

**LOCAL 1303-345 OF
COUNCIL 4
AFSCME, AFL-CIO**

And

THE CITY OF WEST HAVEN

Expires June 30, 2023

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ARTICLE 1 AGREEMENT

This Agreement is between the City of West Haven (hereinafter referred to as the Employer) and the Local 1303-345 of Council 4, AFSCME, AFL-CIO (hereinafter referred to as the Union).

ARTICLE 2 RECOGNITION

Section 1. Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all Employees included in the collective bargaining unit, as follows: Utility Worker, Operator in Training, Mechanic in Training, Operator, Mechanic, Operator I, Mechanic I, Operator II, Mechanic II, Operator III, Mechanic III, Lead Operator, Lead Mechanic, Electrician, Maintenance Clerk and Administrative Specialist.

All other Employees, including but not limited to those employed as supervisors and confidential employees as defined by the Connecticut Municipal Employee Relations Act, shall be excluded from coverage under this Agreement.

Section 2. It is understood that no incident that occurred prior to the date of execution of this Contract shall be the subject of complaint or grievance under any procedures provided in this Contract.

ARTICLE 3 DEFINITIONS

The terms hereinafter set forth shall have the following meanings:

1. "Union" shall mean Local 1303-345 of Council 4, AFSCME, AFL-CIO.
2. "Employer" shall mean the City of West Haven.
3. "Employee" shall mean a member of the bargaining unit represented the Union.
4. "Regular full-time employee" shall mean an employee normally scheduled to work at least a five (5) day week totaling at least forty (40) hours.
5. "Part-time employee" shall mean an employee normally scheduled to work less than a five (5) day week totaling less than forty (40) but at least twenty (20) hours. Part-time employees who work less than twenty (20) hours per week shall not be a member of the bargaining unit.
6. "Temporary employee" shall mean an employee who is hired for a period of up to four (4) months.

**ARTICLE 4
UNION SECURITY**

Section 1. As a condition of employment, all present employees covered by this Agreement shall either become and remain members of the Union in good standing, or in lieu thereof, pay a fee equal to the dues of the Union Local.

All future employees shall be required to either become and remain members commencing the first full pay period following one (1) month after being employed or appointed, or, in lieu thereof, pay a fee equal to the dues of the Union Local.

Section 2. Employees who fail to comply with this requirement after Union request shall be discharged by the employer within thirty (30) days after receipt of written notice to the Employer.

**ARTICLE 5
MANAGEMENT RIGHTS**

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.
- (d) To select and to determine the number and types of employees required to perform the City's operations.
- (e) To layoff 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 provided that the City shall provide the Union with thirty (30) days advance written notice of its intention to revise job descriptions or create new job descriptions during which the Union may request to discuss such changes prior to implementation. Upon request the City shall bargain with the Union concerning the impact which any significant change in job descriptions may have on employees' wages, hours and other terms and conditions of employment.

- (h) The City agrees not to subcontract the operations of the Wastewater Treatment Plant excluding lab analysis, custodial work or grounds maintenance (but not snow plowing). The City agrees not to layoff any employee on the payroll as of December 31, 2011 as a result of contracting out lab analysis, custodial work or grounds maintenance. The City shall have the right to subcontract such work as necessary to comply with the Consent Decree in the case captioned United States of America, et al v. City of West Haven, Civil Action No. 3:13CV1883(JCH), including the tasks necessary to comply with the Capacity, Management, Operation And Maintenance Program Corrective Action Plan, including provisions for closed circuit television, manhole inspections, and completion of routine cleaning. Union employees shall have primary responsibility to complete this work in a timely manner, but the City reserves the right in its exclusive discretion to subcontract such work if it believes that the time deadlines under the Consent Decree may not be met.
- (i) To transfer or reassign employees within the bargaining unit wherever the City's needs require.

ARTICLE 6 SENIORITY

Section 1. Seniority as used in this Article shall mean the original date of hire and shall be used for the purpose of determining vacation selections, promotions, transfers, layoff, recall and longevity. The city agrees to credit the seniority of an employee accredited by OMI and PSG, as defined in Appendix C.

Section 2. Original date of hire shall include all service to the City as a regular full-time employee, provided any break in service has not exceeded one (1) year. If a person is subsequently rehired he/she shall, after a period of four years (4) of continuous service, be given credit for his/her previous service less the time of his/her absence for the purpose of determining vacation, longevity and retirement only. An employee fired for just cause and subsequently rehired shall not receive credit for service prior to dismissal for just cause.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible in order to expedite the settlement of the grievances.

Section 2. A grievance, for purposes of this procedure, shall be considered to be an employee or Union complaint concerned with matters contained in this Agreement dealing specifically with:

- a) discharge, suspension or other disciplinary action;
- b) matters relative to interpretation and application of the articles and sections of this Agreement.

Section 3. Any dispute or grievance shall be handled as follows:

STEP 1 - The aggrieved employee with his/her Union representative shall state in writing the facts and events giving rise to the grievance either within ten (10) working days of the day they occur or ten (10) working days of the time knowledge of such facts or events could, with reasonable diligence, have been ascertained, and submit the statement to the department head, or, if the Mayor shall designate someone other than the department head to receive a grievance, to the person so designated. The person to whom the grievance is submitted will use his/her best efforts to settle the dispute and give his/her answer in writing within five (5) working days. The written grievance shall specify exactly what section of the Agreement is violated and the remedy sought.

STEP 2 - In the event the grievance is not adjusted to the satisfaction of the aggrieved, or the employer, the employee and his/her Union representative or the employer shall within ten (10) working days submit the grievance in writing to the Director of Labor Relations and Personnel. Within ten (10) working days from the date of receipt of said grievance, the Director of Labor Relations and Personnel or his/her designee shall convene a meeting for the purpose of reviewing all of the facts germane to the grievance. Invited to the meeting shall be the grievant, and/or his/her designated representative, and other such persons as may be necessary for the equitable disposition of such grievance. The Director of Labor Relations and Personnel or his/her designee shall render a written decision within five (5) working days subsequent to the date of the meeting.

STEP 3 - In the event the grievance is not adjusted to the satisfaction of the Union at the conclusion of Step 2, then the Union may within thirty (30) days thereafter submit the dispute to arbitration in accordance with Article 8.

Section 4. Time limits provided herein may be extended by written agreement of the parties.

Section 5. Any individual employee may present a grievance to his/her employer at Steps 1 and 2 of the grievance procedure and have the grievance adjusted, without intervention of the Union, provided the employee first gives notification in writing, to the Union with a copy to the Director of Labor Relations and Personnel, and the adjustment shall not be inconsistent with the terms of the collective bargaining agreement. The Union shall be given prompt notice of the adjustment from the Employer. Under no circumstances may an individual employee grievance be processed to arbitration; only the Union shall have the right to file for arbitration of a grievance.

ARTICLE 8
ARBITRATION PROCEDURE

Section 1. In the event the Employer and the Union fail to settle a grievance which has been properly processed through the grievance procedure provided herein, the Union and only the Union may, within thirty (30) calendar days after receiving the Employer's Step 2 answer, and with written notice to the Employer, submit the grievance to arbitration. Within thirty (30) days of receipt of a notice of arbitration, the parties shall attempt to agree upon the selection of an arbitrator in those cases where the parties have agreed to either expedited arbitration under the rules of the State Board of Mediation and Arbitration or the use of a single arbitrator under said rules or by mutual selection. In cases other than those involving expedited arbitration or a single arbitrator, the Union may submit the grievance to the Connecticut State Board of Mediation and Arbitration in accordance with its rules. The submission shall specify the issue raised by the grievance, the nature of the grievance and the award requested.

Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary action, the Board of Mediation and Arbitration will have the power to uphold the action of the City or to rescind or modify such action, and such powers shall include, but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay.

Section 2. The jurisdiction and authority of the arbitrator and his/her award shall be confined to the interpretation of the provision or provisions of this Agreement in dispute between the Union and the Employer. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this Agreement.

Section 3. The award of the arbitrator shall be final and binding upon all parties to this Agreement.

Section 4. Expenses of arbitration, including the fees and expenses of the arbitrator, shall be borne and divided equally between the Employer and the Union.

ARTICLE 9
SICK LEAVE

Section 1. Sick leave as used in this Agreement is defined as absence from work as result of a bona fide illness or injury. If the City can prove that an employee out on sick leave does not have a bona fide illness, that employee shall forfeit his sick pay and will be disciplined up to and including termination.

Section 2. Earned sick leave shall accrue at the rate of one day per month. Sick leave may accumulate to a total of ninety (90) days maximum.

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 continuous non occupational related illness or disability. It shall contain the following provisions:

- replacement wages 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 completion of the probationary period.

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, use of vacation, sick leave accrual or use of sick leave.
- c. The employee will provide one week's advance notice prior to returning from sick or disability leave and present a physician's note acceptable to the City releasing the employee to return.

Section 3. An employee who is out as a result of a bona fide sick day shall be paid at his hourly rate of pay.

Section 4. The City may require an employee to submit a physician's note acceptable to the City documenting the illness or injury if the employee takes sick leave for three (3) or more consecutive work days, or in the event of an indication of abuse of sick time. An employee on extended sick leave will be required to submit to periodic medical updates regarding his/her medical condition. The City may require the employee to submit to a physician's note acceptable to the City verifying the employee's ability to return to work from sick leave of three (3) or more consecutive days.

Section 5. In the event of the death of a permanent employee his/her dependent survivors or estate shall receive his/her normal weekly wage for four (4) consecutive weeks. If the employee has accumulated sick leave and reserve totaling more than four (4) weeks pay, the survivor or estate shall receive the balance of his/her accumulated sick leave and reserve in a lump sum.

Section 6. Any employee upon retirement with a minimum of twenty (20) consecutive years of service to the City shall be paid for a maximum of thirty (30) days of accumulated sick leave. Any employee upon retirement with a minimum of fifteen (15) years of service to the City shall be paid for fifty percent (50%) of all accumulated sick leave.

Employees hired on or after July 1, 2017 shall not be eligible for a payout of accumulated sick leave.

Section 7. The Employer shall make available to each employee who desires the information a current schedule of accumulated sick leave upon reasonable notice in advance and in writing.

Section 8. Sick leave can be used to care for an employee's sick spouse or child, to a maximum of six (6) weeks per fiscal year. The employer reserves the right to require medical documentation to substantiate and verify an employee's use of paid or unpaid sick leave used for family care. As provided by the 1993 Federal Family and 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.

If anything within this section or the City's FMLA policy reduces state or federal law, then to the extent it so diminishes it, the law and not this Article shall prevail.

Section 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. "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.

Section 10. The City agrees to pay an employee 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 employee 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.

ARTICLE 10 PERSONAL DAY

Employees covered by this Agreement shall have two (2) personal days during each year of this Agreement, paid at their regular rate when they are absent due to personal business on a regularly scheduled work day. New employees who are hired on or after January 1st shall receive one (1) personal day during their first fiscal year of employment. These days shall not be accumulative.

ARTICLE 11 MILITARY LEAVE

Section 1. A regular employee who is called into active military service shall be given an unpaid leave of absence for such mandatory period of service and will be reinstated in accordance with applicable statutes in effect on the date of his/her application for reinstatement if said application is filed within thirty (30) days of his/her release from duty.

Section 2. An employee who is a member of the National or Air Guard, or a reserve component of the Armed Forces, will be granted absence when ordered to duty for annual training or emergency service, and for such time lost from his/her scheduled work week, paid the difference

between his/her regular rate of pay for a maximum period of two (2) weeks per calendar year, computed on the basis of his/her normal work week, and all of the pay and allowances received for such military duty. Presentation of completed orders bearing an endorsement showing all payments received will be required before reimbursement.

ARTICLE 12 JURY DUTY

Section 1. If an employee is called for jury duty, the Employer will compensate him/her for the difference between the payment received for jury duty and the payment he/she would have received for the hours he/she was required to lose from his/her regular work schedule. This compensation shall not exceed five (5) days per week computed at the employee's regular rate and shall not exceed one month's duration. Payment shall be made upon presentation of documentary proof of jury duty and the payment received. Extension of the aforementioned duration may be granted upon request for same. An employee may not volunteer for jury duty.

Section 2. Any pay received for this duty will be set-off against the employee's pay. The language of this Section will also hold true for those employees who are subpoenaed as witnesses and, in turn, will not cover those that become witnesses on a voluntary basis. The check for jury duty must be endorsed in blank and turned over to the Employer as soon as it is received by the employee.

ARTICLE 13 BEREAVEMENT LEAVE

Section 1. In the event of a death in the employee's immediate family (spouse, parent, child, step-child, mother-in-law, father-in-law, brother, sister, grandchild), an employee will be permitted up to five (5) working days off at his/her regular rate of pay for the purpose of attending the funeral and providing for matters incident to the death. Additional time off shall be at the sole discretion of the employer and handled on a case-by-case basis depending on the circumstances.

Section 2. A three (3) day special leave (the day before the funeral, the day of the funeral, and the day after the funeral) shall be granted for the death of the following individuals: grandmother, grandfather, step-mother, stepfather, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. Additional time off shall be at the sole discretion of the Employer and handled on a case-by-case basis depending upon the circumstances.

ARTICLE 14 LEAVE OF ABSENCE

Section 1. An employee may apply for and may be granted a leave of absence, without a break in his/her seniority, for a period up to one (1) year. No leave of absence, including personal leave of absence, sick leave, or workers' compensation leave, shall exceed one (1) year. However an employee may request an additional six (6) months extension. An employee who is receiving

benefits under the long-term disability income program of Article 9 shall be treated in the same manner as an employee on a leave of absence without pay for seniority purposes.

Section 2. All leaves of absence shall be without pay or benefits.

Section 3. Any employee found working another job while on leave of absence shall be terminated from the City.

Section 4. No leave of absence shall be granted without the approval of the Mayor or his/her designee in the exercise of their discretion, which shall not be unreasonably withheld.

Section 5. Failure on the part of the employee to return at the expiration of an approved leave, without good cause, will be considered a resignation of employment provided the City has mailed a notice by U.S. and Certified Mail to the employee's last known address on file in the City's personnel office, at least two (2) weeks prior to the expiration of the leave. Such notice shall inform the employee of their leave expiration date.

ARTICLE 15 LAYOFF AND RECALL

Section 1. In the event of layoffs, phasing out of jobs, abolishment of jobs, there shall be bargaining unit bumping privileges. All bumps must be a lateral or lower classification.

Section 2. The Employer shall give employees affected at least two (2) weeks advance notice of layoff or wages in lieu thereof.

Section 3. Employees on recall shall be recalled in inverse order of layoff. All employees shall have recall rights for a period of two (2) years after layoff.

Section 4. Any employee on layoff shall be offered reemployment prior to the City hiring new employees provided said employee has the qualifications and ability to perform the duties of the vacant position.

Section 5. The right of an employee to return to work upon recall shall be forfeited if not exercised within seven (7) working days of notification which shall be deemed given on the postmarked date when sent by registered or certified mail to the last known address of the employee on file in the City's personnel office.

Section 6. An employee shall have the right to refuse an offer of recall for a position the employee has not previously performed without loss of recall rights. If an employee accepts such a position, he/she shall have sixty (60) working days to qualify for the position. If at the end of the sixty (60) day period or at any time during the period, the Employer shall determine that the employee is unqualified, they may terminate the employee. Neither the employee nor the Union may contest the termination through the grievance procedure. However, the employee shall retain the balance of any recall rights.

Section 7. The Employer may make the determination as to the qualifications of persons on layoff for hiring to vacant or new positions.

Section 8. The employer shall upon the Union or member's request provide a current order of bumping list in the Supervisor collective bargaining unit for the purpose of layoffs.

**ARTICLE 16
PROBATIONARY PERIOD**

A new or rehired employee shall be on probation for ninety (90) working days from the date of hire or rehire. Any period of absence during the probationary period which is in excess of five (5) working days shall not be counted toward completion of the probationary period. Further, a probationary period may be extended by mutual agreement of the Union and the Director of Personnel and Labor Relations. During the probationary period of any such employee, the City may terminate the employment of such employee for any reason without recourse to the grievance procedure. However, said employee or the Union may discuss said termination with the Director of Labor Relations and Personnel if they so desire. This Article 15 shall not apply to persons recalled under Article 14.

**ARTICLE 17
WORK IN HIGHER CLASSIFICATION**

Section 1. Subject to the approval of the Department Head, an employee may be assigned work in a higher classification. If an employee is assigned work in a higher classification, the employee will be paid for all hours worked at the same wage step of the higher classification as the employee's wage step in their present classification.

Section 2. Assignment to such a position due to another employee's termination, resignation or death shall be paid at the higher rate from the first day of such assignment.

**ARTICLE 18
HOLIDAYS**

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Floating Holiday*	

*Floating Holiday must be taken as a full day.

Section 2. The Employer shall pay each employee for each designated holiday their hourly rate of pay.

Section 3. When a holiday falls on a Sunday except Easter, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, it shall be observed on Friday.

Section 4. Employees working on a holiday shall receive eight (8) hours of holiday in addition to their normal straight time for their rate shift provided this holiday falls within the employee's normal forty (40) hour work week.

Section 5. If any emergency or regular work schedule makes it necessary for an employee to work on Christmas, New Year's or Thanksgiving, he/she shall be entitled to two and one-half (2.5) times the employee's regular rate in addition to eight (8) hours of holiday pay at the employee's regular rate of pay.

ARTICLE 19 VACATIONS

Section 1. The following vacation schedule shall be in effect for employees of the bargaining unit:

- a. Each employee who has completed six (6) months of service but less than one (1) year shall be entitled to a vacation with pay of one week. In the event however, that an employee received one week of vacation after his/her first six (6) months of service, he/she shall be entitled to only one additional week of vacation on his/her first anniversary date.
- b. Employees who have completed one (1) year of service shall be entitled a vacation with pay of two (2) weeks annually (ten (10) working days).
- c. Employees who have completed five (5) years of service shall be entitled to a vacation with pay of three (3) weeks annually (fifteen (15) working days).
- d. Employees who have completed ten (10) years of service shall be entitled to a vacation with pay of four (4) weeks annually (twenty (20) working days).
- e. Employees who have completed fifteen (15) years of service shall be entitled to a vacation with pay of five (5) weeks annually (twenty (25) working days). Employees hired after July 1, 2017 will not receive vacation in excess of Section 1(d).
- f. Vacations shall be taken during the year following the year in which they are earned. Vacations shall not be accumulated from one year to another.
- g. Vacations shall be scheduled in January of each year and shall have priority over vacations scheduled later. Vacations must be scheduled with the approval of the Plant Manager and employees at a minimum must provide at least one day advance notice to get one vacation day off, two days notice to get two days off, etc., in the discretion of the Plant Manager. For vacations longer than one week the employee should arrange for the time off with the Plant Manager well in advance. Such scheduling shall be at the mutual agreement of the employee and the department head. No more than three weeks shall be taken consecutively without prior written approval of the Mayor or his/her designee, which approval shall not be unreasonably withheld.

Section 2. 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.

Section 3. An employee who becomes seriously ill or injured while scheduled to go on vacation or is on vacation shall have the opportunity to change his/her vacation schedule provided that sufficient evidence by way of a physician's certificate attesting to his/her bona fide illness is furnished to the department head.

Section 4. In the event of the resignation, layoff, termination or death of an employee, he/she shall receive any accumulated earned vacation pay due him/her; or in the case of death, his/her survivor or estate shall receive this payment.

Section 5. An employee who does not use his/her annual vacation entitlement by his/her anniversary date may elect to receive one hundred percent (100%) 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 20 UNION ACTIVITIES

Section 1. The two (2) stewards shall be allowed to attend official Union conferences not to exceed forty (40) hours total time collectively by such stewards without loss of pay during each year of this Agreement.

Section 2. No more than four (4) employees as designated by the Union shall be allowed the necessary time off without loss of pay for the purpose of contract negotiations; no more than one from any single department.

Section 3. In all of the above, reasonable prior notification of said leave shall be given to the Director of Labor Relations and Personnel and in any case shall not seriously disrupt the operation of the department from which the person has requested time off.

Section 4. The Local's Secretary/Treasurer shall advise the Director of Personnel and Labor Relations, in writing, of the identity of all Union stewards.

Section 5. Leave for Union Business.

1. To the extent that the Employer determines that the requirements of service permit, employees who are authorized representatives of the Union will be excused on leave of absence without pay to attend to the business of the union.
2. A Union representative may be granted upon the Union's request a short term leave which shall be for five (5) consecutive work days or less.

3. A maximum of one (1) employee, who is an authorized representative of the union, shall be allowed on leave at one time.
4. The Union shall make all requests for leaves of absence as far in advance as possible and the Employer shall act promptly upon each request.
5. A Union representative on a short-term leave shall suffer no loss of benefits or seniority while on leave and, upon returning from a short-term leave, shall be returned to the position held prior to the leave.

ARTICLE 21 HOURS OF WORK AND OVERTIME

Section 1. The normal work week for employees shall be eight (8) hours per days for five (5) consecutive work days, exclusive of meal periods. There shall be three (3) shifts established. The first (1st) shift shall be 7:00 a.m. to 3:00 p.m. The second (2nd) shift shall be 3:00 p.m. to 11:00 p.m. The third (3rd) shift shall be 11:00 p.m. to 7:00 a.m.

Section 2. Any employee scheduled to work eight (8) hours or more shall receive a paid meal period and two (2) fifteen (15) minute paid break periods which will be permitted during each shift. Meal periods shall be scheduled approximately half way through the shift. Break periods which will be scheduled approximately mid-way through each half shift, except in cases where emergencies or other work requirements preclude such scheduling.

Section 3. Time and one-half the current hourly rate of pay shall be paid for all time worked in excess of forty (40) hours time worked in any work week. Time taken a vacation, personal, holiday or time owed in accordance with Article 21, Section 3 will count toward the forty (40) hours of time worked in any work week; however, time taken as sick will not count towards the forty (40) hours of time worked in any work week. Call in time shall not be used to replace regularly scheduled work hours when the employee is called in on a day of unpaid leave.

Section 4. Supervisors shall notify the Union president or designee of all overtime assignments. The Union shall distribute the 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 5. 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. Employees who work overtime contiguous with the end of their regular shift will be paid for the actual time worked.

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 6. Work schedules and shifts shall be determined by management, as defined within Section 1, and bid by seniority within classifications. Bids shall be conducted within ten (10) days after ratification, and annually thereafter, or whenever there is a need to fill an open shift. Employees shall have at least one-calendar month notice prior to moving shifts following bid completion and employee notification.

All shift operators who previously worked Monday through Friday who at ratification are working a non-Monday through Friday weekend shift will receive a one dollar (\$1.00) per hour increase to their base pay as a weekend shift differential. This one dollar (\$1.00) per hour weekend shift differential will be removed if the employee moves back to a Monday – Friday shift. Employees hired after ratification shall be assigned by the City to all non-Monday through Friday weekend shifts and will not be eligible for the weekend shift differential.

The hours of work may be changed with the mutual consent of the Union and the City. The parties agree to discuss the hours of work in a team environment which members shall be selected from the affected classifications.

Section 7. Employees who work sixteen (16) consecutive hours shall receive four (4) hours off with pay at a time mutually agreed upon with the Director.

Section 8. The City will pay a meal allowance of ten dollars (\$10.00) after an employee works sixteen (16) consecutive hours.

Section 9. If the employee works sixteen (16) hours straight in a declared storm or emergency, the employee will receive eight (8) hours off, paid as straight time, to be taken within three (3) months of the event.

ARTICLE 22 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.

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 four (4) hours pay at the wage rates provided for in the contract.
- (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 the wage rates provided for in the contract will be paid for all hours worked up to his regular starting time.

Section 4. Employees who are carrying a City provided communications device (i.e. beeper, cell phone, etc.) on standby must respond to a call within fifteen (15) minutes. They must be able to report to the Plant within forty five (45) minutes. They must be fit for duty. Employees who report and are not fit for duty will not receive any standby pay and they may be subject to discipline.

Employees will receive thirty-five dollars (\$35.00) each week day they carry a communication device on standby.

Employees will receive fifty dollars (\$50.00) for each day on a weekend or a holiday that they carry the communications device on standby.

Two employees must be on standby call-out list daily which consist of one mechanic with a CDL, and one other employee either a mechanic, operator or OIT. The Union will select the two people to be on standby. If they are unable to select two, the Project Manager will select using the same method used to determine who is selected for overtime in this case. The qualified employee with the lowest seniority must take the standby assignment if no other employee is available.

ARTICLE 23 INSURANCE

Section 1. The City shall provide the health benefit plans 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 26).

Effective July 1, 2020, the employee's premium cost sharing shall be 12%. Effective July 1, 2021, the employee's premium cost sharing shall be 13%. Effective July 1, 2022, the employee's premium cost sharing shall be 14%.

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

The benefits shall be as follows:

1. Effective January 1, 2020, the State Partnership Plan 2.0 will be implemented and will replace the Blue Cross Century Preferred PPO Plan and HDHP.

2. Dental benefits, comparable to the former Blue Cross Full Service Dental Plan with Riders A, B, C and D.
3. Vision care benefits for the employee only, comparable to those of the former Blue Cross Vision Care Rider.

Section 2. The City shall have the right to change insurance carriers or to self insure provided that employee benefits are substantially equivalent to the benefits the employee now has in place and that there shall be no lapse in coverage.

Section 3. The City shall provide and pay for fifty thousand dollars (\$50,000) of life insurance for each employee. Employees will be permitted to purchase additional life insurance at the group rate.

Section 4. The City shall provide a payment in lieu of health benefits for employees that waive such coverage in the amount of two thousand dollars (\$2,000) per year, providing the employee is not receiving coverage as a spouse, partner, child, or dependent or otherwise on any city or Board medical plan.

ARTICLE 24 DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct from the weekly wages of each employee, who so authorizes such deduction, the amount of weekly Union dues or its equivalent as certified to the Employer by the Secretary-Treasurer of the Union.

Section 2. Deduction shall be remitted by the Employer to Council 4, AFSCME by the fifteenth (15th) of the month following such deduction showing the amount and the employee from whom such deduction was made.

Section 3. The Employer's obligation is limited solely to making such deduction, if amount of wages permit, and such obligation shall cease at the time the employee is terminated or laid off for lack of work.

Section 4. 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 25 EDUCATION/TRAINING

Section 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.

Section 2. Reimbursement. The City will reimburse employees for actual allowable expense incurred to a maximum of three thousand (\$3000.00) 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.

Section 3. Treatment Plant Training. The City will reimburse the employee up to one thousand (\$1000.00) dollars of the three thousand (\$3000.00) dollars allotted in Section 2 toward approved waste water treatment plant training each fiscal year.

Section 4. CDL. The City will reimburse the cost to employee to successfully obtain a CDL for employees on the payroll as of January 1, 2012 who are required to have a CDL.

Section 5. Certification Stipend. To encourage waste water operators to move into Certification Level 3 and 4, the City agrees to pay the operators holding and using a valid level 3 license the sum of two hundred dollars (\$200.00) each fiscal year and for operators holding and using a valid level 4 license the sum of three hundred dollars (\$300.00) each fiscal year.

ARTICLE 26 RETIREMENT

Section 1. The normal retirement for employees covered by this Agreement shall be 65 years of age with at least five (5) years of service.

Section 2. Employees covered in this Agreement shall be eligible for early retirement when they attain the age of 50 with at least twenty (20) years of service.

Section 3. Except as otherwise provided in Section 9, any employee covered by this Agreement who opts to take retirement as provided under Section 2 shall have full health coverage for his/herself and dependents paid by the Employer until he/she attains the age of 65.

Section 4. Any employee covered by this Agreement who retires under either Section 1 or 2 shall be entitled to \$25,000 life insurance paid in full by employer. Employees hired on or after July 1, 2017 shall not be entitled to life insurance in retirement.

Section 5. Each bargaining unit employee shall be offered the opportunity of belonging to the City of West Haven's 401 K Pension Plan. Said plan shall not be changed or modified without the concurrence of the membership of Local 1303-345. Employer's contribution shall be five percent (5%) and the employee's contribution shall be a minimum of two percent (2%) to a maximum of twenty-five (25%). However, effective upon final ratification of this agreement by both parties, the Employer will match the employee's contribution up to eight percent (8%).

Section 6. Except as otherwise provided in Section 8, all employees who qualify to retire with full medical benefits paid by the City shall receive the Blue Cross/Blue Shield 65 Supplement Policy (High Option/81Plan), or equivalent, for themselves and their spouses, providing the retiree was married at the time of retirement. Such coverage shall be paid for by the Employer.

Section 7. Upon retirement, employee shall receive any accumulated earned vacation pay due him/her.

Section 8. Effective January 1, 2012, any employee who retires prior to reaching Medicare eligibility or age 65 shall upon retirement pay the same percentage premium contribution toward health, prescription and dental insurance and/or life insurance which is required of active employees, plus any increase in contributions as such increase may occur from time to time, or such other contributions as may be required by this Agreement. The medical plan for pre-age 65 retirees shall be a \$2000/\$4000 HDHP, with a 50% City contribution to an HSA, or Anthem PPO Plan offered to other City retirees, as a buy up plan, meaning the retiree will pay the difference between what the City is contributing toward the HDHP (premium and deductible) and the cost of the PPO Plan. The retiree will be required to remain in the HDHP for the entire plan year.

- Effective January 1, 2012, post-age 65 retirees must pay the same percentage of premium contribution as active employees for the Medicare supplement premium for employee and/or spouse at time of retirement not to exceed \$1,000/year for retiree or \$2,000/year for retiree plus spouse.
- Employees hired after January 1, 2012 must make a 25% premium contribution toward medical benefits and Medicare Supplement for retiree, 50% for spouse/dependent of retiree at time of retirement, for both pre-age 65 retirees and post-age 65 retirees.

Employees hired on or after July 1, 2017 shall not be eligible for medical benefits upon retirement.

Section 9. Any employee who does not possess the requisite years of service or age as provided in Section 1, or Section 2, may be credited with years of service or age by selling back to the City thirty (30) days of accumulated sick leave for each year needed.

ARTICLE 27
DISCIPLINE/DISCHARGE/DEMOTIONS

Section 1. No employee covered by this Agreement who has completed the probationary period may be disciplined, demoted or discharged without just cause.

Section 2. At all disciplinary meetings with employees, the Employer shall advise the employee of his/her right to have a Union representative present at the meeting.

ARTICLE 28
HEALTH AND SAFETY

Section 1. The Employer and the Union shall cooperate fully in matters contained in this Agreement having to do with safety, health and sanitary matters affecting the employees.

Section 2. The Employer shall make available rubber gloves and rubber footwear for all work on sewers, rubbish and foul weather clothing to all employees required to work outside in foul weather. This equipment shall become the responsibility of the employee. The City will only issue new equipment when the old equipment is worn out.

Section 3. Clothing or eyeglasses that are damaged under unusual work related circumstances shall be replaced by the Employer when the employee documents the unusual circumstances and the City determines it was in fact unusual and work related.

Section 4. The Employer will provide reimbursement for purchase of safety glasses not covered by the vision health plan up to \$150 every two years, or sooner per doctor's change in prescription. Such payment shall be reimbursable upon submission of receipts.

Section 5. The Employer will provide reimbursement for purchase of safety shoes up to \$150 per year. Such payment shall be reimbursable upon submission of receipts.

Section 6. Bargaining unit employees who 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.

Section 7. Employees on the standby list, and the electrician, who are called in to work before their regular shift shall be covered by workers' compensation insurance during the course of work duties from the time the employee departs the premises of his/her home property and until he/she returns to the premises of his/her home property provided the employee does not make any stops or deviations on the route from home to worksite. Motorcycle travel is excluded from the provisions of this Section.

**ARTICLE 29
NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee because of race, religion, sex, sexual preference, marital status, age, color, national origin, political affiliation or physical disability.

Neither the Employer nor the Union shall discriminate against any employee because of race, religion, sex, sexual preference, marital status, age, color, national origin, political affiliation or physical disability. A grievance alleging a violation of this Article may be filed up to but not including arbitration.

**ARTICLE 30
BULLETIN BOARDS**

The Employer will permit the use of Bulletin Boards for the posting of notices relating to Union business, provided that a copy of each said notice is forwarded to the Corporation Counsel immediately prior to posting.

**ARTICLE 31
DISTRIBUTION OF CONTRACT**

The cost of printing this Agreement shall be borne by the Employer. Each employee and any new employees shall be given a copy of this Agreement as soon as practicable.

**ARTICLE 32
DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective upon final ratification. This Agreement shall continue in effect until June 30, 2023. Either party may give notice to the other of their intent to negotiate a successor agreement by giving to the other party not less than 180 days or more than 210 days written notice of intention to propose amendments and/or changes prior to the end of the term (June 30, 2023).

Section 2. At a mutually convenient time following the receipt of such notification by either party, a conference shall be held between Employer and the Union Negotiation Committee for the purpose of such amendment, modification, or termination.

**ARTICLE 33
WAGES**

Section 1. The wages for all employees of the bargaining unit for 2020-2023 shall be in accordance with the wage schedule attached hereto.

Section 2.

For fiscal year 2020-2021 there will be no wage increase.

Effective July 1, 2021, all members of the bargaining unit shall receive an increase of one percent (1.0%).

Effective July 1, 2022, all members of the bargaining unit shall receive an increase of two percent (2.0%).

Section 3. All employees hired by the City shall progress one (1) step on the anniversary date of their employment by the City, until such time as the maximum step has been reached.

Section 4. A shift differential of fifty cents (\$.50) per hour will be paid to employees who work the second shift or all hours worked on that shift. A shift differential of sixty-five cents (\$.65) will be paid to all employees who work the third shift or all hours worked on that shift.

**ARTICLE 34
JOB POSTING-BIDDING-PROMOTIONS**

Section 1. All job vacancies, existing or newly created, covered by this Agreement shall be posted for a period of five (5) working days. Any employee may apply in writing for the posted job to the Personnel Director during this period.

Section 2. The employee with the most seniority shall be selected providing he/she possesses the qualifications and abilities required as determined by the Employer.

Section 3. An employee selected to fill a vacancy shall be given a thirty (30) working day probationary period in his/her new position. During said thirty (30) working day 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 providing his/her former position is still vacant.

Section 4. In instances where the employer determines Union applicant(s) are not qualified, the employer shall notify the applicant(s) and cite deficiencies in writing within five (5) working days.

**ARTICLE 35
RESIDENCY**

Employees within this bargaining unit will not be required to live within the City limits. Employees must be able to respond to the plant within forty-five (45) minutes of being called.

**ARTICLE 36
PRIOR PRACTICE**

Section 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.

Section 2. The only side letters, memoranda of agreement, amendments and other written or oral agreements or assurances which will carry over from the prior agreement and will continue to be effective during the life of this Agreement are those contained within Appendix D of this Agreement.

**ARTICLE 37
NO STRIKE OR LOCKOUT/SUCCESSORSHIP**

Section 1. There shall be no strike, slow-down, suspension or stoppage of work in any department of the Employer'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 Employer in any part of its operations.

Section 2. In the event the Employer decides to sell or transfer its operation, the Employer will advise the Union at least thirty (30) days prior to the effective date of such transfer. Such notice shall include the name and address of the purchaser.

Section 3. The terms and provisions of this Agreement shall bind all sub-lessees, assignees, purchasers or other successors to the business to such terms and provisions, to which the Employees are and shall be entitled under this Agreement. The Employer shall require any purchaser, transferee, lessee, assigns, receiver or trustee of the operation covered by this Agreement to accept the terms of this Agreement by written notice. A copy of such notice shall be provided to the Union at least thirty (30) days prior to the effective date of any sale, transfer, lease assignment, receivership or bankruptcy proceedings. A successor to the business who hires the Local 1303-345 employees shall pay the employees' COBRA costs until such time as the eligibility date for participation in the successor employer's medical plan occurs.

IN WITNESS WHEREOF the parties have caused their names to be signed on this ____ day of April, 2021.

CITY OF WEST HAVEN

LOCAL 1303-345, COUNCIL 4,
AFSCME, AFL-CIO

By:_____

By:_____

By:_____

By:_____

By:_____

By: _____

By: _____

By:_____

**APPENDIX A
WAGES**

Employee	Step 1	Step 2	Step 3	Step 4	Step 5
2020-2021					
Utility Worker	\$13.82	\$14.39	\$14.97	\$15.56	\$16.13
Operator in Training	\$20.71	\$21.58	\$22.45	\$23.32	\$24.20
Mechanic in Training	\$20.71	\$21.58	\$22.45	\$23.32	\$24.20
Asst. Sewer Inp. Operator	\$20.71	\$21.58	\$22.45	\$23.32	\$24.20
Operator	\$23.03	\$24.20	\$25.33	\$26.49	\$27.83
Mechanic	\$23.03	\$24.20	\$25.33	\$26.49	\$27.83
Operator I	\$26.49	\$27.83	\$28.80	\$29.94	\$31.11
Mechanic I	\$26.49	\$27.83	\$28.80	\$29.94	\$31.11
Collection Operator I	\$26.49	\$27.83	\$28.80	\$29.94	\$31.11
Operator II	\$29.94	\$31.11	\$32.24	\$33.40	\$34.55
Mechanic II	\$29.94	\$31.11	\$32.24	\$33.40	\$34.55
Collection Operator II	\$29.94	\$31.11	\$32.24	\$33.40	\$34.55
Operator III	\$32.24	\$33.68	\$35.13	\$36.56	\$38.02
Mechanic III	\$32.24	\$33.68	\$35.13	\$36.56	\$38.02
Collections Operator III	\$32.24	\$33.68	\$35.13	\$36.56	\$38.02
Lead Operator	\$32.82	\$34.26	\$35.70	\$37.13	\$38.58
Lead Mechanic	\$32.82	\$34.26	\$35.70	\$37.13	\$38.58
Lead Collection Operator	\$32.82	\$34.26	\$35.70	\$37.13	\$38.58
Electrician	\$32.82	\$34.26	\$35.70	\$37.13	\$38.58
Maintenance Clerk	\$20.73	\$21.58	\$22.45	\$23.32	\$24.20
Administrative Assistant	\$28.79	\$29.29	\$29.94	\$30.52	\$31.11
Sewer Inspector Operator	\$31.10	\$32.24	\$33.40	\$34.55	\$35.91

Employee	Step 1	Step 2	Step 3	Step 4	Step 5
2021-2022					
Utility Worker	\$13.96	\$14.53	\$15.12	\$15.72	\$16.29
Operator in Training	\$20.92	\$21.80	\$22.67	\$23.55	\$24.44
Mechanic in Training	\$20.92	\$21.80	\$22.67	\$23.55	\$24.44
Asst. Sewer Inp. Operator	\$20.92	\$21.80	\$22.67	\$23.55	\$24.44
Operator	\$23.26	\$24.44	\$25.58	\$26.75	\$28.11
Mechanic	\$23.26	\$24.44	\$25.58	\$26.75	\$28.11
Operator I	\$26.75	\$28.11	\$29.09	\$30.24	\$31.42
Mechanic I	\$26.75	\$28.11	\$29.09	\$30.24	\$31.42
Collection Operator I	\$26.75	\$28.11	\$29.09	\$30.24	\$31.42
Operator II	\$30.24	\$31.42	\$32.56	\$33.73	\$34.90
Mechanic II	\$30.24	\$31.42	\$32.56	\$33.73	\$34.90
Collection Operator II	\$30.24	\$31.42	\$32.56	\$33.73	\$34.90
Operator III	\$32.56	\$34.02	\$35.48	\$36.93	\$38.40
Mechanic III	\$32.56	\$34.02	\$35.48	\$36.93	\$38.40
Collections Operator III	\$32.56	\$34.02	\$35.48	\$36.93	\$38.40
Lead Operator	\$33.15	\$34.60	\$36.06	\$37.50	\$38.97
Lead Mechanic	\$33.15	\$34.60	\$36.06	\$37.50	\$38.97
Lead Collection Operator	\$33.15	\$34.60	\$36.06	\$37.50	\$38.97
Electrician	\$33.15	\$34.60	\$36.06	\$37.50	\$38.97
Maintenance Clerk	\$20.94	\$21.80	\$22.67	\$23.55	\$24.44
Administrative Assistant	\$29.08	\$29.58	\$30.24	\$30.83	\$31.42
Sewer Inspector Operator	\$31.41	\$32.56	\$33.73	\$34.90	\$36.27

Employee					
2022-2023	Step 1	Step 2	Step 3	Step 4	Step 5
Utility Worker	\$14.24	\$14.82	\$15.42	\$16.03	\$16.62
Operator in Training	\$21.34	\$22.23	\$23.13	\$24.02	\$24.93
Mechanic in Training	\$21.34	\$22.23	\$23.13	\$24.02	\$24.93
Asst. Sewer Inp. Operator	\$21.34	\$22.23	\$23.13	\$24.02	\$24.93
Operator	\$23.73	\$24.93	\$26.09	\$27.29	\$28.67
Mechanic	\$23.73	\$24.93	\$26.09	\$27.29	\$28.67
Operator I	\$27.29	\$28.67	\$29.67	\$30.84	\$32.05
Mechanic I	\$27.29	\$28.67	\$29.67	\$30.84	\$32.05
Collection Operator I	\$27.29	\$28.67	\$29.67	\$30.84	\$32.05
Operator II	\$30.84	\$32.05	\$33.21	\$34.41	\$35.59
Mechanic II	\$30.84	\$32.05	\$33.21	\$34.41	\$35.59
Collection Operator II	\$30.84	\$32.05	\$33.21	\$34.41	\$35.59
Operator III	\$33.21	\$34.70	\$36.19	\$37.66	\$39.17
Mechanic III	\$33.21	\$34.70	\$36.19	\$37.66	\$39.17
Collections Operator III	\$33.21	\$34.70	\$36.19	\$37.66	\$39.17
Lead Operator	\$33.81	\$35.29	\$36.78	\$38.25	\$39.75
Lead Mechanic	\$33.81	\$35.29	\$36.78	\$38.25	\$39.75
Lead Collection Operator	\$33.81	\$35.29	\$36.78	\$38.25	\$39.75
Electrician	\$33.81	\$35.29	\$36.78	\$38.25	\$39.75
Maintenance Clerk	\$21.36	\$22.23	\$23.13	\$24.02	\$24.93
Administrative Assistant	\$29.66	\$30.17	\$30.84	\$31.44	\$32.05
Sewer Inspector Operator	\$32.04	\$33.21	\$34.41	\$35.59	\$36.99

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 is 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 Director in order to determine whether or not an employee is able to return to his/her assigned position. The Personnel Director will then forward his/her 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 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 commutation 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.

APPENDIX C

Tentative Agreement

SENIORITY LIST in accordance with Section 1 of ARTICLE 6, SENIORITY:

<u>Name</u>	<u>Seniority Date</u>
Brunt, Dean	9/22/1986
Sheridan, Michael	5/26/1987
Pullen, Thomas	7/16/1987
Magri, Mark	5/24/1988
DeMaio, Charles	9/6/1988
Marnerakis, Anastasio	11/15/1994
Skerritt, Paul	3/4/1996
Dahlgard, Patricia	8/25/1997
Wilkins, Calvin	3/8/1999
Cangiano, Luigi	1/25/2007
Festa, Ryan	7/28/2008
Aquilante, Francesco	3/1/2009
Zwadka, John	7/14/2010
Valerio, Teresa	1/31/2011
Karcher, Jim	2/28/2011
Idarola, Anthony	6/1/2011
Besciglia, Frank	6/26/2012
Butler, Paul	7/29/2013
Westry, Cedric	7/19/2012
Butler, Brian	7/9/2012
Morrissey, Patrick	3/31/2014
Simard, Robert	2/18/2014
O'Brien, Michael	5/19/2014
Crotta, Robert	9/15/2014

APPENDIX D

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