

**WEST HAVEN CITY EMPLOYEES LOCAL 681,  
COUNCIL 4, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

-and-

**THE CITY OF WEST HAVEN**

**Expires June 30, 2023**

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# AGREEMENT

CITY OF WEST HAVEN

-and-

WEST HAVEN CITY EMPLOYEES  
LOCAL 681, COUNCIL 4, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

## INTRODUCTION

The contract contained herein was mutually agreed upon to affect a harmonious relationship between the Union and Management resulting in practical approaches to efficient City government.

## ARTICLE I RECOGNITION

1.1 The City recognizes that the Union is the sole and exclusive bargaining agent for all members in the bargaining unit and all permanent employees of any department represented by the bargaining unit, excluding Supervisors, temporary or seasonal help or elected officials for the purpose of negotiating rates of pay, hours of employment and all other conditions of employment. Not included in this recognition is the Mayor's Office.

1.2 Representation by the Union shall not extend to employees who are elected, or employees who have the authority to hire, fire, or effectively recommend same, or are considered supervisory employees, as well as engineers or professional employees except as provided by law.

## ARTICLE II MANAGEMENT RIGHTS

2.1 Except where such rights, powers and authority are specifically relinquished, abridged or otherwise limited by the provisions of this Agreement, the City has and will continue to retain, whether exercised or not, the sole and unquestioned responsibility and prerogative to manage the affairs of the City and direct the work force, including but not limited to the following:

- (a) To determine the care, maintenance and operation of City equipment and property.

- (b) To establish or continue policies, practices and procedures for the conduct of City business and, from time to time, to change or abolish such policies, practices or procedures.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number of employees required to perform the City's operations.
- (e) To lay off, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons.
- (f) To prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them.
- (g) To create job descriptions and revise existing job descriptions as deemed necessary.
- (h) To establish contracts or subcontracts for the City's operations. The City shall have the right to subcontract any aspect of the City's operations. All work customarily performed by the bargaining unit shall continue to be so performed unless, in the sole judgment of the City, it can be done more economically, effectively or more expeditiously otherwise.
- (i) To transfer or reassign employees wherever the City's needs require, provided that the City shall give employees to be transferred or reassigned at least one (1) weeks notice, except in the case of an emergency. Such transfers or reassignments shall be made in a manner so that the employee(s) transferred or reassigned will not experience a reduction in their current regular hours and base wage.
- (j) To decide the staffing levels in all City operations, including but not limited to the number of employees assigned to City vehicles or work projects.
- (k) Take any action necessary in emergency situations regardless of prior commitments in order to carry out the responsibility of the City to the citizens of West Haven.

**ARTICLE III  
NON-DISCRIMINATION**

3.1 The provisions of this Agreement will apply to all employees in the Union without discrimination because of sex, sexual preference, marital status, race, creed, color, national origin, religious affiliation, political affiliation or disability except in the case of a bona fide occupational qualification. A grievance alleging a violation of this Article which can be filed with the CHRO and/or the EEOC may be filed up to but not including arbitration.

**ARTICLE IV  
DUES CHECK OFF**

4.1 The City agrees to deduct from the paycheck of each employee, provided a signed and authorized payroll deduction card has been submitted, spelling out the sum certified by the Secretary or other authorized official of the Union, Union dues. Deductions will be made from the payroll periodically as specified and total dues shall be electronically transferred to AFSCME Council 4. Deductions shall be made weekly, except where the employee is not on the payroll for that week. The City shall not be held liable for an employee's membership dues deduction if he/she is not on the payroll during the specified deduction week.

4.2 The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability, including attorney's fees that shall, or may, arise out of, or by reason of, action taken by the City for the purpose of complying with the provisions of this Article.

**ARTICLE V  
SENIORITY**

5.1 Seniority shall accrue through a length of continuous service and shall be established from the most recent date of hire.

5.2 A laid-off employee shall be recalled either by telephone or certified mail at the last known address on the City records. The affected employee must notify the proper authority of his/her acceptance or rejection of recall within seventy-two (72) hours after receiving the recall. If the employee being recalled is employed elsewhere and still desires to be recalled he/she shall be allowed to give his/her existing employer proper notice not to exceed two (2) weeks. The employee retains the right to reject recall if it does not fall within his/her classification or shift from which he/she was removed. Recall rights will cease at the expiration of twenty-four (24) months from the date of layoff.

5.3 There shall be in the event of layoffs, phasing out of jobs, abolishment of jobs, bargaining unit wide bumping privileges. All bumps must be to a lateral or lower classification.

5.4 When an employer is contemplating a reduction in work force through layoff, the employee affected shall receive two (2) weeks advance notice of such layoff or appropriate wage in lieu of.

5.5 An employee's seniority shall be broken for the following reasons:

- (a) Whenever the employee severs his/her employment.
- (b) Whenever the employee is discharged or released and the discharge or release is not reversed through the grievance procedure.
- (c) When an employee on layoff does not report back to work after recall within ten (10) working days, after his/her acceptance of recall.
- (d) Whenever an employee is absent without prior permission for more than three (3) consecutive working days, or fails to notify the City within that period of time, unless a reason is provided that is acceptable to the Mayor or his/her designee. The decision of the Mayor or his/her designee will not be made in an arbitrary and capricious manner.
- (e) Whenever an employee fails to report to work within three (3) working days after the expiration date of leave of absence and/or whenever an employee on leave of absence because of non-occupational injury or illness (medical roll), fails to present valid proof when requested by the City. The City will send to the Union a copy of a letter which informs the employee of the date on which his/her seniority is broken.
- (f) Whenever an employee has been retired in conformity with the retirement plan.
- (g) Whenever an employee on leave of absence of non-occupational injury or illness (medical roll), leave of absence because of pregnancy (maternity leave), or personal leave of absence is found to be working elsewhere without permission of the City.

5.6 Effective July 1, 1986 any employee who leaves Local 681 for a position outside the bargaining unit and later returns shall lose all seniority rights for bidding and bumping purposes. This Section also refers to City employees who enter Local 681 for the first time.

## **ARTICLE VI PROBATIONARY EMPLOYEE**

6.1 A new or rehired employee shall be on probation for sixty (60) days from the date of hire or rehire. Any absence of five (5) consecutive working days or more shall not be counted toward completion of the probationary period.

6.2 A probationary employee may be dismissed at the discretion of the city at any time during his/her probationary period.

6.3 Upon completion of his/her probationary period, a probationary employee shall become a permanent employee, and his/her City seniority shall be his/her most recent date of hire or rehire.

6.4 A new or rehired employee, excluding any employee on recall from layoff, shall not be eligible to bid on another position until such employee has twelve (12) months of service with the City.

## **ARTICLE VII BENEFITS**

7.1 The City shall provide subject to premium cost sharing with the employee, the health benefit plans (Plan Summary attached as Appendix E) described below for eligible employees and, unless otherwise provided, for their eligible dependents (which shall include an eligible employee's spouse and unmarried dependents up to age 25 or 26 if mandated by governing legislation.).

Effective on July 1, 2020, the employee's premium cost sharing for the Connecticut Partnership Plan 2.0 shall be 12%.

Effective on July 1, 2021, the employee's premium cost sharing for the Connecticut Partnership Plan 2.0 shall be 13%.

Effective on July 1, 2022, the employee's premium cost sharing for the Connecticut Partnership Plan 2.0 shall be 14%.

\* If the City becomes self-insured in the future, the cost sharing percentage will be based upon allocation rates.

All employee premium cost sharing following the implementation of this Agreement shall be under a Section 125 Premium Only Plan.

Effective January 1, 2020, the City shall provide eligible employees with the Connecticut Partnership Health Care Plan 2.0 (the "Plan"). If an employee (or spouse or dependent(s)) does not comply with the wellness provisions/requirements of the plan, known as the Health Enhancement Program ("HEP"), the employee will be responsible for penalties issued for noncompliance issued in accordance with the Plan.

Dental benefits, comparable to the former Blue Cross Full-Service Dental Plan with Riders A, B, C and D.

Vision care benefits for the employee only, comparable to those of the former Blue Cross Vision Care Rider.

7.2 A sixty thousand dollar (\$60,000) life insurance policy will cover all bargaining unit employees with the cost of the premiums assumed by the City. Any disqualifications from the insurance plan must be negotiated with the bargaining agent.

7.3 The longevity clause granted to all employees covered by the working agreement (who were employed prior to July 1, 2004) is as follows:

- (a) After the fifth year of employment has been reached and up through the ninth year of employment, each employee covered by this agreement will be granted seven hundred and ten (\$710) dollars per year.
- (b) After the tenth year of employment has been reached and up through the fourteenth year, each employee covered by this agreement will be granted a longevity payment of seven hundred and sixty (\$760) dollars per year.
- (c) After the fifteenth year of employment has been reached and through the nineteenth year, each employee covered by this agreement shall be granted a longevity payment of eight hundred and ten (\$810) dollars per year.
- (d) After twenty years of employment has been reached and through the twenty-fourth year, each employee covered by this agreement shall be granted a longevity payment of eight hundred and sixty (\$860) dollars per year.
- (e) After twenty-five years of employment has been reached and through the twenty-ninth year, each employee covered by this agreement shall be granted a longevity payment of nine hundred and ten (\$910) dollars per year.
- (f) After thirty years of service and all employment thereafter, each employee covered by this agreement shall be granted a longevity payment of nine hundred and sixty (\$960) dollars per year.

Effective July 1, 2006, the longevity clause granted to all employees covered by the working agreement (who were employed prior to July 1, 2004) shall be as follows:

- (a) After the fifth year of employment has been reached and up through the ninth year of employment, each employee covered by this agreement will be granted seven hundred and sixty (\$760) dollars per year.
- (b) After the tenth year of employment has been reached and up through the fourteenth year, each employee covered by this agreement will be granted a longevity payment of eight hundred and ten (\$810) dollars per year.

- (c) After the fifteenth year of employment has been reached and through the nineteenth year, each employee covered by this agreement shall be granted a longevity payment of eight hundred and sixty (\$860) dollars per year.
- (d) After twenty years of employment has been reached and through the twenty-fourth year, each employee covered by this agreement shall be granted a longevity payment of nine hundred and ten (\$910) dollars per year.
- (e) After twenty-five years of employment has been reached and through the twenty-ninth year, each employee covered by this agreement shall be granted a longevity payment of nine hundred and sixty (\$960) dollars per year.
- (f) After thirty years of service and all employment thereafter, each employee covered by this agreement shall be granted a longevity payment of one thousand and ten (\$1010) dollars per year.

All payments for the above longevity agreement clause shall be paid by separate check on the first payroll day during the month of December on all years during which the clause in this agreement remains in effect. In order to be eligible for the longevity payment in any year, an employee's anniversary date must be prior to December 31, of that year.

Only employees who were hired prior to July 1, 2004, shall receive longevity bonuses on an annual basis. Employees hired on or after July 1, 2004 shall not be eligible for longevity.

7.4 The City may change insurance carriers or self-insure for any of the insurance plans listed above or below provided that the replacement coverage and benefits are substantially equal to the current coverage and benefits. The City shall provide sixty (60) days advance notice to the Union and shall consult with the Union prior to implementing any change. While the City retains the right to change carriers in accordance with this section, such consultation may also include, if agreeable to both parties, discussions with any Labor Management Cost Containment Committee in which both parties are participating and are represented.

7.5 The City shall have the right to adopt health care cost containment measures and cost management techniques, including but not limited to:

- (a) mandatory second surgical opinions;
- (b) prior authorization for non-emergency or elective hospitalization, surgical procedure or extended hospital stay;
- (c) notification requirements for emergency treatment;
- (d) pre- and post-admission or treatment utilization review;

- (e) limitations on diagnostic testing;
- (f) limitations on mental and drug treatment;
- (g) reasonable penalties for non-compliance with any cost containment measures adopted.

The Union shall be given the opportunity to review and comment on any cost containment measures at least sixty (60) days prior to implementation. Such ability to review and comment on any cost containment measures may be provided, if both parties agree, to any labor-management health care cost containment committee in which both parties are participating and are represented.

7.6 The City shall provide a payment for employees that waive such coverage, in the amount of \$4,000. Excluding bargaining unit employees who, as of January 1, 2011 receive a payment in lieu of health benefits, employees are not eligible to receive a payment in lieu of health benefits if they receive coverage as a spouse, partner, child, dependent or otherwise under any City or Board of Education health insurance plan.

7.7 Employees in the bargaining unit participating in a Flexible Spending Account ("FSA") provided by the City shall not be responsible for administrative costs associated with the FSA.

## **ARTICLE VIII HOURS OF WORK**

8.1 Regular hours of employment for non-office employees and clerical employees assigned to the Police Department normally shall be forty hours (40) per week to the best of the City's ability divided equally over a five (5) consecutive working day period consisting of eight (8) hours per day, normally Monday through Friday.

Jobs of a seven-day nature shall be programmed for five (5) consecutive days.

8.2 The working hours for office employees and allied services shall be normally thirty-five hours (35) per week equally distributed over five (5) working days with the normal workday commencing at 9:00 a.m. and ending at 5:00 p.m. Flex-time shall be allowed by mutual agreement, in writing, between the Union and the Mayor or his/her designee; however, the flex-time can be revoked by either the Union or the Mayor or his/her designee at any time provided there is prior notice of thirty (30) calendar days.

8.3 Starting and quitting times will be established by the department head, provided that employees shall receive, except in the case of an emergency, at least thirty (30) days notice of any change in their starting and quitting times.

8.4 The City, at its discretion, may establish summer hours and days of work for Park Maintenance, Public Works and Garage employees during the months of April through October. The City shall notify the Union and the affected employees of the summer schedule and the positions for which summer hours will apply not later than March 1. Within each affected job classification the employees shall have the opportunity to state their preferences as to the schedule they will work. Within each job classification, preference shall be given based on seniority, provided that the senior employee(s) have the qualifications to perform the work.

8.5 In the event that the City seeks to designate an operation as a "seven-day operation" the City shall negotiate with the Union over the work schedules for such operations.

Within each department/job classification for which a seven-day schedule is newly established, the employees shall have the opportunity to state their preferences as to the schedule they will work. Within each department/job classification preference shall be given based on seniority, provided that the senior employee(s) have the qualifications to perform the work.

8.6 In the event of an early closing when a skeleton crew must remain in an office, the supervisor shall first seek volunteers to staff the skeleton crew. If there are no volunteers and a skeleton crew is assigned, the supervisor shall assign the least senior employee(s) to staff the skeleton crew.

8.7 The work schedule for maintenance employees in the Police Department shall be Monday through Friday or Tuesday through Saturday (second shift only). Maintenance employees shall have the opportunity to state their preference as to the schedule they will work; however, preference shall be given based on seniority. The department head will determine the number of positions which will be assigned to each work schedule and shift.

8.8 The hours of work for the Administrative Assistant to the City Council Office will be twenty-five (25) hours per week. The employee holding the position as of July 1, 2010 shall also work an additional ten (10) hours per week in the Public Works Department.

## **ARTICLE IX OVERTIME**

9.1 All overtime records in each employee classification shall be maintained by a member of Local 681 to assure distribution of overtime to be issued as equally as possible.

The following procedure shall apply to distribution of overtime within a department.

- (a) If overtime is required within a department/classification, employees qualified to perform the overtime work within that department/classification will

be offered the overtime first. If there are not sufficient employees in the department/classification, the work will be offered to members outside the department/classification ~~at~~ who are qualified and who are on the overtime sign-up list. Qualified employees shall be called in rotation, starting with the most senior employee on the list. After the initial rotation through the list, then the qualified employee with the least overtime hours shall be called. If an employee is offered overtime and refuses, he/she shall be charged with the hours refused. If the staffing level in a department increases by 15 percent over the staffing level in effect on July 1, 2018, overtime will again be offered by classification.

(b) For the purposes of this Article, departments shall be recognized as follows:

- Highway and Parks
- Building and Maintenance
- Police Department
- Each individual City Hall Department

This departmental overtime list shall be established as follows: Once a year, bargaining unit employees who wish to volunteer for overtime within the department, in classifications other than their own, shall be given the opportunity to sign up for such overtime for the following fiscal year. An employee who signs up shall remain on the list for the year, except that the employee may remove his/her name from the list. An employee who removes his/her name from the list must remain off the list for a minimum of three (3) months. An employee whose circumstances have changed since the sign-up period may be added to the list upon approval of the Director of Personnel and Labor Relations; however, those who sign up late shall go to the bottom of the list. If an employee on the list refuses overtime on three (3) consecutive occasions, the employee will be removed from the list.

9.2 It must be understood that overtime be employed only on the strictest of emergency conditions and must be totally authorized by the Department Head.

Overtime will be based on time and one half of the employee's personal rate and paid when employees are required to work in excess of forty (40) hours per week. vacation days and personal days shall be considered hours worked for purposes of calculating overtime. Sick days shall not be considered hours worked for the purpose of calculating overtime.

9.4 When practical, other than emergencies, overtime assignments shall be made known at least four (4) hours in advance by the employee's Supervisor. Employees who are held over to complete a project commenced during their regular shift, contiguous with their regular shift, are not subject to the departmental overtime list.

9.5 Employees refusing overtime assignments shall be charged with hours worked on an overtime basis in computing the overtime records.

## **ARTICLE X CALL-IN**

10.1 An employee called back to work after completing his/her normal day of work shall be granted a minimum of three (3) hours of work at the wage rates specified in this contract.

10.2 An employee summoned for emergency work who refuses to come in, shall be charged with the hours worked.

10.3 Repetitive refusal to report for general emergency assignments or general emergency overtime assignments without legitimate cause shall be subject to disciplinary action up to and including discharge.

10.4 Employees who are required by Management to be on stand-by call shall receive in addition to normal wages, twenty dollars (\$20.00) per night on weekdays and thirty dollars (\$30.00) per night on weekends and holidays.

10.5 Holders of commercial driver's licenses (CDLs) who drive for the City and are participants in the City's drug and alcohol testing program shall receive twenty-five (\$25.00) per weekday and thirty-five dollars (\$35.00) per weekend day for being on emergency standby when needed.

10.6 The following shall apply to distribution of overtime to bargaining unit employees outside of a department requiring overtime.

- (a) Once a year, bargaining unit employees who wish to volunteer for overtime, in a department(s) other than their own, shall be given the opportunity to sign up for such overtime for the following fiscal year. An employee who signs up shall remain on the list for the year, except that the employee may remove his/her name from the list. An employee who removes his/her name from the list must remain off the list for a minimum of three (3) months. An employee whose circumstances have changed since the sign-up period may be added to the list upon approval of the Director of Personnel and Labor Relations; however, those who sign up late shall go to the bottom of the list. If an employee on the list refuses overtime on three (3) consecutive occasions, the employee will be removed from the list.

When a department needs to go outside the department for overtime, it shall use this list. An employee must be qualified to perform the overtime work available in order to be eligible for an overtime call from this list. Qualified employees shall be called in rotation, beginning with the most senior employee on the list. After the initial rotation through the list, then the employee with the least overtime hours

on the list shall be called. After the initial rotation through the list, the qualified employee with the least overtime hours shall be called. If an employee is offered overtime and refuses, he/she shall be charged with the hours refused.

- (b) There shall be a separate list established for employees who are qualified to perform dispatching duties in the Police Department. To be placed on the dispatching overtime list, an employee must become trained on his/her own time. Employees who perform dispatching duties must also pass a background check.

10.7 When four or more trucks are being used on the road in overtime on emergency call-ins only, a dispatcher will also be called in for the duration that the trucks are being used.

10.8 An employee who is scheduled to work contiguous to his/her regularly scheduled workday will be compensated for actual time worked.

## **ARTICLE XI SHIFT PREMIUMS**

11.1 There shall be a shift differential of fifty-five cents (55¢) per hour for employees working the second shift normally 4:00 p.m. to 12:00 midnight. There shall be a shift differential of sixty cents (60¢) per hour for employees working the third shift, normally 12:00 midnight to 8:00 a.m.

## **ARTICLE XII PENSION PLAN**

12.1 Each bargaining unit employee shall be offered the opportunity of belonging to the City of West Haven 401K Pension Plan. Said plan shall not be changed or modified without the concurrence of the membership of Local #681. The Union shall have two (2) members on the Pension Committee, with only one member having the right to vote. There shall be bi-annual meetings.

12.2 Employer contributions shall be a minimum of five percent (5%); however, the Employer will match the employee's contribution up to eight percent (8%). Employee contribution shall be a minimum of two percent (2%) to a maximum of twenty-five percent (25%). (See below)

<b>Employee Contributions (2% - 25%)</b>	<b>City Contribution</b>
2 – 5%	5%
6%	6%
7%	7%
8% - 25%*	8%

To the extent permitted by law.

12.3 Employee contributions will be electronically transferred to the plan administrator weekly (every Friday of every week). The City’s contribution to the plan administrator shall be weekly.

**ARTICLE XIII  
WAGES**

13.1 There will be a wage freeze for fiscal years 2017-2018, 2018-2019, 2019-2020, 2020-2021.

Effective July 1, 2021, a one (1) percent (1.0%) increase will be granted to all bargaining unit employees.

Effective July 1, 2022, a two (2) percent (2.0%) increase will be granted to all bargaining unit employees.

13.2 All starting wage rates will be executed in accordance with the classification of the wages attached to this contract.

13.3 All employees shall progress one step on the anniversary date of their employment by the City. Normal progression through the wage steps will take place in a like manner until such time as the maximum step has been reached.

13.4 All pay changes by reason of an increase in pay steps shall become effective the week following the anniversary date.

13.5 If an employee works in a higher classification, he/she will be paid for all hours worked in said classification at the same step of the classification he/she is presently in.

**ARTICLE XIV  
JOB CLASSIFICATIONS**

14.1 Job classifications and corresponding rates of pay are part of this contract. Any revisions suggested by management that will affect the job classifications or the pay rate for the same shall be made known to the Union, specifying the reason for the change.

**ARTICLE XV  
HOLIDAY PAY**

15.1 Employees shall be paid for the following holidays, provided the employee is in compliance with the remaining sections of this article. The regular holiday pay rate will be the number of his/her normal daily hours worked times their personal rate.

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

15.2 An employee laid off shall receive payment only for the holiday that occurs following such date of layoff within the first week provided he/she has worked his/her last scheduled work day during the work week in which the holiday is observed unless failure to do so is for a justifiable cause.

15.3 An employee on leave of absence shall in no event be entitled to a paid holiday that falls within such a period of absence.

15.4 Except as herein provided to be entitled to holiday pay an employee shall work his/her scheduled regular work day prior to and his/her schedule regular work day following each such holiday, unless failure to do so is for a justifiable cause. Justifiable cause, as expressed herein, shall be for absence not within the employee's control such as circumstances arising out of a death in the immediate family, personal illness, serious illness in the immediate family, mandatory court appearances, floods, storms, fire or absence caused by the City. It shall be incumbent upon an absent employee under such circumstances to show reason of proof thereof is so requested by the City.

15.5 If a holiday falls on Sunday the following Monday shall be considered the holiday. If the holiday falls on Saturday, the holiday shall be observed on the preceding Friday.

15.6 If any emergency or regular work scheduled makes it necessary for an employee to work on a holiday, he/she shall be entitled to two and one half (2 ½) times the day's pay on top of his/her regular day's pay.

15.7 An extra holiday will be granted as an additional day of vacation to be taken either the day before or the day after the regular vacation whichever is agreed to by the Department Head.

15.8 If an employee is required to work on Sunday due to an emergency condition, he/she shall be entitled to a rate of double time.

## **ARTICLE XVI VACATIONS**

16.1 An employee who completed six (6) months of service but less than one (1) year shall be entitled to a vacation, with pay, of one (1) week. Eligible employees shall be entitled to a vacation upon completion of service specified, but at the discretion of their immediate supervisor, based on seniority. In the event however, that an employee received one (1) week of vacation after his/her first six (6) months of service, he/she shall be entitled to only one (1) additional week of vacation on his/her first anniversary date.

16.2 Employees who have completed one (1) year of service shall be entitled to paid vacation of two (2) weeks annually.

16.3 Each employee upon completion of five (5) years of continuous service shall be eligible for three (3) weeks paid vacation.

16.4 Each employee upon completion of ten (10) years of continuous service shall be eligible for four (4) weeks paid vacation.

16.5 Effective July 1, 2000 employees who have completed fifteen (15) years of continuous service shall receive five (5) weeks paid vacation annually.

16.6 Employees shall not be called back to work while on vacation except for emergency conditions. If called back, the employee shall receive his/her regular vacation pay plus time and one-half for the hours worked.

16.7 There will be no City mass shutdown for a vacation period.

16.8 Vacation pay earned by the articles of this contract shall be paid in the event the employee's services are terminated.

16.9 Vacation must be taken during the year following the year in which they are earned.

16.10 An employee who does not use his/her annual vacation entitlement by his/her anniversary date may elect to receive one hundred (100%) percent payment for up to ten (10) unused vacation days. An employee wishing to buy back vacation time must submit an application prior to his/her anniversary date to the Director of Personnel and Labor Relations.

## **ARTICLE XVII SICK PAY**

17.1 Earned sick leave with pay shall be accumulated at the rate of one day per month.

Sick leave may be accumulated up to a maximum of one hundred twenty (120) days. Current employees having, as of July 1, 1993, sick leave accumulation in excess of ninety (90) days will also have a maximum accumulation of ninety (90) days; however, any employee having accumulated sick leave above the ninety (90) days as of such date shall have such excess sick leave, up to a maximum of sixty (60) days, placed, on a one-time basis, in a "sick leave reserve" in his/her name. The employee shall have access to any days in his/her sick leave reserve in the event that he/she has exhausted his/her accumulated sick time.

17.2 The City shall establish, provide and pay for a group long-term disability income program for employees from a company of the City's choosing, which policy shall commence benefits after ninety (90) days of illness or disability. The employee's request for a medical leave must be approved by the Director of Personnel. Such medical leave will run concurrently with the employee's FMLA leave. It shall contain the following provisions:

- Replacement wage of 66 2/3% of wages based on wage rate at onset of sickness or injury with a Social Security Disability offset.

- Benefit shall continue through age 65 if employee continues to meet the plan's eligibility criteria.

- New hires shall be eligible after fulfilling the waiting period required for enrollment in the City's medical program.

While an employee is receiving benefits under the long-term disability income program, the following shall apply:

- a. Medical and dental benefits shall continue on the same basis as in effect prior to the start of the leave, for a maximum of eighteen (18) months. The employee shall pay any contributions toward such benefits as required by this Agreement.

- b. The employee will not be eligible for holiday pay, vacation accrual, sick leave accrual or use of sick leave.

c. An employee who earned a longevity payment on his/her anniversary date but is on leave when the December longevity payments are issued shall receive the previously earned longevity payment upon return.

17.3 A medical certificate, acceptable to the department supervisor, shall be required for an employee on sick leave for five (5) or more consecutive workdays. Prior to returning to work, the employee shall also be required to submit a doctor's certificate, in a mutually acceptable format, verifying the employee's ability to return to work. Any employee on an extended sick leave will be required to submit periodic medical updates regarding his/her medical status. The employee will provide one week's advance notice prior to returning from short or long-term disability leave and present a physician's note releasing the employee to return.

As provided by the 1993 Federal Family & Medical Leave Act (FMLA) and pursuant to the City's FMLA policy, all eligible employees shall be entitled to take up to twelve (12) weeks of unpaid, job-protected leave during any twelve (12) month period for specified family and medical reasons.

17.4 Supervisors have the right to and are encouraged to investigate employee absence to avoid abuse of the sick leave provision and to further prove authenticity of valid sick leave taken. An employee suspected of sick leave abuse may be required to bring in a doctor's note supporting his/her absence from work.

17.5 An employee that punches out sick at any time during his/her regular workday shall be charged for sick time for the balance of the day. The hours worked shall be paid from regular wages and shall not be charged against his/her sick leave.

17.6 Any employee covered by this Agreement who has a term of employment of seven (7) or more years with the City and leaves the employment of the City of West Haven as a result of layoff shall be reimbursed for one hundred percent (100%) of his/her unused sick leave, following the expiration of the recall period of twenty-four (24) months. In the event that the employee is recalled and is re-employed by the City or rejects a recall if it falls within his/her classification or shift from which he/she was removed, he/she will not be eligible for any reimbursement of his/her unused sick leave.

17.7 In order to be eligible for sick pay, an employee must call reporting his/her sickness prior to the start of his/her shift, except in the case of a medical emergency.

17.8 Sick leave can be used to care for a sick spouse or child, for a maximum of thirty (30) workdays in a contract year.

17.9 Any employee shall have the right to transfer a maximum of forty-five (45) days from his/her accumulated sick leave or vacation time to another employee, if the recipient employee is out due to a prolonged sickness or injury and has exhausted his/her accumulated sick leave and vacation time. "Prolonged sickness or injury" shall include cases of intermittent absence due to serious illness (e.g., cancer, AIDS, heart disease, pregnancy) provided the absence is

authorized in writing by the attending physician. This article does not apply to employees who are terminating their employment with the City.

### **ARTICLE XVIII SPECIAL LEAVE AND DEATH**

18.1 A five (5) day special leave with pay shall be granted for death in the immediate family (Father, Stepfather, Mother, Stepmother, Spouse, Children, Stepchildren, Brother and Sister). A three (3) day special leave with pay (day of the wake, day of the funeral and the day after the funeral) shall be granted for deaths of the following relatives: mother-in-law, father-in-law, brother-in-law, sister-in-law, Grandparents, Grandchildren, the employee's Aunts, Uncles, Nieces and Nephews, Grandparents-in-law and Aunts/Uncles-in-law.

18.2 In the event of the death of a permanent employee, his/her dependent survivors or estate shall receive his/her normal weekly wage for one month following his/her last earned pay for four (4) consecutive weeks. If the employee has an accumulated sick leave totaling more than four (4) weeks pay the survivor or estate shall receive the balance of his/her accumulated sick leave and sick leave reserve in a lump sum. His/her survivors shall, in addition to the above, receive a lump sum payment for any earned vacation accumulated.

### **ARTICLE XIX RETIREMENT**

19.1 Retired employees shall be compensated for vacation pay earned. The City however, retains the right to keep the employee on the payroll until said vacation time has been expended.

19.2 Employees who retire, with a minimum of twenty (20) years of service shall receive one hundred (100%) percent of all accumulated sick leave, not including any days in his/her sick leave reserve, up to a maximum sick leave payment of ninety (90) days. In addition to this amount, such employees, retiring with a minimum of twenty (20) years of service, shall receive fifty (50%) percent of any days remaining in his/her sick leave reserve created in accordance with Section 17.1 of this contract. All new hires after July 1, 2010 shall be paid 50% of accumulated sick time upon retirement only. Employees hired after ratification and approval of this Agreement that expires on June 30, 2023, shall not receive payment for accumulated sick leave.

19.3 An employee retiring on or after the signing of the 2004 contract shall have the option of retiring:

- (a) after twenty (20) years of continuous service with the City at any age; or
- (b) after fifteen (15) years of continuous service with the City at age 55 or later; or

(c) at age 65 with at least five (5) years of continuous service with the City.

19.4 For any employee retiring under Section 19.3, the City shall provide and pay for the cost of medical benefits for the retired employee and his/her eligible dependents up to the time the retiree is eligible for Medicare benefits, subject to the retiree's premium contribution for single and/or spousal/dependent coverage. If the retired employee's spouse is under the eligible age for Medicare benefits when the retiree becomes eligible for Medicare benefits, the City will continue to provide medical benefits for the spouse until he/she is Medicare benefits eligible (but in no event for more than ten years after the retiree turns Medicare eligible) provided the retiree was married to that spouse at the time of retirement. In the event of death of the retired employee prior to Medicare eligible age, the City will continue to provide medical benefits for the retired employee's spouse until he/she reaches the eligible age for Medicare benefits and for the retired employee's dependents so long as they remain eligible. Employees hired after ratification and approval of this Agreement that expires on June 30, 2023, will not be eligible to receive retiree medical benefits.

19.5 A twenty-five thousand dollar (\$25,000) life insurance policy will be granted to those retiring after July 1, 2000.

19.6 For employees who retire under Section 19.3 on or after signing of the 2004 contract, the City will pay for the Medicare B, after the retiree attains the age eligible for Medicare benefits, provided the retiree is eligible for Medicare. Medicare Part B effective January 1, 2012 shall be reimbursed for the retired employee at the standard Medicare premium rate without any income related adjustments. This section shall not apply to employees hired after ratification and approval of this Agreement that expires on June 30, 2023.

19.7 An employee who retires under Section 19.3 shall receive the Blue Cross/Blue Shield 65 supplement policy (Plan F) or equivalent for the retiree and his/her spouse providing the retiree was married to that spouse at the time of retirement. Medicare shall be the primary coverage for the retiree when the retiree becomes eligible for Medicare benefits. Employees who retire on or after January 1, 2012, shall pay the same percentage of the premium contribution toward the Medicare Supplement policy as active employees contribute for their medical plan, as same may be modified in the future for active employees through collective bargaining, but not to exceed \$1,000 per year for the retiree's coverage only or \$2,000 per year for the retiree plus spouse if both are covered. This section shall not apply to employees hired after ratification and approval of this Agreement that expires on June 30, 2023.

19.8 Any employee who retires under Section 19.3 shall receive the same medical plan as active employees as same may be modified in the future for active employees through collective bargaining, until the employee becomes eligible for Medicare benefits. Any employee who retires on or after January 1, 2012, shall upon retirement pay the same percentage of premium contribution toward health and prescription insurance which is required of active employees as same may be modified in the future for active employees through

collective bargaining, except employees who retire under Section 19.3 who are age 60 or above shall, until the employee becomes eligible for Medicare benefits, pay the same percentage of premium contribution which was in effect on the employee's date of retirement. Retirees may receive spousal or eligible dependent coverage provided the employee was married to the spouse at time of retirement. If the City becomes self-insured in the future the percentage contribution toward health and prescription insurance, referenced above, will be based upon allocation rates. This section shall not apply to employees hired after ratification and approval of this Agreement that expires on June 30, 2023.

## **ARTICLE XX LEAVE OF ABSENCE**

20.1 A personal leave of absence of up to one (1) year duration may be granted by the Department Head if in the judgment of the Department Head the leave is meaningful and of legitimate purpose.

20.2 Personal leave of absence granted shall not be counted as accumulative service for seniority purposes.

20.3 The employee, upon return from Leave of Absence, shall regain the same status he/she maintained at the effective date of said leave of absence providing seniority rights remain the same.

20.4 All personal leave of absence when granted is done so without pay or benefits.

20.5 The maximum duration of any leave of absence, including but not limited to a personal leave of absence, sick leave and workers' compensation leaves, is one (1) year. An additional six (6) month extension may be granted upon the employee's request. Any request for a leave extension shall be submitted to the Director of Personnel. Failure to return at the expiration of a leave, without good cause, will be considered a resignation of employment.

20.6 Each employee in the bargaining unit shall receive three (3) days in hourly increments off per year with pay to conduct personal business. Such hours shall be credited to employees on July 1<sup>st</sup> of each year.

20.7 When taking a personal hours, the employee must give the City at least twenty-four (24) advance notice to his/her Supervisor when possible.

20.8 Maternity, family and medical leaves shall be granted as provided by the City's FMLA Policy, state and federal law.

**ARTICLE XXI  
JURY DUTY**

21.1 Employees will be paid for hours spent on jury duty less the amount earned while serving. It is the responsibility of the employee to document proof of jury duty tour. Any pay received for this duty will be deducted from the employee's City granted pay. The language in this section will also hold true for those employees that are subpoenaed witnesses and, in turn, will not cover those that become witnesses on a voluntary basis.

**ARTICLE XXII  
PAY FOR MILITARY TRAINING**

22.1 Pay will be granted for military training that encompasses the normal workweek or weeks of the employee. Any pay received for this duty will be deducted from the employee's City granted pay. Military training is defined as that covering any military reserve unit that has not been called to active duty.

**ARTICLE XXIII  
GRIEVANCE PROCEDURES**

23.1 In the event that any differences arise between the City and the Union or any employee concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance and shall be settled only in accordance with the grievance procedure as set forth herein. Written warnings shall be issued by the Supervisor to the affected employee on ordinary infraction of rules before suspensions or discharges are issued against an employee. A written warning shall be removed from the employees file after 18 months, if there are no further infractions, by written notification to remove from the Union. Time extensions beyond those stipulated below may be arrived by mutual agreement of the parties concerned. An earnest effort will be made to settle such differences immediately through the following procedures:

Step 1 - Any employee(s) with a grievance shall present it in the first instance to their steward. The steward, with or without the employee(s) shall discuss the grievance with their supervisor. The supervisor shall, within two (2) days, give an answer to the verbal grievance. If the answer rendered by the supervisor is unsatisfactory, the grievance shall be reduced to writing. The written grievance shall state the nature of the grievance, the sections of the contract believed to have been violated and the relief sought. The supervisor shall answer the same in writing within five (5) working days.

Step 2 - If a satisfactory settlement is not reached at the first step, within ten (10) working days of the Step 1 answer, the Union President shall present the grievance for the second step hearing to the Labor Relations Director. Within a five (5) day period, a formal meeting covering the subject grievance will be scheduled. It will be the responsibility of the

Labor Relations Director to submit an answer in written form within five (5) working days from the date of the meeting to the Union President.

Step 3 - If a settlement of the grievance is not arrived at Step 2, the Union only, and not any individual employee, may, within fifteen (15) calendar days of receipt of the answer at Step 2, submit the matter to the Connecticut State Board of Mediation and Arbitration. The foregoing shall not stop the party desiring arbitration from stating a change in his/her position before the arbitration hearing, provided that a minimum of thirty (30) days written notice is given to the other party of such changes. The arbitration award shall be final and binding on both parties. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. The failure to do so shall be considered by the Board.

23.2 It is to the mutual advantage of both the City and the Union that an amiable approach to the problem solving be in existence. The grievance procedures are intended to gain resolution to contract misinterpretation or remedial action for misunderstanding.

23.3 All grievances must be submitted to the City within ten (10) calendar days of the day they occur or notice of occurrence.

23.4 The City will pay for no more than four (4) Union members when used as a Grievance Committee during working hours.

## **ARTICLE XXIV SAFETY AND HEALTH**

24.1 The City will provide reasonable protection devices and other equipment deemed necessary to protect the employee from occupational injury and/or disease. An employee will use such devices and equipment.

24.2 Safety rules and regulations shall be established and administered by the City. Failure to follow these safety rules and regulations in compliance with the use of provided safety equipment may result in discharge of an employee.

24.3 All claims of unsafe and unhealthy situations that appear to be in violation of accepted safety practices as brought to light by City employees will be thoroughly investigated and documented.

24.4 It is the mutual responsibility of the City and the Union to give surveillance to our safety procedures that will permit maximum protection from injury and disease.

24.5 Continual violations of City rules and regulations that includes wearing apparel, etc., can lead to disciplinary action up to and including discharge.

24.6 (a) Employees who regularly drive City vehicles shall be subject to random testing for illegal drugs, controlled substances and alcohol. The procedures and training provisions of the City's "DOT Drug and Alcohol Testing Policy" shall apply to the testing of employees under this provision. The City has a zero tolerance policy as to abuse of drugs and alcohol.

(b) An employee who has completed his or her initial probationary period with the Town and has engaged in abuse and voluntarily requests treatment and rehabilitative assistance shall be given assistance under the Town's Employee Assistance Program. Access to this program shall be limited to one occasion without discipline, provided the employee does not volunteer for treatment once the employee is notified of a drug/alcohol test. Failure to comply with the terms of this program shall subject the employee to discipline.

(c) The employee shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan.

## **ARTICLE XXV REST PERIODS**

25.1 Two (2) fifteen (15) minute rest periods will be permitted during each full shift. The rest period shall be scheduled when feasible and at the discretion of the Department Head. The middle half of the morning shift and the middle half of the afternoon shift are considered normal rest break periods.

25.2 When a Public Works driver, Mechanic, Public Works Laborer, Maintenance or Dispatcher is required to work, during snow and ice operations, or declared emergency, sixteen (16) continuous hours he/she shall be given eight (8) hours off with pay to be taken within sixty (60) calendar days at the discretion of the Superintendent or his/her designee with at least twenty-four (24) hours advance notice to and permission of his/her supervisor.

## **ARTICLE XXVI PRIOR PRACTICES**

26.1 This Agreement is the entire Agreement between the parties. All matters subject to collective bargaining between the parties have been covered in this Agreement. All benefits which bargaining unit employees enjoy are expressly contained in this Agreement and any benefit or right not contained herein does not exist.

26.2 All side letters, memoranda of agreement, amendments and other written or oral agreements or assurances not expressly contained in this Agreement shall be invalid as of the effective date of this Agreement, except the Memorandum of Agreement set forth in Appendix A.

**ARTICLE XXVII  
UNION ACTIVITIES**

27.1 Union officers shall be permitted to attend official union conferences without loss of pay provided a minimum of forty-eight (48) hours' notice is given on official correspondence from the American Federation of State, County and Municipal Employees, Local 681, AFL-CIO, to the Office of the Director of Personnel and Labor Relations and the Department Head specifying the necessity for such officer's attendance at Official Union Conferences. A maximum of four (4) Union officers may be absent for this purpose on any day. A maximum of eighty (80) person days shall be allowed for the term of the contract. This account shall expire on the expiration date of the contract.

**ARTICLE XXVIII  
NO STRIKE OR LOCKOUT**

28.1 There shall be no strike, slow-down, suspension or stoppage of work in any department of the City's operation by either a single employee, a group of employees, or the entire collective bargaining unit which is sanctioned by the Union. Neither shall there be any lockout by the City in any part of its operations.

**ARTICLE XXIX  
SUPERSENIORITY**

29.1 Officers and Stewards of the Union shall have super-seniority within their classifications in the event of layoff in any section or group or departments which they represent. Super-seniority will not prevail when circumstances beyond the control of the City affect individual departments causing work shut-downs of short duration.

29.2 The Union shall notify the City of the officers and stewards who are designated as having super seniority. In order to exercise super seniority in the event of a layoff, the officer or steward designated must have served in that capacity for a minimum of six (6) months. No change in the designation of those with super seniority may be made in response to a City notice of layoff or position elimination within the budget.

**ARTICLE XXX  
JOB POSTING**

30.1 When a job vacancy exists through normal circumstances or by a new job classification, said job must be posted for a five (5) day period. A listing of the bidders will be submitted to the Department Head for evaluation. Said evaluation will be in accordance with job descriptions. If two applicants are equally qualified to perform the duties of the job, preference shall be granted to the senior bargaining unit employee.

When an employee bids and is awarded a position of a higher classification, the employee shall be placed at the rate of pay, of his new classification, which is closest to the employee's rate of pay and which results in an increase. However, if an employee has three (3) or more years of employment at the time (s)he is awarded a position of a higher classification, the employee will be placed at the same step (s)he is on at the time of promotion into the higher job classification.

When an employee bids and is awarded a position of a lower classification, the employee shall be placed at the step closest to his/her rate of pay which, if possible, does not result in a decrease.

30.2 A probationary break-in period for a vacancy to be filled by promotion shall be fifteen (15) working days. During said probationary period, the employer can require or the employee can elect to return to his/her former position at his/her former rate of pay. The probationary break-in period may be extended by mutual agreement of the Union and the Director of Personnel and Labor Relations. The parties shall not unreasonably deny such extension.

30.3 Any employee that bids and is awarded a job will not be eligible to bid another job for four (4) months.

30.4 An employee who is out sick or on workers' compensation and bids a job must be able to return to work within five (5) working days from the date the job is awarded to him/her.

### **ARTICLE XXXI RINGING IN AND OUT**

31.1 This Article is to purposely spell out the practices for ringing in and out. It is expected that each employee will ring in and out at designated times. Any pattern of deviation on the part of any individual can be subject to disciplinary action up to dismissal on severe occasions.

### **ARTICLE XXXII COMPENSATION PAYMENT**

32.1 The City agrees to pay the employees on workers' compensation their base weekly salary for a period of four (4) weeks after the date of occupational injury. It must be understood by the Union that the employees benefiting by this clause shall turn over to the City any money received for this period of compensation benefits. The purpose of this clause is not intended to nor shall it inflate the employee's earnings during said compensation period.

32.2 Any employee injured or disabled as provided in this Article must use a health care provider in the City of West Haven workers' compensation preferred provider network, as such may be modified from time to time by the Plan Administrator.

32.3 Return to work program. See Appendix B.

**ARTICLE XXXIII  
TOOL/CLOTHING ALLOWANCES**

33.1 All mechanics assigned to the City garage will be granted four hundred dollars (\$400.00) tool allowance per year in a separate check and be accountable for expenditure of same to the Superintendent.

33.2 All regularly assigned Public Works employees, except for the office support staff, administration and garage employees shall receive a one hundred and fifty dollar (\$150) per year clothing allowance in a separate check and be accountable for the expenditure of same to the Superintendent.

33.2 All regularly assigned Public Works employees, except for the office support staff, administration and garage employees shall receive a one hundred and fifty dollar (\$150) ~~per~~ year clothing allowance in a separate check and be accountable for the expenditure of same to the Superintendent. Beginning in fiscal year 2020--2021, all regularly assigned Public Works employees, except for the office support staff, administration and garage employees shall receive a one hundred and fifty dollar (\$150) credit at a clothing establishment designated by the City to purchase uniforms approved by the City.

33.3 All regularly assigned mechanics shall be outfitted with work uniforms, maintained and paid for by the City.

**ARTICLE XXXIV  
EDUCATION ASSISTANCE**

34.1 Eligibility. Applicants for educational assistance must have at least one (1) year of continuous service at the time of application.

- (a) All applications for educational assistance must be made to and approved by the Personnel Director prior to the time of registration; such approval shall not be unreasonably withheld. 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 employee's promotional opportunities, or it must be a requirement of a college or university degree program which is related to the employee's development as a City employee.
- (c) Course work must be taken at an appropriately recognized and certified educational institution, Technical School or training center. No reimbursement is available

under this policy for association meetings, conventions, institutional programs, or other similar forms of extracurricular programs.

34.2 Reimbursement. The City will reimburse employees for actual allowable expense incurred to a maximum of three thousand (\$3,000) dollars per fiscal year.

- (a) Allowable expenses include tuition, books, lab fees, registration and fees.
- (b) 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 course or "B" or higher for graduate course or a marking equivalent, and proof of prior payment.

#### **ARTICLE XXXV SAVINGS CLAUSE**

35.1 It is the intention of the parties that this Agreement is in concert with all applicable law. Therefore, if any portion of this Agreement is found to be illegal, the remaining portions shall not be affected but shall remain in full force and effect.

#### **ARTICLE XXXVI DURATION**

36.1 This working Agreement is effective upon execution and expires on June 30, 2023.

36.2 This contract may be re-opened for purposes of implementing changes to the health benefits, including medical, dental and prescription, which may result in a cost savings/containment to the City and which do not change the current coverage, benefits and cost to the Employees. Before the contract may be re-opened, the parties agree to negotiate the issue of a re-opener to the point of impasse. Should the parties reach impasse, the City may claim the matter for arbitration.

#### **ARTICLE XXXVII MISCELLANEOUS**

37.1 The parties agree to the implementation of a Dress Code Policy (Attached Appendix C); Family and Medical Leave Policy; and Computer, Internet & E-Mail Policy.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF WEST HAVEN

LOCAL 681, COUNCIL 4,  
AFSCME, AFL-CIO

By \_\_\_\_\_

By \_\_\_\_\_

Mayor

Its President

By \_\_\_\_\_

By \_\_\_\_\_

Beth Sabo  
Director of Personnel and Labor Relations

Troy Raccuia  
Staff Representative

By \_\_\_\_\_

APPENDIX A

AGREEMENT

The parties to this agreement dated July 1, 2004 are the City of West Haven (hereinafter "City") and AFSCME, Local 681 (hereinafter "Union"). Whereas the parties agree as follows:

1. The City may use and employ seasonal employees to do Highway/Park Maintenance work, including the maintenance of all fields and parks, annually during the period between Easter Sunday and September 30. If the City employs seasonal, temporary or part-time employees, their hours shall be the same as members working in the departments in which the seasonal, temporary or part-time employees are assigned. The City may use and employ seasonal employees at the beach bathhouse until October 31.
2. The City may use and employ seasonal office support staff annually during the period between June and Labor Day.
3. In the event that there are Union members on lay off with recall rights, the City agrees that it will not use temporary, part-time or seasonal employees to perform bargaining unit work unless the laid-off employees are recalled first in accordance with Article 5 of the contract. The laid off employee may reject recall as provided for in Section 5.2 of the contract.
4. If the City must use seasonal employees to do the work referenced above at any other time other than the period of time listed above, it shall negotiate said use with the Union.
5. Seasonal employees are to be used on seasonal basis only and not as part-time employees in the off season.

CITY OF WEST HAVEN

AFSCME, LOCAL 681

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APPENDIX B  
RETURN TO WORK PROGRAM

**Back to Work Program**

**POLICY**

Employees of the City of West Haven who are, or could be, on leave of absence from their duties as a result of a work-related illness or injury, may be eligible for the Return-to-Work Program upon written certification from a medical care provider. The medical care provider must certify that the employee may return to work with restrictions on physical requirements of the job in question, and that those restrictions are expected to last for more than 15 days.

A restriction identifies a physical condition which prevents an employee from performing the full scope of his/her job duties as outlined in their job description. There are two types of restrictions: temporary and permanent. Temporary restrictions are defined as those limitations placed on an injured employee by a physician which are of relatively short duration (i.e. the employee is expected to fully recover and to return to normal working conditions).

Permanent restrictions are defined as those limitations placed on an employee by a physician which are expected to be long term (more than 180 days) or from which recovery is not expected. Those employees who fall into this category are not eligible for participation in the Return-to-Work Program. They may elect to seek alternative employment, or file for a “reasonable accommodation” under the Americans with Disabilities Act.

When an employee is approved for participation in the Return-to-Work Program, primary consideration will be given to job placement within the employee’s department and normal job duties. A secondary consideration will be alternative placement into another department or another assignment which is within the same bargaining unit. A critical consideration is to place the injured employee in a position to perform productive work that is useful to the City of West Haven and achievable within the restrictions placed on the employee. Alternative placement will not be used to avoid the filling of vacancies within the department in question.

An employee participating in the Return-to-Work Program is subject to all rules, regulations, contractual memoranda of understanding, standards, policies and procedures of the City of West Haven.

Each situation will stand on its own merits. An Employee Return-to-Work Form, completed by a physician, noting an employee’s restrictions, will be evaluated by the Personnel Department in order to determine whether or not an employee is able to return to his/her assigned position. Personnel Department will then forward its recommendation with appropriate documentation to the injured employee’s department head for final determination.

If an employee is approved for the Return-to-Work Program, he/she shall be provided tasks which fall within the physical restrictions identified by the treating physician. In no case will

an employee authorized to participate in the Return-to-Work Program be placed in an area that will pose a health or safety risk to the City of West Haven's other staff, or the injured employee.

Modified assignments for the following classes of workers shall include, but not be limited to any assignment that falls within the guidelines of the restriction set by the treating physician.

### **Return to Work Procedure**

The City of West Haven has instituted a Return-to-Work Program applicable to full-time employees. Employees injured at work are brought to a medical care provider for initial treatment. If, after treatment, the employee is unable to return to work, the employee is referred for further treatment. The employee should receive a statement of any restrictions on duties and an expected return to work date from the medical care provider. The employee is required to provide this information to the City of West Haven as soon as possible.

If the expected absence from work is longer than three (3) days, the employee will be given a MODIFIED DUTY PACKAGE to bring to the medical care provider. If the employee is unable to visit his/her medical care provider, the City of West Haven will mail the MODIFIED DUTY PACKAGE to the medical care provider for the employee. The medical care provider will be requested to complete the evaluation contained in the MODIFIED DUTY PACKAGE, and return it to the City of West Haven within five (5) business days of receipt. The MODIFIED DUTY PACKAGE includes:

1. Doctor's Form - Modified Duty Evaluation
2. Current Job Description of Employees
3. List of Modified Duty Assignments that are available

The purpose of the MODIFIED DUTY PACKAGE is to furnish the medical care provider with information regarding the present duties of the employee and available modified duty tasks. The response of the medical care provider will be evaluated. If the care provider indicates that the employee is not able to return to his/her regular duties but is physically able to perform a modified duty assignment, then the employee will be required to report for modified duty. Modified duty assignments will, to the extent practical, be within the same department and be related to the type of work normally performed by the employee.

Upon receipt of notification from the medical care provider of the employee's ability to return to modified duty work, the Director of the Personnel Department will review the documentation and job availability within the organization. Personnel will then contact the employee to inform him/her that he/she has been accepted into the Return-to-Work Program. Personnel will discuss a work schedule with the employee's supervisor.

The Director of Personnel and the supervisor will review the physical restrictions documented by the medical care provider and determine what job duties the employee can perform, as well as establish a work schedule and return to work date.

Modified duty status will be continually monitored by Nurse Case Managers. Employees will be assigned to the Return-to-Work Program until a physician provides a written release for the employee to return to work at his/her regular position. A maximum of 90 days in the Program is suggested, but duration may be increased to 180 days if physical restrictions dictate and a satisfactory job performance has been demonstrated. Under no circumstances should an employee's stay in the Return-to-Work Program exceed 180 days, since Return-to-Work programs are a temporary commendation and not a long-term solution to employee disability.

If the employee refuses to bring the MODIFIED DUTY PACKAGE to the medical care provider, or refuses to authorize the employer to mail it to the medical care provider, or refuses to report for a modified duty assignment, then the employee's workers' compensation records will be forwarded to the Workers' Compensation insurance provider for purpose of requesting an immediate hearing to review the situation.

Employees do not waive any rights to Workers' Compensation benefits by participating in the Return-to-Work Program.

Employees participating in the Return-to-Work Program will continue to be covered by the Workers' Compensation Act for all reasonable and necessary medical expenses and disability benefits related to the injury or illness.

## **PARK MAINTENANCE MODIFIED ASSIGNMENTS**

1. Inventory tools, equipment, and parts.
2. Clean and polish vehicles.
3. Answer telephones.
4. Perform simple clerical tasks.
5. Perform miscellaneous painting.
6. Perform light carpentry work.
7. Perform litter collections in parks.
8. Trim brush at playgrounds.
9. Inspect playground equipment's for repairs.
10. Perform miscellaneous sweeping or hand raking.
11. Attend videotape safety or other training programs.
12. Drive pickup truck to pick up equipment, parts and supplies.
13. Cut grass using self-propelled walk behind or riding mower.
14. Perform light plumbing in parks buildings such as changing washers on sinks or replacing
15. Perform light electrical work such as changing light bulbs.

## **CUSTODIANS/MAINTENANCE WORKERS MODIFIED ASSIGNMENTS**

1. Sweep floors.
2. Wash floors.
3. Vacuum rugs.
4. Empty wastebaskets.
5. Dust and clean furniture.
6. Clean bathrooms.
7. Pick up papers around buildings and dumpsters.
8. Wash and clean windows.
9. Paint walls using a roller or paint brush.
10. Perform minor plumbing such as, install faucet washers on sinks, install faucet stems, or install toilet flapper valves.
11. Perform light electrical work such as changing light bulbs, change switch plates and switches, change wall outlets, install smoke detectors, and batteries.
12. Drive pickup truck to get parts and supplies for other workers.
13. Cut grass using self-propelled walk behind or riding mower.
14. Inventory tools, equipment, parts and supplies.
15. Attend videotape safety training programs.

## **PUBLIC WORKS EMPLOYEES MODIFIED ASSIGNMENTS**

1. Inventory tools, equipment, and parts.
2. Perform custodial duties at the town garage.
3. Clean and polish vehicles.
4. Inventory street and traffic control signs.
5. Answer telephones and dispatch radio messages.
6. Drive pick-ups trucks for parts runs.
7. Perform simple clerical tasks.
8. Survey City and list locations of potholes that require repair.
9. Survey City and inspect street signs, parking signs, etc. and make list for repair or replacement.
10. Perform miscellaneous painting
11. Perform light carpentry work.
12. Perform litter collections in parks, on streets and school grounds.
13. Trim brush at intersections.
14. Inspect catch basins.
15. Perform miscellaneous sweeping or hand raking.
16. Make signs.
17. Attend videotape safety or other training programs.

**APPENDIX C**  
**DRESS CODE POLICY**

**APPENDIX D**

**WAGE SCHEDULES**

**July 1, 2017-June 30, 2023**

**APPENDIX E**

**Medical Plan Summary will be attached**