

PERSONAL LABOR AGREEMENT

This Agreement entered into among the City of West Haven (the "City"), Deborah Skerritt (the "Grievant") and the West Haven City Employees, Local 681, AFSCME (the "Union") on the 29 day of November, 2018.

WHEREAS, on July 16, 2018, the City issued an Employee Change of Status Report changing the Grievant's status from a forty (40) hour per week employee to a thirty five (35) hour per week employee; and

WHEREAS, the parties acknowledge Grievant is classified as A32 and is paid 35 + 5 hours per week.

WHEREAS, the Union grieved the issue on behalf of the Grievant, which grievance is pending before the State Board of Mediation and Arbitration as 2019-MA-0036; and

WHEREAS, the Union also filed a Complaint alleging the City engaged in a municipal prohibited practice ("MPP"), which MPP-33414 is pending before the State Board of Labor Relations; and

WHEREAS, the parties wish to amicably resolve their dispute relative to the above referenced grievance and MPP;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties, acting of their own free will, hereby agree as follows:

1. The City will be classified as a forty (40) hour per week employee through June 30, 2019.

2. The City will issue a new Employee Change of Status Report reflecting a change in Grievant's status from a thirty-five (35) hour per week employee to a forty (40) hour per week employee until June 30, 2019. Said change in status shall be retroactive to July 16, 2018.
3. Prior to June 30, 2019, the parties will bargain in good faith regarding the hours of work for A32 employees who are classified as 35 + 5 hours per week 12 months of the year.
4. The City shall make Grievant whole on all accruals/charges for PTO between July 16, 2018 and the date of execution of this Agreement.
5. The Grievant and the Union shall withdraw the grievance in this matter currently pending before the State Board of Mediation and Arbitration, Case # 2098-MA-0036, and MPP-33414 pending before the State Board of Labor Relations, with prejudice.
6. This Agreement is specific to this particular grievance and shall not be used as precedent in other matters.

By signing below, the parties agree they have read the Agreement, understand it, and enter into it in good faith.

West Haven City Employees, Local 681
AFSCME

BY 

Duly Authorized

BY 

Nancy Rossi, Mayor
Duly Authorized

Grievant

BY 

Deborah Skerritt

Comparison Between

35 + 5 hours vs. 40 hours

Difference between 35 + 5 hours and 40 hours is the following:

Monetarily, there is no difference from the weekly pay if they work a complete 40 hour week. During a week when they are sick, on vacation or have a holiday, you are only paying them seven (7) hours for those days instead of 8.

Vacations- the difference in making them 40 hours is the following:

Vivian, Debbie and Ginny are all at the top step of their A-32 classification and receive 5 weeks vacation. Doug receives 3 weeks vacation

When they are 35 +5, you would multiply their 5 weeks of vacation by 5 (35 x 5), this would total 175 hours.

At 40 hours you would multiply their 5 weeks of vacation by 5 (40 x 5), this would total 200 hours.

The difference would be 25 hours (5 hours more per week) multiplied at their rate of pay \$31.22. This would total \$780.50/year difference for each of the three.

In Doug Davis's case, he is presently at the second step or \$29.21 x 15 hours= \$438.15/year difference.

Holidays- (July 4, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas, New Year's, Martin Luther King, Presidents Day, Good Friday and Memorial Day)

Instead of 7 hours for the holiday it would be 8 hours, or a difference of 1 hour. Take the 12 holidays and multiply by the 1 extra hour (\$31.22) = \$374.64 (for Vivian, Debbie and Ginny)

1 extra hour (29.21) = \$350.52 (for Doug)

Personal Days (3) - 8 hours instead of 7, or a difference of 1 hour. Take 3 and multiply by

1 extra hour (\$31.22) = \$93.66 (for Vivian, Debbie and Ginny)

1 extra hour (\$29.21) = \$ 87.63 (for Doug)

Totals for the year-	$\$780.50 \times 3 =$	$\$2,341.50$
	$\$438.15 \times 1 =$	$\$438.15$
	$\$374.64 \times 3 =$	$\$1,123.92$
	$\$350.52 \times 1 =$	$\$350.52$
	$\$93.66 \times 3 =$	$\$280.98$
	$\$87.63 \times 1 =$	$\$87.63$

TOTAL $\$4622.70$ for the year for ALL the four employees

Sick Time Accruals- According to the Union contract Local# 681, for retirement purposes can accrue up to 120 days or 960 hours, as oppose to 840 hours for a 35 hour/week employee.

Present accruals:

Vivian 170.25 hours
 Debbie 955.00 hours
 Ginny 87.25 hours
 Doug 302.00 hours