided with articles of uniform and equipment in the amount and manner provided for in the following table. Members not desiring their full allotment of uniform shall advise the Department of the items not desired.

- 1) 2 long sleeve and 2 short sleeve shirts annually.
- 2) 1 summer and 1 winter hat annually.
- 3) 1 blouse as needed. Such need to be determined by Departmental inspection.
- 4) 3 pair of slacks annually (summer or winter - any combination).
- 5) 1 raincoat and hat cover as needed. Such need to be determined by Departmental inspection.
- 6) 1 overcoat as needed. Such need to be determined by Departmental inspection.
- 7) 1 pair of summer and 1 pair of winter gloves and 2 ties annually (women's gloves and clip ties)
- 8) 1 sweater or mid-season jacket annually.

## Section 4

The City shall reimburse members for loss or damage to clothing and/or personal property suffered in the performance of duty provided same is not the result of his/her own negligence (including clothing damage from excessive dirt and grime in the performance of physical labor as part of the work assignment).

## Section 5

In the event that a disagreement arises regarding the replacement of clothing as indicated in Sections 3 and 4 above, the matter will be resolved in an informal discussion between an authorized Union representative and an aide designated by the Department Head.

## Section 6

Members provided with annual allowance for foot gear shall be allowed the option of choosing the annual allowance or using double the allowance bi-annually.

## **ARTICLE 36 - Miscellaneous**

### **Section 1 - Health and Safety**

When the Union President discovers any unsafe or unhealthy working condition, he/she shall notify the responsible supervisor. If the issue cannot be resolved, the parties shall notify the Director of Labor Relations and the parties shall discuss said condition immediately.

- (A) There shall be formed a joint Management and Union Safety Committee consisting of two (2) members from Management and two (2) members from Local 884. This Committee shall meet at least once a month to discuss safety problems. Either side may call upon employees who are involved or may have expertise in the problem before the Committee to attend such meetings. These meetings will be held during working hours and employees in attendance will suffer no loss of pay.
- (B) There shall be a monthly Labor-Management meeting for school security, not to exceed five members.

Corrective measure against hazardous and unsafe conditions shall be implemented promptly. The appropriate corrective action shall be the sole responsibility of the City.

### **Section 2 - Military Leave**

(A) Any employee who is a member of the Reserve Corps of any branch of the Armed Forces of the United States, shall be entitled to leave of absence to attend required field training in such Reserve Corps.

(B) While engaged in such training, the employee shall receive the difference between the compensation received from military duty and regular pay as a City employee.

(C) Notification of Military Leave should be made in writing to the Department Head with a copy to the Controllers Office.

## **Article 37 – Subcontracting**

### **Section 1**

Effective retroactively to October 3, 1997, Local 884, Council 4, AFSCME, Council 4, hereby consents and agrees to permit the City of New Haven Department of Transportation, Traffic & Parking to enter into a working agreement with an outside entity to perform all of the painting of the permanent longitudinal (long line) traffic markings on all streets within the City of New Haven.

## Section 2

The City will comply with its obligation under the M.E.R.A. for any subcontracting in City departments. Notwithstanding the foregoing, effective upon the implementation date of this Agreement, the City may establish contracts or subcontracts for work normally performed by members of Local 884 in the following municipal operations in its entirety:

Collections Services Representative (Tax Department)

## Section 3

Local 884 bargaining unit employees will not lose employment with the City of New Haven as a result of any decision to contract or subcontract any municipal operation(s) referred in Section 2 of this Article being implemented by the City. Any member of the bargaining unit affected by the City's decision to contract or subcontract the above-stated municipal operations shall continue to be employed by the City of New Haven at terms of employment which are comparable to those he or she enjoyed prior to the contracting/subcontracting of such services with no loss of pay, seniority, or other benefits.

## Section 4

Employees shall have the option to elect to continue to be employed with the City of New Haven in accordance with this Article or seek employment with the contractor or subcontractor.

## Section 5

Those employees who elect to accept employment with the contractor or subcontractor shall be paid for accumulated sick and vacation leave in accordance with the terms of this Agreement at the time of transition.

## Section 6

Employees who are affected by the imposition of this Article shall be provided with a reasonable amount of training by the City and a probationary period during which to adjust to the new position. The probationary period for the new position shall be one hundred twenty (120) days in duration. If the employee does not successfully complete the probationary period, the City may take action appropriate with its prerogatives under the current contract.

## **ARTICLE 38 - Savings Clause**

### Section 1

In the event that any Federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

## **ARTICLE 39 – 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 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 President – means President of Local 884, Council 4, AFSCME, AFL-CIO 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 39 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. This preliminary determination shall be followed by a final determination by a second supervisor who must confirm the preliminary determination in order for testing to be ordered.

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 herein. 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. The parties recognize that industry standards may change during the life of the CDL policy. Any such changes shall be negotiated pursuant to the requirements of MERA.

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 or industrial safety 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, as applicable. 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 being 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.

- 1. 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 herein 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 an immediate five (5) day suspension.
- 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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What are the 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 five (5) 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 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	Copnfirmatory 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 (11) 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.

What are the 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.



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. Any such changes shall be negotiated pursuant to the requirements of MERA. 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 40 - Duration and Contract Renewal**

**Section 1**

The duration of this Contract shall extend from July 1, 2015, through June 30, 2020, and until a subsequent Contract is negotiated and becomes effective, subject to 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 at the time of signing.

In witness whereof, the parties have caused their names to be signed on this \_\_\_\_ day of \_\_\_\_\_, 2017.

City of New Haven

Local 884, Council 4, AFSCME  
AFL-CIO

By: \_\_\_\_\_  
Toni Harp  
Mayor

By: \_\_\_\_\_  
Doreen Rhodes  
President

By: \_\_\_\_\_  
Floyd Dugas, Esq.  
On behalf of Labor Relations

By: \_\_\_\_\_  
Brett Owen  
Staff Representative, AFSCME Council 4

**LOCAL 884 SALARY SCHEDULE A**  
**FY 15-16 - 0%**

	1	2	3	4	5	6	7	8
1	28,744	30,444	30,996	31,548	32,105	32,975	33,845	34,716
2	30,723	31,272	31,828	32,377	32,937	33,813	34,687	35,561
3	32,078	32,738	33,406	34,068	34,735	35,567	36,400	37,232
4	33,070	33,742	34,401	35,060	35,730	36,741	37,751	38,765
5	34,068	34,735	35,400	36,060	36,723	37,745	38,768	39,793
6	35,060	35,730	36,391	37,056	37,720	38,750	39,785	40,816
7	36,637	37,470	38,300	39,128	39,962	41,184	42,404	43,627
8	37,883	38,715	39,544	40,373	41,207	42,441	43,674	44,906
9	39,128	39,962	40,789	41,617	42,447	43,445	45,238	45,444
10	40,373	41,207	42,035	42,867	43,690	44,949	46,211	47,473
11	41,978	43,029	44,081	45,131	46,185	47,687	49,192	50,698
12	43,552	44,611	45,657	46,708	47,757	49,277	50,799	52,320
13	45,131	46,185	47,824	48,286	49,335	50,873	52,414	53,953
14	46,708	47,757	48,808	49,865	50,915	52,463	54,013	55,565
15	48,286	49,335	50,391	51,440	52,266	54,054	55,844	57,631
16	49,865	50,915	51,964	53,012	54,064	55,645	57,065	58,801
17	51,248	52,297	53,348	54,401	55,453	57,031	58,612	60,189
18	52,633	53,687	54,734	55,785	56,837	58,417	59,991	61,576
19	54,017	55,073	56,117	57,169	58,222	59,801	61,381	62,962
20	55,403	56,455	57,505	58,556	59,609	61,190	62,767	64,345



**LOCAL 884 SALARY SCHEDULE B**  
**FY 16-17 - 3%**

	1	2	3	4	5	6	7	8
1	29,607	31,358	31,926	32,495	33,069	33,965	34,861	35,758
2	31,645	32,211	32,783	33,349	33,926	34,828	35,728	36,628
3	33,041	33,721	34,409	35,091	35,778	36,635	37,492	38,349
4	34,063	34,755	35,434	36,112	36,802	37,844	38,884	39,928
5	35,091	35,778	36,462	37,142	37,825	38,878	39,932	40,987
6	36,112	36,802	37,483	38,168	38,852	39,913	40,979	42,041
7	37,737	38,595	39,449	40,302	41,161	42,420	43,677	44,936
8	39,020	39,877	40,731	41,585	42,444	43,715	44,985	46,254
9	40,302	41,161	42,013	42,866	43,721	44,749	46,596	46,808
10	41,585	42,444	43,297	44,154	45,001	46,298	47,598	48,898
11	43,238	44,320	45,404	46,485	47,571	49,118	50,668	52,219
12	44,859	45,950	47,027	48,110	49,190	50,756	52,323	53,890
13	46,485	47,571	49,259	49,735	50,816	52,400	53,987	55,572
14	48,110	49,190	50,273	51,361	52,443	54,037	55,634	57,232
15	49,735	50,816	51,903	52,984	53,834	55,676	57,520	59,360
16	51,361	52,443	53,523	54,603	55,686	57,315	58,777	60,566
17	52,786	53,866	54,949	56,034	57,117	58,742	60,371	61,995
18	54,212	55,298	56,377	57,459	58,543	60,170	61,791	63,424
19	55,638	56,726	57,801	58,885	59,969	61,596	63,223	64,851
20	57,066	58,149	59,231	60,313	61,398	63,026	64,651	66,276

**LOCAL 884 SALARY SCHEDULE C**  
**FY 17-18 - 2%**

	1	2	3	4	5	6	7	8
1	30,200	31,986	32,565	33,145	33,731	34,645	35,559	36,474
2	32,278	32,856	33,439	34,016	34,605	35,525	36,443	37,361
3	33,702	34,396	35,098	35,793	36,494	37,368	38,242	39,116
4	34,745	35,451	36,143	36,835	37,539	38,601	39,662	40,727
5	35,793	36,494	37,192	37,885	38,582	39,656	40,731	41,807
6	36,835	37,539	38,233	38,932	39,630	40,712	41,799	42,882
7	38,492	39,367	40,238	41,109	41,985	43,269	44,551	45,835
8	39,801	40,675	41,546	42,417	43,293	44,590	45,885	47,180
9	41,109	41,985	42,854	43,724	44,596	45,644	47,528	47,745
10	42,417	43,293	44,163	45,038	45,902	47,224	48,550	49,876
11	44,103	45,207	46,313	47,415	48,523	50,101	51,682	53,264
12	45,757	46,869	47,968	49,073	50,174	51,772	53,370	54,968
13	47,415	48,523	50,245	50,730	51,833	53,448	55,067	56,684
14	49,073	50,174	51,279	52,389	53,492	55,118	56,747	58,377
15	50,730	51,833	52,942	54,044	54,911	56,790	58,671	60,548
16	52,389	53,492	54,594	55,696	56,800	58,462	59,953	61,778
17	53,842	54,944	56,048	57,155	58,260	59,917	61,579	63,235
18	55,297	56,404	57,505	58,609	59,714	61,374	63,027	64,693
19	56,751	57,861	58,958	60,063	61,169	62,828	64,488	66,149
20	58,208	59,312	60,416	61,520	62,626	64,287	65,945	67,602

**LOCAL 884 SALARY SCHEDULE D**  
**FY 18-19 - 2.25%**

	1	2	3	4	5	6	7	8
1	30,880	32,706	33,298	33,891	34,490	35,425	36,360	37,295
2	33,005	33,596	34,192	34,782	35,384	36,325	37,263	38,202
3	34,461	35,170	35,888	36,599	37,316	38,209	39,103	39,997
4	35,527	36,249	36,957	37,664	38,384	39,470	40,555	41,644
5	36,599	37,316	38,029	38,738	39,451	40,549	41,648	42,748
6	37,664	38,384	39,094	39,808	40,522	41,629	42,740	43,847
7	39,359	40,253	41,144	42,034	42,930	44,243	45,554	46,867
8	40,697	41,591	42,481	43,372	44,268	45,594	46,918	48,242
9	42,034	42,930	43,819	44,708	45,600	46,671	48,598	48,820
10	43,372	44,268	45,157	46,052	46,935	48,287	49,643	50,999
11	45,096	46,225	47,356	48,482	49,615	51,229	52,845	54,463
12	46,787	47,924	49,048	50,178	51,303	52,937	54,571	56,205
13	48,482	49,615	51,376	51,872	53,000	54,651	56,307	57,960
14	50,178	51,303	52,433	53,568	54,696	56,359	58,024	59,691
15	51,872	53,000	54,134	55,260	56,147	58,068	59,992	61,911
16	53,568	54,696	55,823	56,950	58,078	59,778	61,302	63,169
17	55,054	56,181	57,310	58,441	59,571	61,266	62,965	64,658
18	56,542	57,674	58,799	59,928	61,058	62,755	64,446	66,149
19	58,028	59,163	60,285	61,415	62,546	64,242	65,939	67,638
20	59,518	60,647	61,776	62,905	64,036	65,734	67,429	69,124

**LOCAL 884 SALARY SCHEDULE E**  
**FY 19-20 - 2.5%**

	1	2	3	4	5	6	7	8
1	31,652	33,524	34,131	34,739	35,353	36,311	37,269	38,228
2	33,831	34,436	35,047	35,652	36,269	37,234	38,195	39,158
3	35,323	36,050	36,786	37,514	38,249	39,165	40,081	40,997
4	36,416	37,156	37,881	38,606	39,344	40,457	41,569	42,686
5	37,514	38,249	38,980	39,707	40,438	41,563	42,690	43,817
6	38,606	39,344	40,072	40,804	41,536	42,670	43,809	44,944
7	40,343	41,260	42,173	43,085	44,004	45,350	46,693	48,039
8	41,715	42,631	43,544	44,457	45,375	46,734	48,091	49,449
9	43,085	44,004	44,915	45,826	46,740	47,838	49,813	50,041
10	44,457	45,375	46,286	47,204	48,109	49,495	50,885	52,274
11	46,224	47,381	48,540	49,695	50,856	52,510	54,167	55,825
12	47,957	49,123	50,275	51,433	52,586	54,261	55,936	57,611
13	49,695	50,856	52,661	53,169	54,325	56,018	57,715	59,409
14	51,433	52,586	53,744	54,908	56,064	57,768	59,475	61,184
15	53,169	54,325	55,488	56,642	57,551	59,520	61,492	63,459
16	54,908	56,064	57,219	58,374	59,530	61,273	62,835	64,749
17	56,431	57,586	58,743	59,903	61,061	62,798	64,540	66,275
18	57,956	59,116	60,269	61,427	62,585	64,324	66,058	67,803
19	59,479	60,643	61,793	62,951	64,110	65,849	67,588	69,329
20	61,006	62,164	63,321	64,478	65,637	67,378	69,115	70,853

### Bargaining Unit Classification

<u>Classifications</u>	<u>Range</u>
Account Clerk I	6
Account Clerk II	10
Account Clerk III	12
Account Clerk IV	15
Accounts Payable Auditor II	15
Assessment Control Clerk	8
Assessment Information Clerk II	11
Assistant Animal Control Officer	13
Behavioral Specialist	18
Bilingual Pediatric Immunization Worker	8
Career Technician Education Services Assistant	6
Case Manager/Internship Development	11
Chief Clerk	8
Citizen Response Specialist	10
Clerk Typist	8
Collection Clerk	8
Collections Service Representative	8
Data Control Clerk	5
Data Control Clerk II	8
Data Entry Analyst	4
Data Entry Receptionist/Clerk	7
Drop Out Prevention	10
Election Specialist	11
Family Educator	8
Health Assistant	4
Healthy Start Family Outreach Worker	8
Hearing Technician/Health	11
Housing Inspector & Housing Code Field Inspector	20
In-House Suspension Worker	14
Land Records Processor	15
Land Records Specialist	13
Lead Poisoning Inspector	15
Librarian I Jr. (& Bilingual)	16
Library Assistant I (& Bilingual)	10
Library Assistant II	11
Library Technical Assistant	12

Magnet School Recruitment Specialist	10
Mail Clerk	7
Maintenance Office Account Clerk	15
Maternal & Child Outreach Worker	8
Medical Assistant/Biller	8
Medicare Liaison	8
Meter Checker	14
911 Operator/Dispatcher I (& Bilingual)	11
911 Operator/Dispatcher II (& Bilingual)	15
911 Operator/Dispatcher III	20
Neighborhood Outreach Worker	8
Off-Set Printer	14
Painter & Sign Erector	15
Parking Enforcement Officer	8
Police Detail Data Control Clerk (promotional only)	8
Police Records Clerk	7
Processing Clerk (& Bilingual)	8
Property Maintenance Worker II	8
Receptionist - Typist	5
Records Supervisor	11
School Health Assistant	1
School Security Officer	8
Senior Sanitarian	20
Senior Traffic Signal Technician	20
Social Worker	10
SSEA Clerk Typist/Coordinator	8
Social Worker	10
Student Recruitment Specialist	10
Title Maintenance Clerk	13
Traffic Maintenance Worker II	15
Traffic Signal Mechanic	20
Transcriptionist	10

## Appendix A

**City of New Haven**

**And**

**Case #MPP-2233**

**Local 884 of Council 4,  
AFSCME, AFL-CIO**

### Stipulation Of Settlement

In the above matter, the parties agree and stipulate as follows:

1. This stipulation will apply to only those full time employees of the Board of Education under the Federal and State Grants, and under other Funds awarded to the City of New Haven and not part of the New Haven General Fund, and those employees of the City of New Haven employed under the Family Planning/Family Life Education Grant of the Department of Health.
2. The Special Fund employees referred to in (1) above will not be entitled to membership in the City Employees Retirement Fund of the City of New Haven, but they will continue to be covered under the Social Security Agreement of the City of New Haven as presently in effect.
3. They will not be entitled to appointment as Civil Service employees of the City of New Haven by special reference to this Stipulation.
4. They will not have tenure and when and if the Grant Funds which are used to pay their salaries are terminated or diminished, the employment of these people will be discounted.
5. No payments from the General Fund of the City of New Haven will be made to these employees and they will rely entirely on State and Federal Grants for their wages and other expenses.
6. Except as modified by the terms and conditions of this Stipulation, said employees will also be covered by the collective bargaining agreement between the City of New Haven and Local 884 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO.
7. Subject to the provisions of this Stipulation, said employees will be permitted to apply for regular Civil Service positions.

City of New Haven

Local 884, Council 4, AFSCME, AFL-CIO

By: s/Joseph DeMartino  
Joseph DeMartino

By: s/Dominick Lucenti  
Dominick Lucenti  
Staff Representative

By: s/Michael Crisci  
Michael Crisci  
President

August 29, 1973  
Dated



City of New Haven and  
New Haven Board of Education  
And

Local 884, Council 4,  
AFSCME, AFL-CIO

RE: Memorandum of Understanding [MOU #21]

MPP-20,941

New Haven Board of Education Hiring

**Local 884 Bargaining Unit Positions**

June 11, 2012

AMENDED MEMORANDUM OF UNDERSTANDING

The City of New Haven and Local 884, Council 4, AFSCME, AFL-CIO hereby agree to the following Memorandum of Understanding, which was negotiated as a settlement to the above referenced matter:

1. The New Haven Board of Education employs ten (10) and twelve (12) month employees who perform job duties that are consistent with the recognition clause of the Local 3144 and Local 884 Contracts.
2. Local 3144 has made a claim for the positions through MPP-20,941.
3. The parties have met and negotiated the particular positions claimed in MPP-20,941 and have determined that certain positions, more particularly defined below, shall be recognized as Local 884 job titles under the Local 884 Collective Bargaining Agreement.

The following positions shall be recognized as Local 884 positions under the Collective Bargaining Agreement:

Twelve (12) Month Positions:

Case Manager/Internship Developer  
Dropout Prevention Worker  
Social Worker

Ten (10) Month Positions:

In-House Suspension Worker  
Social Worker

4. Considering the necessity of placing each position referenced above within a recognized range in the Local 884 Contract, the parties have met and discussed each job title. Further, considering the incumbents in such positions, the parties have negotiated the particular step into which each employee shall be placed effective July 1, 2000.
5. Twelve (12) month employees shall be paid at the range and step identified below effective July 1, 2000.

6. Ten (10) month employees shall subscribe to the following:
- a. Ten (10) month employees shall be paid at five sixths ( $5/6$ ) of the range and step identified below.
  - b. Ten (10) month employees shall have a work year of two hundred (200) days inclusive of ten (10) paid holidays, which shall commence approximately one (1) week before the New Haven Public Schools open and end no later than July 1.
  - c. Ten (10) month employees shall receive ten (10) paid holidays. The nine (9) holidays, which shall be celebrated on the dates prescribed by law are New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Thanksgiving and Christmas. In addition, such ten (10) month employees shall receive one (1) floater holiday for use on one of the following: the day after New Year's Day, the day after Easter, Rosh Hashanah, Yom Kippur, the day after Thanksgiving, the day before or after Christmas, the day before New Year's or the Employee's birthday. If the floater is not used by July 1 of the calendar year the floater shall be forfeited. Seniority by rotation shall prevail in any areas of conflict.
  - d. Hours of work shall be dictated by the specific job assignment and shall be flexible in nature. Such hours of work shall be no more than 7.5 hours per day, with a duty-free half hour for lunch, which shall be used during the workday and shall not be forfeited in exchange for leaving work early nor used as travel time to and from an assignment.
  - e. Ten (10) month employees shall not be entitled to any vacation leave, but shall be eligible for personal leave consistent with the Local 884 Contract.
  - f. Ten (10) month employees shall only accrue sick time in a manner consistent with the Local 884 Contract during the ten (10) month period of employment.
  - g. On early school dismissals due to inclement weather, ten (10) month employees shall follow their designated school schedule and be allowed to go home with pay. On all other days of early school dismissal not related to inclement weather, ten (10) month employees shall work a full day.
  - h. On school closings due to inclement weather, ten (10) month employees shall not report to their designated school and shall receive pay for such day(s) off. Ten (10) month employees shall make up any lost school days due to the school closings either at the end of the school year or during scheduled school breaks in February and April, provided approval has been granted in advance by the Principal or his/her designee, not to be unreasonably withheld. On all other days of early school dismissal not related to weather, ten (10) month employees shall work a full day.

7. All employees referenced herein shall be subject to layoffs consistent with the language of the 884 Collective Bargaining Agreement, Article 5.
8. The vacation allotment to all employees referenced herein shall remain consistent with the benefit package under which each employee was hired through calendar year 2000. Effective January 1, 2001 all employees referenced herein shall receive the applicable vacation allotment under the current Local 884 Contract. In addition, the parties understand that the work performed by the employees referenced herein is primarily conducted during the school year. As such, the parties understand that the summer months and scheduled school vacations shall be the preferred utilization time for vacation and that requests for vacation days while school is in session may not necessarily be approved.
9. In the event that any additional positions should be created by the Board of Education, such positions shall be subject to negotiation with Local 884 in the event that such positions are recognizable under its Collective Bargaining Agreement.
10. This Memorandum of Understanding shall constitute a full and final settlement of MPP-20, 941.

Signed and dated by the parties on this 7th day of September, 2012.

City of New Haven

Local 884, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_  
Marjan Mashhadi, Esq.  
Director of Labor Relations

By: \_\_\_\_\_  
Ronald Hobson  
President

City of New Haven  
And  
Local 884, Council 4,  
AFSCME, AFL-CIO

**RE: Memorandum of Understanding**  
**RE: Security Aides – Inclusion in**  
**Local 884 [MOU #23]**  
6/11/12

**AMENDED MEMORANDUM OF UNDERSTANDING**

The City of New Haven, the School Security Officers and Local 884, AFSCME, AFL-CIO have met regarding the above captioned matter and have agreed to settle the outstanding collective bargaining negotiations as follows:

1. The work year for all School Security Officers shall be two hundred (200) days, inclusive of ten (10) paid holidays and shall commence approximately one (1) week before school opens and end no later than July 1<sup>st</sup>. School Security Officers shall be assigned to duties as scheduled and directed by the Superintendent of Schools or his designee.
2. The work day for School Security Officers assigned to a school or schools shall be an eight hour day with a paid on-call half hour lunch, which shall not be used during the last half hour of a work day to go home early or not be used as travel time to and from an assignment.
3. School Security Officers shall not be entitled to any paid vacation leave.
4. School Security Officers hired before July 1, 1998, shall receive paid sick leave days at the rate of one and one quarter (1-1/4) per month and all of the fringe benefits as outlined in the Local 884 collective bargaining agreement, except as specifically modified in this memorandum.
5. School Security Officers hired on or after July 1, 1998 shall only be covered by Sections 2, 5, 8, 9 and 10 of Article 10, Sick Leave of the Local 884 collective bargaining agreement. Such School Security Aides shall be covered by the provisions of Article 10A – Occasional Sick Leave and Short Term Disability in its entirety and all of the fringe benefits as outlined in the Local 884 collective bargaining agreement except as specifically modified in this memorandum.
6. Summer work assignments shall be scheduled on a seniority basis and paid at the applicable hourly rate.
7. On early school dismissals, School Security Officers shall be allowed to go home with pay once it is determined that the school security needs have been fully satisfied and the students and staff have vacated the building.
8. The current hourly rate for School Security Officers shall continue until July 1, 2002 when such hourly rates shall be increased to \$12.44. It is specifically agreed by the parties that no additional wage proposals shall be made or pursued on

behalf of School Security Officers, which would result in a modification of said rate prior to July 1, 2003.

9. Pursuant to this agreement, School Security Officers shall not automatically be eligible for any of the pension provisions contained in the Local 884 collective bargaining agreement unless they are eligible under the rules of the current Local 884 collective bargaining agreement. However, the Union specifically reserves this particular issue to be pursued through the collective bargaining process for a successor agreement upon the expiration of the current Local 884 collective bargaining agreement on June 30, 2001.
10. It is agreed by the parties that the School Security Officer job description attached hereto and marked as Exhibit A shall be the job description for School Security Officer.
11. The uniform allotment shall continue pursuant to the current Security Officer Policy and is attached hereto as Exhibit B.
12. Effective July 1, 2001 School Security Officers shall be fully entitled to the medical benefits of the current Local 884 Contract.

In witness whereof, the parties have caused their names to be signed this 7<sup>th</sup> day of September, 2012.

City of New Haven

Local 884, Council 4, AFSCME, AFL-CIO

By:

\_\_\_\_\_  
Marjan Mashhadi, Esq.  
Labor Relations Director

By:

\_\_\_\_\_  
Ronald Hobson  
President  
Local 884, Council 4, AFSCME, AFL-CIO

By:

\_\_\_\_\_  
Kip Lockhart  
Staff Representative

**City of New Haven  
And  
Local 884, Council 4,  
AFSCME, AFL-CIO**

**RE: Memorandum of Understanding  
RE: Advancement Opportunities  
Local 884  
January 8, 2006**

**MEMORANDUM OF UNDERSTANDING**

The City of New Haven and Local 884, AFSCME, AFL-CIO have met regarding the above captioned matter and have agreed to the following:

- 1. The parties agree to meet to discuss possible new positions of advancement for members of the bargaining unit;
- 2. The Union shall designate two individuals for purposes of these discussions; and
- 3. The City designees shall be the Director of Labor Relations (or his/her designee) and the Director of Human Resources (or his/her designee).

In witness whereof, the parties have caused their names to be signed this \_\_\_\_ day of June 2006.

City of New Haven

Local 884, Council 4, AFSCME, AFL-CIO

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

By: \_\_\_\_\_ /s/  
Ronald Hobson  
President  
Local 884, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_ /s/  
Kip Lockhart, Staff Representative  
AFSCME, Council 4

City of New Haven  
And  
Local 884, Council 4  
AFSCME, AFL-CIO

**RE: Part-Time Parking Enforcement  
Officers & Meter Checkers  
Department of Transportation, Traffic  
And Parking  
April 1, 2010**

**MEMORANDUM OF AGREEMENT**

WHEREAS, The City of New Haven and Local 884, Council 4, AFSCME, AFL-CIO are parties to a collective bargaining agreement; and

WHEREAS, The parties have met and have discussed the utilization of part-time Parking Enforcement Officers (PEOs) and part-time Meter Checkers in the Department of Transportation, Traffic and Parking.

NOW, THEREFORE, The parties agree as follows:

1. Part-time Parking Enforcement Officers shall earn an hourly rate of \$17.67, which is equivalent to the hourly rate for Range 8, Step 3 full-time PEO's; Part-time Meter Checkers shall earn \$20.87 per hour, which is equivalent to the hourly rate for Range 14, Step 1 full-time Meter Checkers.
2. Hours of work for the PEOs shall be as follows:  
Wednesday, Thursday & Friday: two (2) four-hour days and one (1) three-hour day at the discretion of the Department Head, providing the working hours fall between 3:00 p.m. and 7:00 p.m. and  
Saturday: one (1) 8 hour shift at the discretion of the Department Head.  
  
Hours of work for the Meter Checkers shall be as follows:  
Monday through Thursday: 7:00 a.m. to 11:00 a.m. and  
Friday: 7:00 a.m. to 10:00 a.m.
3. The part time PEOs and Meter Checkers shall be paid five (5) hours at their hourly rate for the following holidays: New Year's Day, Good Friday, Independence Day, Thanksgiving and Christmas.
4. Part time PEOs and Meter Checkers shall have the option of enrolling in the City's medical benefit plan at the City's cost.
5. The parties agree to amend the definition of part-time employee so as to include employees who work less than 20 hours.





City of New Haven

And

Local 884, Council 4  
AFSCME, AFL-CIO

**RE: Parking Enforcement Officers – New  
Shift Added  
Department of Transportation, Traffic  
And Parking  
January 27, 2012**

**MEMORANDUM OF AGREEMENT**

WHEREAS, The City of New Haven and Local 884, Council 4, AFSCME, AFL-CIO are parties to a collective bargaining agreement; and

WHEREAS, The current shifts (8:00 am to 4:00 pm, and 9:00 am to 5:00 pm) of Parking Enforcement Officers (PEO) result in significant lost revenue to the City due to the timing of employee lunch schedules; and

WHEREAS, The parties have met, discussed and come to agreement on the issue of amending the current contractual provision regarding hours of work.

NOW, THEREFORE, The parties agree as follows:

1. The City may create another shift with the work hours of 11:00 am to 7:00 pm, which may be staffed by one (1) Parking Enforcement Officer.
2. No current PEO shall be required to work this newly created shift.
3. Before posting to fill the vacant position, the new shift shall first be offered to current full-time PEOs. If multiple employees desire the new shift, it shall be offered to the most senior employee.
4. The City shall post the vacancy pursuant to its normal protocol, and part time PEOs would be obligated to apply and go through the regular testing procedure to be hired in accordance with existing Civil Service rules.
5. Pursuant to Article 16 of the collective bargaining agreement, the PEO assigned to this new shift is entitled to the second shift differential.
6. Neither this agreement nor the terms of this settlement agreement shall set a precedent with respect to any other Local 884 bargaining unit member nor shall it constitute any form of a past practice on either party.



City of New Haven  
And  
Local 884, Council 4  
AFSCME, AFL-CIO

**RE: Part Time Parking Enforcement Officers -  
Revised Hours  
Department of Transportation, Traffic  
And Parking  
March 6 , 2012**

**MEMORANDUM OF AGREEMENT**

WHEREAS, The City of New Haven and Local 884, Council 4, AFSCME, AFL-CIO are parties to a collective bargaining agreement; and

WHEREAS, The City seeks to increase revenue by increasing the number of hours of parking enforcement; and

WHEREAS, The parties have met, discussed and come to agreement on the issue of revising the hours worked by the City’s part-time Parking Enforcement Officers (PEOs).

NOW, THEREFORE, The parties agree as follows:

- 1. The evening hours of operation for parking enforcement will be extended to 9:00pm during the week and on Saturdays;
- 2. Part-time PEOs may work between the hours of 4:00pm and 9:00pm during the week (Monday through Friday) and between 9:00am and 9:00pm on Saturdays;
- 3. Management may schedule part-time PEOs for nineteen hours per week within the hours of work articulated herein;
- 4. Any of the three current part-time PEOs who indicate an inability to work particular hours between 7:00pm and 9:00pm during the week and/or between 5:00pm and 9:00pm on Saturdays will be accommodated by being scheduled within their hours of availability;
- 5. Neither this agreement nor the terms of this settlement agreement shall set a precedent with respect to any other Local 884 bargaining unit member nor shall it constitute any form of a past practice on either party.

In witness whereof, the parties have caused their names to be signed on this \_\_\_\_ day of March 2012.

City of New Haven

Local 884, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_ /s/  
Scott B. Nabel  
Public Safety Human Resources  
Manager

By: \_\_\_\_\_ /s/  
Ronald Hobson  
President

City of New Haven  
And  
Local 884, Council 4  
AFSCME, AFL-CIO

**RE: Part Time Parking Enforcement Officers -  
Extended Hours  
Department of Transportation, Traffic  
And Parking  
May 1, 2012**

**MEMORANDUM OF AGREEMENT**

WHEREAS, The City of New Haven and Local 884, Council 4, AFSCME, AFL-CIO are parties to a collective bargaining agreement; and

WHEREAS, As a result of workers' compensation related injuries and absences due to vacation, personal time off, and personal injuries and illnesses, there continues to be a shortage of full time, able bodied Parking Enforcement Officer's ("PEOs") available to perform PEO duties in the Department of Traffic, Parking and Transportation during business hours; and

WHEREAS, The parties have met, discussed and come to agreement on the issue of allowing the City's part-time PEOs to work more than 19 hours per week to cover work hours left vacant by full time employees who are absent.

NOW, THEREFORE, The parties agree as follows:

1. The City may offer part-time PEOs the opportunity to work (on a voluntary basis) more than 19 hours per week;
2. The maximum number of hours part time PEOs shall be permitted to work in any one pay period shall be 40. In the event a part time PEO works more than 40 hours in a pay period, such person shall be entitled to overtime pay for all hours worked over 40 hours;
3. The purpose of this Agreement is to continue to generate revenue which would otherwise be lost due to the unavailability of full-time employees during regular business hours, and therefore it is not intended to impact the availability of overtime opportunities for full-time employees during the new extended hours of operation;
4. The additional work hours shall be offered to all part time PEOs on a rotating basis; and
5. Neither this agreement nor the terms of this settlement agreement shall set a precedent with respect to any other Local 884 bargaining unit member nor shall it constitute any form of a past practice on either party.

In witness whereof, the parties have caused their names to be signed on this \_\_\_ day of May 2012.

City of New Haven

Local 884, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_ /s/  
Marjan Mashhadi, Esq.  
Director of Labor Relations

By: \_\_\_\_\_ /s/  
Ronald Hobson  
President

City of New Haven  
And

Local 884, Council 4,  
AFSCME, AFL-CIO

**RE: Memorandum of Understanding  
RE: Public Safety  
Communications – Clarification of  
Job Duties and Work Rules**

March 9, 2012

All open PSAP issues proposed by either party in the negotiations culminating in this agreement shall be subject to further discussions and if a resolution is not reached can be submitted for resolution via midterm bargaining, i.e. interest arbitration.

### **MEMORANDUM OF UNDERSTANDING**

WHEREAS, The City of New Haven (hereinafter the “City”) and Local 884, Council 4, AFSCME, AFL-CIO (hereinafter the “Union”) are parties to a collective bargaining agreement;

WHEREAS, The 2005 consolidation of the police and fire emergency communications and dispatch employees has resulted in confusion surrounding job duties as well as such issues as bidding and the fair and equitable distribution of overtime; and

WHEREAS, The parties have reached an agreement regarding work issues and expectations regarding all 911 Operator/Dispatchers.

NOW, THEREFORE, The following shall apply:

1. All employees hired as 911 Operator/Dispatcher I shall be subject to the probationary period set forth in Article 2 of the collective bargaining agreement.
2. All Operator/Dispatchers I shall become proficient in call taking for both Police and Fire within 120 working days from their date of hire.
3. All Operator/Dispatchers hired after January 1, 2005 shall become proficient in all functions in Public Safety Communications (including Police Dispatch). Operator/Dispatchers II hired prior to 2005 shall be proficient in all functions in Public Safety Communications, with the exception of Police Dispatch.
4. After one year of successful service, provided that the employee has demonstrated proficiency in all functions in Public Safety Communications (except Police Dispatch) pursuant to this Memorandum of Understanding, an employee in the classification of 911 Operator/Dispatcher I shall receive a salary upgrade to 911 Operator/Dispatcher II.

5. All Operator/Dispatchers III shall be proficient in all functions in Public Safety Communications, including Police Dispatch.
6. Any employee who cannot successfully perform all job functions as enumerated above within the timeframes set forth herein shall be subject to termination of employment.
7. Training for 911 Call Taker will consist of up to 3 days (24 hours) classroom training and additional time partnering with senior Operator/Dispatch II. Training (for Police and/or Fire Dispatch) will consist of one week (40 hours) of classroom training, followed by a maximum of 480 hours of on-the-job training, as necessary. Summary reports will be prepared for each trainee (using the City's existing forms for probationary employees) based on their observations and input from the trainers. These reports will be completed bi-weekly and will be provided to the Director of Public Safety Communications and to the Union.
8. The Director of Public Safety Communications will determine when the employee has achieved proficiency, and will communicate in writing to the Union when an employee has successfully completed Police and/or Fire Dispatch training and may be utilized in such capacity. If the employee believes that additional training is necessary for the employee to achieve proficiency, the employee and/or Union must bring such concerns to the attention of the Director of Public Safety Communications within ten days of receipt of the above-mentioned communication. In no event shall training be provided beyond the timeframe identified in Paragraph 7 herein.
9. A 911 Operator/Dispatcher II will receive a differential equivalent to the regular rate of a 911 Operator/Dispatcher III for hours spent actually performing the work of a Police Dispatcher. Once there are no more incumbents in the job classification of 911 Operator/Dispatcher III, the parties shall meet to bargain over compensation for any premium associated with employees performing in the capacity of a Police Dispatcher.
10. The overtime rate of a 911 Operator/Dispatcher III shall apply to employees who function as a Police Dispatcher during those overtime hours.
11. All 911 Operator/Dispatchers I and II will bid as one single group.
12. The classification of 911 Operator/Dispatcher III will cease when there are no more incumbents. While there are incumbents, such employees will bid as a separate group.
13. Employees holding the classification of 911 Operator/Dispatcher III will have priority to serve as a Police Dispatcher on their regular shift.

14. If there are multiple employees in the classification of Operator/Dispatcher II who are interested in performing the duties of a 911 Operator/Dispatcher III during their regular tour of duty, selection will be based initially on seniority and then by the principle of fair and equitable distribution, the protocol of which is articulated in the attached addendum.
15. Where filling a vacancy for Operator/Dispatcher III results in an overtime opportunity (as opposed to filling the vacancy from available personnel on the shift), volunteers will be sought, with the order of preference being Operator/Dispatcher III, then Operator/Dispatcher II. Selection from among these classifications will be based on the principle of fair and equitable distribution, and then by seniority. Where the assignment cannot be filled voluntarily, the same order of priority would be used to determine the order of mandatory assignment.
16. The parties agree that an Operator/Dispatcher III who has been trained to fill in for a Lead Dispatcher may serve in that capacity if no other Lead Dispatcher is available. Compensation shall be in accordance with the provisions of Article 15 sections 8 and 11.
17. If any Operator/Dispatcher I, II, or III cancels an accepted overtime assignment within 8 hours of the start of that overtime shift, this shall result in a written warning for the first offense. If an employee again cancels an accepted overtime assignment during that calendar year, that employee shall lose his or her overtime bidding privileges for a period of 60 days from the date of cancellation. However, that employee will remain subject to working mandatory assigned overtime on the mandatory overtime rotating list.
18. The job descriptions for Operator/Dispatcher II and III shall be revised to include as a job duty the training of employees on Fire and Police Dispatch. All Operator/Dispatchers III and those Operator/Dispatchers II who have successfully completed Police Dispatch training will be eligible to perform such training when so directed. The parties agree that they will discuss during negotiations the amount of a differential, if any, for which trainers might be entitled for hours actually spent performing Police Dispatch training.
19. Shift swaps may occur only within the same pay period (Sunday to Saturday), and a supervisor must be given at least 24 hours notice of such request. In the event an employee swaps his/her shift with another employee and the second employee fails to report to work, the employee who was scheduled to work the shift shall be subject to disciplinary action as follows: first offense: written warning; second offense: loss of right to swap shifts for two years, which shall be commemorated in a disciplinary memorandum.

In witness whereof, the parties have caused their names to be signed this \_\_\_\_ day of March 2012.

City of New Haven

Local 884, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_  
/s/  
Marjan Mashhadi, Esq.  
Director of Labor Relations

By: \_\_\_\_\_  
/s/  
Ronald Hobson  
President



**Addendum to Memorandum of Understanding RE: Public Safety Communications –  
Clarification of Job Duties and Work Rules**

**March 9, 2012 PSC OVERTIME DISTRIBUTION**

It is the intent of this policy to establish a protocol whereby voluntary overtime is distributed as equitably as practicable among bargaining unit employees.

Those bargaining unit members who hold the job classification of Lead Operator Dispatcher shall have priority in working overtime for the position of Lead Operator Dispatcher. If there are no Lead Operator Dispatchers available, the overtime may be offered to Operator Dispatch IIIs who are trained to perform this function. The same process will apply to mandatory overtime (Signal 111).

Those bargaining unit members who hold the job classification of Operator Dispatch III shall have priority in working overtime for the position of Police Dispatcher. If there are no Operator Dispatcher IIIs available, the overtime may be offered to Operator Dispatcher Is and IIs who are trained to perform this function. If there are no Operator Dispatcher Is or IIs available, the overtime may be offered to Lead Operator Dispatchers. The same process will apply to mandatory overtime (Signal 111).

Overtime for remaining job functions is available for the remaining bargaining unit members, Operator Dispatcher Is and IIs, who are trained and capable of performing the function needed to be filled on an overtime basis. If there are no Operator Dispatcher Is or IIs available, the overtime may be offered to Operator Dispatcher IIIs who are trained to perform this function. If there are no Operator Dispatcher IIIs available, the overtime may be offered to Supervisors. The same process will apply to mandatory overtime (Signal 111).

All overtime will be offered to the employee who has the least amount of overtime within the month of the overtime assignment. Overtime will be offered by using the mass notification system. In the event of a tie, the overtime will be offered to the employee with the most seniority.

In instances of limited notice, i.e. a vacancy for the next shift must be filled within four hours or less, the assignment will be offered first to on duty staff and filled based on the above protocol. If there are no volunteers, the overtime opportunity will be publicized to off duty personnel using the mass notification system and offered to the first to respond. If multiple employees call for said overtime it will be offered to the employee who calls first.

**Days 0800-1600**

2 Fire dispatchers  
2 Police dispatchers

**Evenings 1600-0000**

2 Fire dispatchers  
2 Police dispatchers

**Midnights 0000-0800**

2 Fire dispatchers  
2 Police dispatchers

4 Police call takers  
2 911 call takers

4 Police call takers  
2 911 call takers

3 Police call takers  
1 911 call takers

### **MANDATORY OVERTIME (Signal 111)**

In the event there are no employees who volunteer for overtime then the supervisor shall have the right to assign the overtime to a qualified employee who must work the (S111) overtime. The assignment will be rotated on a seniority basis, with the qualified employee with the least seniority being assigned the overtime first. The center will seek to maintain staffing as follows:

Supervision reserves the right to move employees as call volume and workload dictates: for example, a 911 call taker may be repositioned to a police call taker position in the event of high non-911 call volume or vice versa. Mandatory overtime (Signal 111) is considered a direct order made by a supervisor. 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.

**Schedule F - Pension Provisions**

**ARTICLE I - General Information**

**Section 1 - General Definitions**

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

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 of said City, except an employee receiving benefits from or eligible for participation in any of the other pension or retirement funds of the City;

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

Member of said Fund means an eligible employee 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 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 employees 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 (Workmen's) 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 Credit 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 Firemens 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 therefor, 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 therefor.

(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 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 884 of the American Federation Of State, County And Municipal Employees**

Section 1 - Definitions

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

Local 884 of the American Federation of State, County and Municipal Employees or Local 884 member(s) means all of the eligible employees, of the City of New Haven, for whom Local 884 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 884 or its successor in the future, shall also accrue the terms and benefits of this Article.

Section 2 - Determination Of Contributions Or Participating Members

The rate of contributions shall be eight percent (8%) of pay effective upon ratification; 9% of pay effective July 1, 2013, said percentage to be deducted from each eligible participating member's pay and transmitted to said Board. 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.

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 division. 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 benefit 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.

(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 is at least sixty-two (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.

(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 members 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 the purpose 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 received 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. In the event an employee is separated from service pursuant to the City's Worker's Compensation Return to Work II program, that employee shall be considered disabled as a result of his/her employment with the City of New Haven. As such, the employee shall be automatically eligible for a disability annuity, provided the employee meets all other requirements.

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 (or by reason of disability), 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 seventy percent (70%) 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 seventy percent (70%) 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 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 seventy percent (70%) 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 seventy percent (70%) 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. 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 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 reason 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 (2%) percent, 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:

**MONTHLY BENEFIT**

Average Annual Pay	Widow or Widower Only	Widow or Widower +1 Child	Widow or Widower +2 or more children	One Child	Two Children	Three or More Children
\$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	500	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	225	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 annual 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 sixteen thousand and eight hundred dollars (\$16,800.00) 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 payments 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 examinations 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 Periods 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

(A) 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 an 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 twenty percent (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.

(B) 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 benefit



