

CONTRACT BETWEEN CITY OF WEST HAVEN AND
WEST HAVEN CITY EMPLOYEES, LOCAL 681, COUNCIL 4
AFSCME, AFL-CIO



Tentative Agreement
between
The City of West Haven
and
West Haven City Employees
Local 681, Council 4
AFSCME, AFL-CIO

October 12, 2023

The City of West Haven and West Haven City Employees, Local 681, Council 4, AFSCME, AFL-CIO, hereby reach a Tentative Agreement on the terms of a successor agreement to commence July 1, 2023. The negotiating committees for the City and Union agree to recommend that the Tentative Agreement be ratified.

City No. 2	<p>Article VII, Benefits, Premium Share, Section 7.1: 7/1/23 - 14% 7/1/24 - 15% 7/1/25 - 15.5%</p>
City No. 4	<p>Article XIII, Wages, Section 13.6 [NEW]: The Union agrees that the City may change from weekly pay in arrears to biweekly pay in arrears. In making this change, one weekly paycheck will be postponed to the following week, when employees will receive their first biweekly pay check. The parties agree that the paycheck transition will occur between March 1, 2024, and June 30, 2024, with 90 days advance notice by the City to the Union.</p> <p>The City agrees to pay employees a one-time payroll transition check of seven hundred and fifty (\$750) dollars in the first pay period of the 8 week transition period, or payable for the single week if they elect to skip one weekly paycheck.</p> <p>The City reserves the right to implement direct deposit with four weeks advance notice.</p>
City No. 6	<p>Article XVII, Sick Pay, Section 17.3: The City's revised proposal "a medical certificate, acceptable to the department supervisor, may be required for an employee on sick leave for three (3) or more consecutive workdays. 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.</p>
City No. 9	<p>Article XXIII, Grievance Procedures, Section 23.4:</p>

	The City will pay for no more than three (3) union members when used as a Grievance Committee during working hours.
City No. 10	Article XXX, Job Posting, Section 30.2: Probationary break-in period for vacancy to be filled by promotion shall be three (3) months.
City No. 11	Article XXXVI, Duration, Section 36.1: Contract expires on June 30, 2026.
City No. 13	Article VII, Benefits, Section 7.3 Longevity payments shall be issued by November 30.
Union No. 2	Article V, Seniority, Section 5.2: City Counter: Seven (7) days to accept recall. 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 seven (7) days 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.
Union No. 3	Article V, Seniority, Section 5.3: In the event of layoffs or elimination of jobs, there shall be bargaining unit wide bumping privileges. Such bumping privileges must be to a lateral or lower classification.
Union No. 6	Article VII, Pension Plan, Section 7.5: [delete healthcare containment cost measures]
Union No. 7	Article VII, Pension Plan, Section 7.6: City Counter: 7.6 The City shall provide a payment for employees that waive such coverage, in the amount of \$5,000. 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.
Union No. 9	Article VIII, Hours of Work, Section 8.8: The hours of work for the Administrative Assistant to the City Council Office will be thirty-five (35) hours per week.

Union No. 10	<p>Article IX, Overtime, Section 9.2: 9.2 Overtime must be authorized by the Department Head.</p> <p>The remaining proposed changes are rejected.</p>
Union No. 12	<p>Article X, Call-In, Section 10.4: Per MOU 10.4 Employees who are required by Management to be on stand-by call shall receive in addition to normal wages, thirty dollars (\$30.00) per night on weekdays and forty dollars (\$40.00) per night on weekends and holidays.</p>
Union No. 13	<p>Article X, Call-In, Section 10.5. Per MOU 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 forty (\$40.00) per weekday and fifty dollars (\$50.00) per weekend day for being on emergency standby when needed. A day for the purposes of emergency standby will run from 12:01 p.m. to midnight.</p>
Union No. 14	<p>Article X, Call-In, Section 10.8: 10.8 An employee who is scheduled to work contiguously after his/her regularly scheduled workday will be compensated for actual time worked.</p>
Proposal No. 15	<p>Article XI, Shift Premiums, Section 11.1: City Counter: 11.1 There shall be a shift differential of sixty cents (60¢) per hour for employees working the second shift normally 4:00 p.m. to 12:00 midnight. There shall be a shift differential of seventy-five cents (75¢) per hour for employees working the third shift, normally 12:00 midnight to 8:00 a.m.</p>
Proposal No. 16	<p>Article XV, Holiday Pay, Section 15.1: Add Juneteenth.</p>
Proposal No. 17	<p>Article XV, Holiday Pay, Section 15.3: 15.3 An employee on an unpaid leave of absence shall in no event be entitled to a paid holiday that falls within such a period of absence.</p>
Proposal No. 20	<p>Article XVII, Sick Pay, Section 17.1: 17.1 Effective upon ratification, earned sick leave with pay accumulated at the rate of one and one quarter (1 1/4) days per month.</p>
Proposal No. 21	<p>Article XVII, Sick Pay, Section 17.3: (See City No. 6)</p>

	<p>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. 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.</p>
Proposal No. 22	<p>Article XVII, Sick Pay, Section 17.4: 17.4 Supervisors, should they have reasonable suspicion of sick leave misuse, may investigate employee absences. An employee reasonably suspected of sick leave abuse may be required to bring in a doctor's note supporting his/her absence from work.</p>
Proposal No. 23	<p>Article XVII, Sick Pay, Section 17.6: (Layoff Language) <u>City Counter:</u> 17.6 Any employee covered by this Agreement who has a term of employment of three (3) 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.</p>
Proposal No. 24	<p>Article XVII, Sick Pay, Section 17.8: (as proposed) 17.8 Sick leave can be used to care for a sick spouse, domestic partner, child, step-child, parent, step-parent, or family member domiciled with the employee.</p>
Proposal No. 25	<p>Article XVIII, Special Leave and Death, Section 18.1: 18.1 A five (5) day special leave with pay shall be granted for a death in the employee's immediate family (Parent, Step-parent, Spouse, Domestic Partner, Children, Stepchildren, Sibling) for the purpose of attending a service or attending to other matters incident to the death. A three (3) day special leave with pay shall be granted for deaths of the following relatives: mother-in-law, father-in-law, brother-in-law, sister-in-law, Grandparents, Grandchildren, family member domiciled with the employee, the employee's Aunts, Uncles, Nieces and Nephews, Grandparents-in-law and Aunts/Uncles-in-law for the purpose of attending a service or attending to other matters incident to the death. Employees shall be granted one (1) day special leave to serve as a pallbearer.</p>
Proposal No. 26	<p>Article XVIII, Special Leave and Death, Section 18.2: 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. If the employee has an accumulated sick leave the survivor or estate shall receive the balance of his/her accumulated sick leave</p>

	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.
Proposal No. 28	<p>Article XIX, Retirement, Section 19.3(d)[NEW]:</p> <p>(d) An employee who does not possess the requisite years of service or age, as set forth above, may be credited with years of service or age by selling back to the City thirty (30) days of accumulated sick leave that would be paid on retirement under Section 19.2, for each year needed.</p>
Proposal No. 29	<p>Article XXIII, Grievance Procedures, Section 23.1:</p> <p>23.1 In the event that any differences arise between the City and the Union 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 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 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:</p> <p>Step 1 - A grievance shall be presented in the first instance to the appropriate supervisor. 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) work days. Should the supervisor fail to respond within five (5) workdays of receiving the grievance, it shall be deemed denied and the Union may proceed to Step 2.</p> <p>Step 2 - If a satisfactory settlement is not reached at the first step, within ten (10) work days of the Step 1 answer, the Union 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. Should the Labor Relations Director fail to respond within ten (10) workdays after receiving the grievance, it shall be deemed denied and the Union may proceed to Step 3.</p> <p>Step 3 - If a settlement of the grievance is not arrived at Step 2, the Union, 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.</p>

<p>Proposal No. 30</p>	<p>Article XXIV, Safety and Health, Section 24.6(a) <u>City Counter:</u> 24.6 (a) Employees who regularly drive City vehicles and who do not hold a CDL shall be subject to testing for illegal drugs, controlled substances and alcohol based on a standard of reasonable suspicion. 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. Drivers who are required to hold a CDL remain subject to the City's "DOT Drug and Alcohol Testing Policy," which includes random testing.</p> <p>(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.</p> <p>(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.</p>
<p>Proposal No. 31</p>	<p>Article XXX, Job Posting, §30.1 30.1 When a job vacancy exists through normal circumstances or by a new job classification, said job must be posted internally for a five (5) day period. A listing of the employees who have bid on the job will be submitted to the Department Head for consideration and evaluation, and said listing shall be shared with the Union. Said evaluation will be in accordance with job descriptions and shall include a review of the employee's work history, training, and other relevant characteristics. If two applicants are equally qualified to perform the duties of the job, preference shall be granted to the senior bargaining unit employee.</p> <p>If a temporary position is posted and a qualified internal candidate within the bargaining unit bids on it the successful candidate shall retain the step that he/she is presently at with the temporary job.</p> <p>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</p>

	<p>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.</p> <p>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.</p>
Proposal No. 32	<p>Article XXXIV, Education Assistance City Counter: 34.2 <u>Reimbursement.</u> The City will reimburse employees for actual allowable expense incurred to a maximum of four thousand (\$4,000) dollars per fiscal year.</p> <p>(a) Allowable expenses include tuition, books, lab fees, registration and fees.</p> <p>(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.</p>
Proposal No. 33	<p>Article XXXIII, Tool/Clothing Allowance, Section 33.1: [Adds the electrician's tool allowance] 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. Mechanics assigned to the City's garage and electricians will be reimbursed up to six hundred dollars (\$600) per year for tool purchases.</p>
Proposal No, 34	<p>Article XXXIII, Tool/Clothing Allowances, Section 33.2: [Note: there are two §33.2] City Counter: 33.2 All regularly assigned Public Works employees, except for the office support staff, administration and garage employees shall receive a three hundred dollar (\$300) per year clothing allowance in a separate check and be accountable for the expenditure of same to the Superintendent. Employee is responsible for purchasing his/her steel toed boots and any clothing not supplied by the City. There is no other boot allowance or credit.</p>
Proposal No. 37	<p>Article XIII, Wages, Section 13.1 City Counter: 13.1 Effective and retroactive to July 1, 2023, the City will agree to remove current Step 1, making the current Step 2 the new Step 1, etc. and adding a new</p>

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City No. 6	<p>Article XVII, Sick Pay, Section 17.3: The City's revised proposal "a medical certificate, acceptable to the department supervisor, shall <u>may</u> be required for an employee on sick leave for five-(5)-three (3) 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.</p>

City No. 9	Article XXIII, Grievance Procedures, Section 23.4: The City will pay for no more than four (4) <u>three (3)</u> union members when used as a Grievance Committee during working hours.
City No. 10	Article XXX, Job Posting, Section 30.2: Probationary break-in period for vacancy to be filled by promotion shall be three (3) months.
City No. 11	Article XXXVI, Duration, Section 36.1: Contract expires on June 30, 2026.
City No. 13	Article VII, Benefits, Section 7.3 <u>Longevity payments shall be issued by November 30.</u>
Union No. 2	Article V, Seniority, Section 5.2: City Counter: Seven (7) days to accept recall. 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 <u>seven (7) days</u> 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.
Union No. 3	Article V, Seniority, Section 5.3: There shall be i In the event of layoffs, phasing out of jobs, abolishment or <u>elimination</u> of jobs, <u>there shall be</u> bargaining unit wide bumping privileges. All bumps <u>Such bumping privileges</u> must be to a lateral or lower classification.
Union No. 6	Article VII, Pension Plan, Section 7.5: [delete healthcare containment cost measures] 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.

	<p>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.</p>
Union No. 7	<p>Article VII, Pension Plan, Section 7.6: City Counter: 7.6 The City shall provide a payment for employees that waive such coverage, in the amount of \$4,000<u>\$5,000</u>. 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.</p>
Union No. 9	<p>Article VIII, Hours of Work, Section 8.8: The hours of work for the Administrative Assistant to the City Council Office will be twenty-five (25)<u>thirty-five (35)</u> 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.</p>
Union No. 10	<p>Article IX, Overtime, Section 9.2: 9.2 It must be understood that o<u>Overtime</u> be employed only on the strictest of emergency conditions and must be totally authorized by the Department Head.</p> <p>The remaining proposed changes are rejected.</p>
Union No. 12	<p>Article X, Call-In, Section 10.4: Per MOU 10.4 Employees who are required by Management to be on stand-by call shall receive in addition to normal wages, twenty-thirty dollars (\$20<u>30</u>.00) per night on weekdays and thirty-forty dollars (\$30<u>40</u>.00) per night on weekends and holidays.</p>
Union No. 13	<p>Article X, Call-In, Section 10.5. Per MOU 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-forty (\$25<u>40</u>.00) per weekday and thirty-five-fifty dollars (\$35<u>50</u>.00) per weekend day for being on emergency standby when needed. <u>A day for the purposes of emergency standby will run from 12:01 p.m. to midnight.</u></p>

Union No. 14	Article X, Call-In, Section 10.8: 10.8 An employee who is scheduled to work contiguously after-to his/her regularly scheduled workday will be compensated for actual time worked.
Proposal No. 15	Article XI, Shift Premiums, Section 11.1: City Counter: 11.1 There shall be a shift differential of fifty-fivesixty cents (5560 ¢) 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-seventy-five cents (6075 ¢) per hour for employees working the third shift, normally 12:00 midnight to 8:00 a.m.
Proposal No. 16	Article XV, Holiday Pay, Section 15.1: Add Juneteenth.
Proposal No. 17	Article XV, Holiday Pay, Section 15.3: 15.3 An employee on <u>an unpaid</u> leave of absence shall in no event be entitled to a paid holiday that falls within such a period of absence.
Proposal No. 20	Article XVII, Sick Pay, Section 17.1: 17.1 <u>Effective upon ratification,</u> e Earned sick leave with pay accumulated at the rate of one <u>and one quarter (1 1/4) days</u> per month.
Proposal No. 21	Article XVII, Sick Pay, Section 17.3: (See City No. 6) 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.
Proposal No. 22	Article XVII, Sick Pay, Section 17.4: 17.4 Supervisors, <u>should they</u> have <u>reasonable suspicion of sick leave misuse,</u> the right to and are encouraged to may investigate employee absences to avoid abuse of the sick leave provision and to further prove authenticity of valid sick leave taken. An employee <u>reasonably</u> suspected of sick leave abuse may be required to bring in a doctor's note supporting his/her absence from work.
Proposal No. 23	Article XVII, Sick Pay, Section 17.6: (Layoff Language) City Counter: 17.6 Any employee covered by this Agreement who has a term of employment of seven (7) <u>three (3)</u> 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.
Proposal No. 24	Article XVII, Sick Pay, Section 17.8: (as proposed) 17.8 Sick leave can be used to care for a sick spouse, <u>domestic partner, or child, step-child, parent, step-parent, or family member domiciled with the employee, for a maximum of thirty (30) workdays in a contract year.</u>
Proposal No. 25	Article XVIII, Special Leave and Death, Section 18.1: 18.1 A five (5) day special leave with pay shall be granted for <u>a death in the employee's immediate family (Father, Stepfather, Mother, Stepmother, Parent, Step-parent, Spouse, Domestic Partner, Children, Stepchildren, Brother and Sister Sibling) for the purpose of attending a service or attending to other matters incident to the death.</u> A three (3) day special leave with pay (<u>day-of-the-wake, day-of-the-funeral-and-the-day-after-the-funeral</u>) shall be granted for deaths of the following relatives: mother-in-law, father-in-law, brother-in-law, sister-in-law, Grandparents, Grandchildren, <u>family member domiciled with the employee,</u> the employee's Aunts, Uncles, Nieces and Nephews, Grandparents-in-law and Aunts/Uncles-in-law <u>for the purpose of attending a service or attending to other matters incident to the death. Employees shall be granted one (1) day special leave to serve as a pallbearer.</u>
Proposal No. 26	Article XVIII, Special Leave and Death, Section 18.2: 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 <u>for four (4) consecutive weeks.</u> If the employee has an accumulated sick leave <u>totaling more than four (4) weeks pay</u> 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.
Proposal No. 28	Article XIX, Retirement, Section 19.3(d)[NEW]: <u>(d) An employee who does not possess the requisite years of service or age, as set forth above, may be credited with years of service or age by selling back to the City thirty (30) days of accumulated sick leave that would be paid on retirement under Section 19.2, for each year needed.</u>
Proposal No. 29	Article XXIII, Grievance Procedures, Section 23.1: 23.1 In the event that any differences arise between the City and the Union <u>or any employee</u> 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 <u>only</u> 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 be presented it in the first instance to ~~their steward. The steward, with or without the employee(s) shall discuss the grievance with their appropriate~~ 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. Should the supervisor fail to respond within five (5) workdays of receiving the grievance, it shall be deemed denied and the Union may proceed to Step 2.

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. Should the Labor Relations Director fail to respond within ten (10) workdays after receiving the grievance, it shall be deemed denied and the Union may proceed to Step 3.

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.~~

<p>Proposal No. 30</p>	<p>Article XXIV, Safety and Health, Section 24.6(a) City Counter: 24.6 (a) Employees who regularly drive City vehicles <u>and who do not hold a CDL</u> shall be subject to <u>random-testing</u> for illegal drugs, controlled substances and alcohol <u>based on a standard of reasonable suspicion</u>. 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. <u>Drivers who are required to hold a CDL remain subject to the City's "DOT Drug and Alcohol Testing Policy," which includes random testing.</u></p> <p>(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.</p> <p>(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.</p>
<p>Proposal No. 31</p>	<p>Article XXX, Job Posting, §30.1 30.1 When a job vacancy exists through normal circumstances or by a new job classification, said job must be posted <u>internally</u> for a five (5) day period. A listing of the <u>bidders-employees who have bid on the job</u> will be submitted to the Department Head for <u>consideration and evaluation, and said listing shall be shared with the Union</u>. Said evaluation will be in accordance with job descriptions <u>and shall include a review of the employee's work history, training, and other relevant characteristics</u>. If two applicants are equally qualified to perform the duties of the job, preference shall be granted to the senior bargaining unit employee.</p> <p><u>If a temporary position is posted and a qualified internal candidate within the bargaining unit bids on it the successful candidate shall retain the step that he/she is presently at with the temporary job.</u></p> <p>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.</p>

	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.
Proposal No. 32	<p>Article XXXIV, Education Assistance City Counter: 34.2 <u>Reimbursement.</u> The City will reimburse employees for actual allowable expense incurred to a maximum of three-four thousand (\$3,000\$4,000) dollars per fiscal year.</p> <p>(a) Allowable expenses include tuition, books, lab fees, registration and fees.</p> <p>(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.</p>
Proposal No. 33	<p>Article XXXIII, Tool/Clothing Allowance, Section 33.1: [Adds the electrician's tool allowance] 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. <u>Mechanics assigned to the City's garage and electricians will be reimbursed up to six hundred dollars (\$600) per year for tool purchases.</u></p>
Proposal No. 34	<p>Article XXXIII, Tool/Clothing Allowances, Section 33.2: [Note: there are two §33.2] City Counter: 33.2 All regularly assigned Public Works employees, except for the office support staff, administration and garage employees shall receive a one-three hundred and-fifty dollar (\$150\$300) per year clothing allowance in a separate check and be accountable for the expenditure of same to the Superintendent. <u>Employee is responsible for purchasing his/her steel toed boots and any clothing not supplied by the City. There is no other boot allowance or credit.</u></p> <p>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.</p>

WEST HAVEN CITY EMPLOYEES LOCAL 681, COUNCIL 4, AFSCME, AFL-CIO

-and-

THE CITY OF WEST HAVEN

West Haven 0.00% 0.00% 0.00% 0.00% 1.00% 2.00%

Town Hall	2017	2018	2019	2020	2021	2022	2023	2024	2025
Ansonia				1%/1%	1.25%/1.25%	2.00%	2.25%	2.00%	
Danbury				0.00%	2.00%	2.50%			
Derby			0.00%	2.00%	2.00%	2.25%			
East Hartford					2.00%	2.00%	2.00%	2.00%	
Mansfield					2.75%	2.50%	2.50%		
Meriden					2.00%	2.00%	2.05%	2.10%	
Milford			2.25%	2.25%	2.25%	2.50%	2.50%		
Naugatuck		2%/1.5%	2.00%	2.00%	2.00%				
New Haven				3.00%	3.00%	3.00%	3.00%	3.00%	
New London						3.00%	3.00%	3.00%	3.00%
Norwalk				1.25%/1.10%	1.25%/1.10%	1.25%/1.10%	1.25%/1.10%		
Norwich		2.00%	2.00%	2.25%	2.25%	3.35%	3.00%	2.75%	
Orange						3.00%	2.75%	3.00%	
Plainfield				1.75%	2.25%	2.25%	2.50%		
Stamford	2.00%	2.00%	0.00%	1.25%/1.25%	1.25%/1.25%	2.50%	3.00%	3.00%	
Torrington					2.00%	2.50%	2.25%	2.50%	
AVERAGE	2.00%	2.00%	1.25%	1.89%	2.23%	2.53%	2.57%	2.59%	3.00%

DPW	2017	2018	2019	2020	2021	2022	2023	2024	2025
Ansonia					2.50%	3.00%	3.00%	2.50%	2.50%
Danbury				1.50%	2.00%	2.25%	2.50%	2.50%	
Derby					1.50%	1.50%	2.00%	2.50%	
East Hartford					2.00%	\$2/2%	\$1/1.25%	\$1/2%	
Mansfield					2.75%	2.50%	2.50%		
Meriden			1.85%	2.00%	2.00%	2.00%			
Milford			2.00%	2.25%	2.25%	2.50%			
Naugatuck						2.50%	2.50%	2.50%	2.50%
New Haven	2.50%	2.50%	2.25%	2.50%					
New London						3.00%	3.00%	3.00%	2.00%
Norwalk				1.25%/1.10%	1.25%/1.10%	1.25%/1.10%	1.25%/1.10%		
Norwich						3.35%	3.00%	2.75%	
Orange					2.25%	2.25%	2.25%		
Plainfield					1.75%	2.00%	2.25%		
Stamford				*/1%	1.25%/1.25%	1.25%/1.25%	1.25%/1.25%	2.25%	
Torrington					2.00%	2.00%	2.00%	2.25%	
AVERAGE	2.50%	2.50%	2.03%	2.06%	2.10%	2.40%	2.50%	2.53%	2.33%

July / January wage increases

East Hartford - \$ amount plus GWI in July

comparable contracts 4875-5611-8912 v.1.xlsx

Summary of Cost/(Savings): Agreement Between City of West Haven and West Haven City Employees, AFSCME Local 681, Council 4

General Topic	Change	Fiscal Impact		
		FY 23-24	FY 24-25	FY 25-26
Wages	General Wage Increases %	2.5%	2.5%	2.5%
	Cost of General Wage Increase in \$	\$ 156,577	\$ 131,235	\$ 134,546
	Cost of Step Yearly Increment Changes in \$	\$ 88,170	\$ 21,334	\$ 15,282
Healthcare	No change to Plan			
Health Premium Cost Share	Current employee share	14%	14%	14%
	Proposed employee share	14%	15%	15.5%
	Impact	\$ -	\$ (19,376)	\$ (29,064)
	Waiver Payment Increase \$4,000 to \$5,000 (10 Employees)	\$ 10,000	\$ 10,000	\$ 10,000
	Projected Cost/(Savings)	\$ 10,000	\$ (9,376)	\$ (19,064)
	Net Annual Impact	\$ 254,748	\$ 143,194	\$ 130,764
Other Measures				
Switch to BiWeekly Payroll	One-time \$750 Stipend Cost/(Savings)	\$ -	\$ 69,750	\$ -
Switch to BiWeekly Payroll	Cost/(Savings) Weekly ADP processing * 26 payrolls		\$ (19,997)	\$ (19,997)
Mechanics tool Allowance	Cost/(Savings) (5 Mechanics \$600 per year)	\$ 3,000	\$ 3,000	\$ 3,000
Standby Call	Cost/(Savings) (increase \$10/shift 13 mechanics and other, 3 storms)	\$ 390	\$ 390	\$ 390
Standby Call - CDL	Cost/(Savings) (increase \$15/shift 25 CDL Drivers, 3 storms)	\$ 1,125	\$ 1,125	\$ 1,125
	Total Contractual Impact	\$ 255,873	\$ 194,072	\$ 111,893
	Total Contractual Impact on 5-Year Plan	\$ 113,337	\$ 67,749	\$ (11,026)

Notes:

The contractual impact on the 5-Year Plan is covered in Unallocated Contingencies.

**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, 2026

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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 seven (7) days 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 In the event of layoffs or elimination of jobs, there shall be bargaining unit wide bumping privileges. Such bumping privileges 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, 2023, the employee's premium cost sharing for the Connecticut Partnership Plan 2.0 shall be 14%.

Effective on July 1, 2024, the employee's premium cost sharing for the Connecticut Partnership Plan 2.0 shall be 15%.

Effective on July 1, 2025, the employee's premium cost sharing for the Connecticut Partnership Plan 2.0 shall be 15.5%.

- * 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 issued by November 30 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 provide a payment for employees that waive such coverage, in the amount of \$5,000. 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.

7.6 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 thirty-five (35) hours per week.

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 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 Overtime must be 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.

9.3 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.

9.4 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, thirty dollars (\$30.00) per night on weekdays and forty dollars (\$40.00) 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 forty dollars (\$40.00) per weekday and fifty dollars (\$50.00) per weekend day for being on emergency standby when needed. A day for the purposes of emergency standby will run from 12:01 a.m. to midnight.

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 contiguously after 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 sixty cents (60¢) per hour for employees working the second shift normally 4:00 p.m. to 12:00 midnight. There shall be a shift differential of seventy-five cents (75¢) 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)

Employee Contributions (2% - 25%)	City Contribution
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 Effective and retroactive to July 1, 2023, the City will agree to remove current Step 1, making the current Step 2 the new Step 1, etc. and adding a new Step 4 at two and one-half percent (2.5%) above the current Step 4. In addition to the new steps, the City will pay a general wage increase as follow:

Effective and retroactive to July 1, 2023, a one and three-quarters percent (1.75%) increase will be granted to all bargaining unit employees.

Effective July 1, 2024, a two and one-half percent (2.5%) increase will be granted to all bargaining unit employees.

Effective July 1, 2025, a two and one-half percent (2.5%) 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.

- 13.6 Any employee covered by this Agreement when required to work more than ten (10) hours shall be granted a meal allowance of \$15.00.

- 13.7 The Union agrees that the City may change from weekly pay in arrears to biweekly pay in arrears. In making this change, one weekly paycheck will be postponed to the following week, when employees will receive their first biweekly pay check. The parties agree that the paycheck transition will occur between March 1, 2024, and June 30, 2024, with 90 days advance notice by the City to the Union.

The City agrees to pay employees a one-time payroll transition check of seven hundred and fifty (\$750) dollars in the first pay period of the transition period.

The City reserves the right to implement direct deposit with four weeks advance notice.

**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
Juneteenth	Christmas Day
Independence 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 an unpaid 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 Effective upon ratification, earned sick leave with pay shall be accumulated at the rate of one and one-quarter (1 ¼) days 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, may be required for an employee on sick leave for three (3) or more consecutive workdays. 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, should they have reasonable suspicion of sick leave misuse, may investigate employee absences. An employee reasonably 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 three (3) 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, domestic partner, child, step-child, parent, step-parent, or family member domiciled with the employee.

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 a death in the employee's immediate family (Parent, Step-parent, Spouse, Domestic Partner, Children, Stepchildren, Sibling) for the purpose of attending a service or attending to other matters incident to the death. A three (3) day special leave with pay shall be granted for deaths of the following relatives: mother-in-law, father-in-law, brother-in-law, sister-in-law, Grandparents, Grandchildren, family member domiciled with the employee, the employee's Aunts, Uncles, Nieces and Nephews, Grandparents-in-law and Aunts/Uncles-in-law for the purpose of attending a service or attending to other matters incident to the death. Employees shall be granted one (1) day special leave to serve as a pallbearer.

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. If the employee has an accumulated sick leave 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.
- (d) An employee who does not possess the requisite years of service or age, as set forth above, may be credited with years of service or age by selling back to the City thirty (30) days of accumulated sick leave that would be paid on retirement under Section 19.2, for each year needed.

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 1st of each year.

20.7 When taking 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 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 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 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 - A grievance shall be presented in the first instance to the appropriate supervisor. 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) work days. Should the supervisor fail to respond within five (5) workdays of

receiving the grievance, it shall be deemed denied and the Union may proceed to Step 2.

Step 2 - If a satisfactory settlement is not reached at the first step, within ten (10) work days of the Step 1 answer, the Union 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. Should the Labor Relations Director fail to respond within ten (10) workdays after receiving the grievance, it shall be deemed denied and the Union may proceed to Step 3.

Step 3 - If a settlement of the grievance is not arrived at Step 2, the Union, 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.

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 three (3) 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 and who do not hold a CDL shall be subject to testing for illegal drugs, controlled substances and alcohol based on a standard of reasonable suspicion. 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. Drivers who are required to hold a CDL remain subject to the City's "DOT Drug and Alcohol Testing Policy," which includes random testing.

(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 internally for a five (5) day period. A listing of the employees who have bid on the job will be submitted to the Department Head for consideration and evaluation, and said listing shall be shared with the Union. Said evaluation will be in accordance with job descriptions and shall include a review of the employee's work history, training, and other relevant characteristics. If two applicants are equally qualified to perform the duties of the job, preference shall be granted to the senior bargaining unit employee.

If a temporary position is posted and a qualified internal candidate within the bargaining unit bids on it the successful candidate shall retain the step that he/she is presently at with the temporary job.

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 three (3) months. 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 and electricians 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. Mechanics assigned to the City's garage and electricians will be reimbursed up to six hundred dollars (\$600) per year for tool purchases.

33.2 All regularly assigned Public Works employees, except for the office support staff, administration and garage employees shall receive a three hundred dollar (\$300) per year clothing allowance in a separate check and be accountable for the expenditure of same to the Superintendent. Employee is responsible for purchasing his/her steel toed boots and any clothing not supplied by the City. There is no other boot allowance or credit

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 four thousand (\$4,000) 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, 2026.

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
14 day of May, 2024.

CITY OF WEST HAVEN

By [Signature]

Mayor

By [Signature]
Jennifer Daddio
Director of Personnel and Labor Relations

LOCAL 681, COUNCIL 4,
AFSCME, AFL-CIO

By [Signature]
Its President

By _____
Gary Brochu
Staff Representative

By _____

By _____

By _____

By _____

By _____

By _____

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



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.

City of West Haven

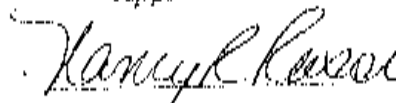
APPENDIX C

Subject:

Approval:

Effective:

Dress Code Policy


Nancy R. Rossi, Mayor

August 1, 2005

Reaffirmed: 8/2/18

PURPOSE

To establish consistent and appropriate guidelines related to personal appearance and attire for City employees. This policy shall apply to all City employees.

POLICY

It shall be the responsibility of all employees to represent the City to the public in a manner suitable to a quality public service environment. Employees should always be well groomed and appropriately attired.

Dress attire should be conducive to a professional environment, maintain office decorum and enable the employee to interact with citizens, visitors and fellow employees in a professional manner. Dress attire should not be distracting or disrespectful of other employees, and should be consistent with the duties and assignments of each employee.

The following items are examples of the types of dress that do not meet our objective of presenting a professional image to the public:

- * Shorts of any kind, T-shirts (without collars), tights, sweat pants, jogging or warm up suits and other clothing more suitable for a gym, unless the type of dress is directly related to the employee's job assignment or a special event.
- * Torn, frayed, cut-off or ripped clothing or any description.
- * Denim jeans of any color (unless approved by the Department Head for a special event or assignment).
- * Boat shoes without socks, sneakers (unless medically required).
- * Articles with any writing which is derogatory, insulting, or otherwise disrespectful to members of our diverse work force.
- * Tank tops, tight, immodest or otherwise revealing clothing.

The employee's supervisor will discuss the subject of personal appearance with the employee if it is felt that correction is required. Anyone wearing the above clothing may be asked to return home and change. Repeated offenses will be subject to disciplinary actions.

Increase	Job Code	Position	JULY 1, 2023 - ADDED STEP			
			NEW STEP 1 0.025	NEW STEP 2 0.025	NEW STEP 3 0.025	NEW STEP 4 0.025
	A1	CUSTODIANS	12.85	14.16	14.97	15.34
	A10	ASSESSOR'S AID II	22.30	23.61	24.39	25.00
	A10A	CASHIER II	22.30	23.61	24.39	25.00
	A10B	CLERK TYPIST I	22.30	23.61	24.39	25.00
	A10C	SWITCHBOARD OPERATOR I	22.30	23.61	24.39	25.00
	A10D	CLK. TYP. II/CODE ENF. REDEV.	22.30	23.61	24.39	25.00
	A10E	ADMINISTRATIVE CLERK - ENG.	22.30	23.61	24.39	25.00
	A10E	ADMINISTRATIVE CLERK - SENIORS	22.30	23.61	24.39	25.00
	A10G	ADMINISTRATIVE CLERK - OPERATIONS	22.30	23.61	24.39	25.00
	A11	ADMIN. CLK. FIN. A	22.63	23.95	24.74	25.36
	A11A	RECORD CLERK III - P.D.	22.63	23.95	24.74	25.36
	A11B	POLICE RECORDS CLERK	22.63	23.95	24.74	25.36
	A11C	SITE ATTENDANT	22.63	23.95	24.74	25.36
	A13	ASSESSOR'S AID I	23.08	24.39	25.18	25.81
	A13A	SECRETARY II	23.08	24.39	25.18	25.81
	A13B	ASSESSMENT CLERK	23.08	24.39	25.18	25.81
	A14	CRIME ANALYST II	23.52	24.84	25.61	26.26
	A14A	ACCOUNTING CLERK II	23.52	24.84	25.61	26.26
	A14B	DATA PROCESSING OPR. II	23.52	24.84	25.61	26.26
	A14C	RECORD CLERK II	23.52	24.84	25.61	26.26
	A14D	DISPATCHER AIDE	23.52	24.84	25.61	26.26
	A14E		23.52	24.84	25.61	26.26
	A14F	ADMIN. CLERK I-FINANCE	23.52	24.84	25.61	26.26
	A14G	RECORD CLERK III-TRAFFIC	23.52	24.84	25.61	26.26
	A14H	ARREST RECORD CLERK	23.52	24.84	25.61	26.26
	A14I	CRIME STATISTIC CLERK	23.52	24.84	25.61	26.26
	A14J	TRAFFIC DIVISION RECORD CLERK	23.52	24.84	25.61	26.26
	A15	CASHIER CLERK SENIOR	23.69	25.01	25.80	26.45
	A16	ADMINISTRATIVE CLERK/HUMAN RESOUR	23.94	25.08	26.24	26.89
	A16A	ADMINISTRATIVE CLERK/PUBLIC WORKS	23.94	25.08	26.24	26.89
	A17	ACCOUNTING CLERK I	24.39	25.73	26.49	27.16
	A17A	DATA PROCESSING OPR. I	24.39	25.73	26.49	27.16
	A17B	COMPUTER OPR. II-POLICE	24.39	25.73	26.49	27.16
	A17C	CASHIER CLERK I-TAX	24.39	25.73	26.49	27.16
	A17D	ADMIN. CLK. FIN. II	24.39	25.73	26.49	27.16
	A17E	ACCT. PAYROLL CLK-P.D.	24.39	25.73	26.49	27.16
	A17F	MAIL/ACCOUNT CLERK	24.39	25.73	26.49	27.16
	A17G	BANK RECONCILIATION CLERK	24.39	25.73	26.49	27.16
	A17H	REVENUE COLLECTION CLERK	24.39	25.73	26.49	27.16
	A18	CLAIMS CLERK-WELFARE	24.58	25.87	26.67	27.34
	A18A	SECRETARY/COMPUTER OPR.	24.58	25.87	26.67	27.34
	A18B	SECRETARY I	24.58	25.87	26.67	27.34
	A18C	CLK. LEGISLATIVE COUNCIL	24.58	25.87	26.67	27.34
	A18D	SECRETARY - PUBLIC WORKS	24.58	25.87	26.67	27.34
	A18E	HOSP. CLAIMS REVIEWER	24.58	25.87	26.67	27.34
	A18F	CLAIM VERIFICATION CLK.	24.58	25.87	26.67	27.34
	A18G	ADMIN. CLERK-WELFARE	24.58	25.87	26.67	27.34
	A18H	WELFARE ACCOUNT CLERK	24.58	25.87	26.67	27.34
	A18I	ADMINISTRATIVE SECRETARY/HWY-FM	24.58	25.87	26.67	27.34
	A18J	ADMINISTRATIVE SECRETARY/P.REC.	24.58	25.87	26.67	27.34
	A18K	ADMINISTRATIVE SECRETARY/PLAN.	24.58	25.87	26.67	27.34
	A18L	ADMINISTRATIVE SECRETARY/POLICE	24.58	25.87	26.67	27.34
	A18M	ADMINISTRATIVE SECRETARY/PW	24.58	25.87	26.67	27.34
	A18O	ADMINISTRATIVE SECRETARY/HR	24.58	25.87	26.67	27.34
	A18P	ADMINISTRATIVE SECRETARY/ADC	24.58	25.87	26.67	27.34
	A19	RECEPTIONIST-STENO I	24.74	26.06	26.84	27.51
	A19A	OFFSET PRINTING OPR.	24.74	26.06	26.84	27.51
	A19B	SECRETARY-STENO II	24.74	26.06	26.84	27.51
	A19C	ADM. SEC./MED. CLAIM PROC.	24.74	26.06	26.84	27.51
	A21	ASSESSOR'S AID SENIOR	25.27	26.60	27.37	28.06
	A21	CRIME ANALYST I AND SOFTWARE SUPPORT	25.27	26.60	27.37	28.06
	A21A	DATA PROCESSING OPR. SR.	25.27	26.60	27.37	28.06
	A21B	ACCOUNTING CLERK-SENIOR	25.27	26.60	27.37	28.06
	A21C	ADMINISTRATIVE ASST. II	25.27	26.60	27.37	28.06
	A21D	CASHIER CLERK-CHIEF	25.27	26.60	27.37	28.06
	A21E	ADMIN. CLK. FIN. III	25.27	26.60	27.37	28.06
	A21F	PAYROLL CLK. FIN. III	25.27	26.60	27.37	28.06
	A21G	PREVENTIVE MAINT. PERSON	25.27	26.60	27.37	28.06
	A21H	SECRETARY - TAX	25.27	26.60	27.37	28.06
	A21I	ACCOUNTS CLERK I-PURCHASING	25.27	26.60	27.37	28.06
	A21J	DATA ENTRY OPERATOR	25.27	26.60	27.37	28.06
	A21K	ASSESSMENT TECHNICIAN	25.27	26.60	27.37	28.06
	A21L	ADMINISTRATIVE CLERK/FINANCE	25.27	26.60	27.37	28.06
	A21M	PURCHASING SECRETARY	25.27	26.60	27.37	28.06
	A21N	SENIOR REVENUE COLLECTION CLERK	25.27	26.60	27.37	28.06

CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same Expanded Access plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of-network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and or visit osc.ct.gov/ctpartner.

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) Waived for HEP-compliant members	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay after you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays ¹ ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity) Office Visit Outpatient or Inpatient Hospital Care	\$15 copay \$0	20% of allowable UCR* charges 20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment **Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 \$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year) Deductible plus Coinsurance (30 visits per Calendar Year)

*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

When you need information about your benefits...

CareCompass.CT.gov is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at **carecompass.quantum-health.com**, or by clicking Sign In on the Care Compass home page
- To view forms, visit **CareCompass.CT.gov/forms**, or click the Forms button at the bottom of the Care Compass home page.

When you need benefits support...

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

Earn incentives

The state of Connecticut has identified providers that meet the highest patient care standards for specific procedures and conditions as “Providers of Distinction”. By completing your care with a designated “Provider of Distinction”, you will receive a cash incentive in the mail.

To view a full list of procedures and incentives, visit **CareCompass.CT.gov/providersofdistinction**. Note: The amount of the reward varies by procedure or condition.

When you need to find the best provider or to find a location for a routine lab test...

Visit **osc.ct.gov/ctpartner** then scroll to **Find Providers**.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool**.

When you're injured...

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass.CT.gov/orthopedics**.

Help Managing and Reversing Diabetes

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

Help Preventing Diabetes

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit **CareCompass.CT.gov/diabetes**.

Prescription Drugs	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

** Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

A drug’s tier placement is determined by Caremark’s Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark’s Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note “dispense as written” on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State’s Maintenance Drug Network (see the list of participating pharmacies on www.osc.ct.gov/ctpartner) and scroll down to Pharmacy under Benefit Summaries.)

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). **Here are the 2024 HEP Requirements:**

2024 PREVENTIVE SCREENINGS	Dependent Requirements	Employee and Spouse Requirements				
	6-26 years	18-29 years	30-39 years	40-49 years	50-64 years	65+ years
Preventive Visit <small>(Changing to every 2 years for all ages in 2025)</small>		Every 3 years		Every 2 years		
Dental Cleaning	At least 1 per year	At least 1 per year				
Cholesterol Screening		Every 5 years (age 20+)				
Breast Cancer Screening <small>(for women) (Changing to every 2 years for women age 40+ in 2025)</small>		N/A		1 mammogram between ages 45-49	As recommended by your doctor	
Cervical Cancer Screening <small>(for women)</small>		Pap every 3 years (age 21+)	Pap only every 3 years or Pap/HPV combo every 5 years			N/A
Colorectal Cancer Screening		N/A		Colonoscopy every 10 years (45+), Cologuard screening every 3 years, or Annual FIT/FOBT to age 75		

To check your Health Enhancement Program compliance status, visit CareCompass.CT.gov, then [sign in](#) or [register](#) for your Quantum Health benefits portal. To view your status, click the [My Health](#) tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at carecompass.quantum-health.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Send a secure message to a Care Coordinator for benefits assistance
- *Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.*

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.

Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner
860-702-3560

General benefit questions, Medical, and Health Enhancement Program (HEP)

Quantum Health
CareCompass.CT.gov or login to your benefits portal from Care Compass
833-740-3258

Prescription drug benefits

CVS Caremark
CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass
1-800-318-2572

Dental and Vision Rider benefits (if applicable)

Cigna
CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass
1-800-244-6224

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

Increase	Job Code	Position	JULY 1, 2023 - ADDED STEP			
			NEW STEP 1 0.025	NEW STEP 2 0.025	NEW STEP 3 0.025	NEW STEP 4 0.025
	A21O	ADMINISTRATIVE SECRETARY/TAX	25.27	26.60	27.37	28.06
	A21P	ADMINISTRAT SECRETARY/ELDERLY SVCS.	25.27	26.60	27.37	28.06
	A21Q	POLICE RECORDS RM. FRONT WIND. CLERK	25.27	26.60	27.37	28.06
	A21R	POLICE FRONT DESK CLERK	25.27	26.60	27.37	28.06
	A21S	POLICE MAIN DESK CLERK	25.27	26.60	27.37	28.06
	A21T	Asst. Public Health	25.27	26.60	27.37	28.06
	A21U	ADMINISTRATIVE SECRETARY/RECREATION	25.27	26.60	27.37	28.06
	A21V	ADMINISTRATIVE CLERK - CLERICAL FLOATER	25.27	26.60	27.37	28.06
	A22	PROGRAM ACCT. CLERK	26.07	27.20	28.34	29.04
	A24	DRIVER/LABORER/OPER.-TREE	26.94	28.25	29.04	29.77
	A24	REV COLLECTION ANALYST II	26.94	28.25	29.04	29.76
	A24A	SECRETARY - HEALTH	26.94	28.25	29.04	29.77
	A24B	COMPUTER OPERATOR I	26.94	28.25	29.04	29.77
	A24C	POLICE COMPUTER OPERATOR	26.94	28.25	29.04	29.77
	A24D	COMPSTAT - CRIME DATA COORD/PD	26.94	28.25	29.04	29.77
	A25	SECRETARY-STENO I	27.02	28.34	29.12	29.84
	A25B	WELFARE PROGRAM COORD.	27.02	28.34	29.12	29.84
	A25C	EMPLOYABILITY COORDINATOR	27.02	28.34	29.12	29.84
	A25D	HUMAN RESOURCE ASSISTANT II	27.02	28.34	29.12	29.84
	A25E	ADMIN.ASST./ENERGY ASSISTANCE	27.02	28.34	29.12	29.84
	A26	ASSESSMENT ANALYST	27.97	29.30	30.11	30.86
	A27	ACCT.CLK. IV-PURCH	28.34	29.65	30.44	31.20
	A27A	ACCT. CLK. V FIN. REC.	28.34	29.65	30.44	31.20
	A27B	ADMIN. CLK.V-FINANCE	28.34	29.65	30.44	31.20
	A27C	ACCOUNTS RECEIVABLE CLERK	28.34	29.65	30.44	31.20
	A30	PUB.RELATION INFOR COORD.	32.01	33.34	34.64	35.51
	A32	BUILDING DEPT SECRETARY	30.84	32.15	32.97	33.79
	A32	TRANSITPERSON	30.84	32.15	32.97	33.79
	A32	REV COLLECTION ANALYST I	30.83	32.14	32.96	33.78
	A32	LEAD CRIME ANALYST	30.83	32.14	32.96	33.78
	A32A	LEGAL SECRETARY	30.84	32.15	32.97	33.79
	A32AA	ADMINISTRATIVE SPEC. - PD	30.84	32.15	32.97	33.79
	A32B	ADM. ASST./PURCHASING	30.84	32.15	32.97	33.79
	A32C	ACCOUNTS CLK.-FINANCE-BENEFITS	30.84	32.15	32.97	33.79
	A32D	ACCT.CLK. V FIN. PAY.	30.84	32.15	32.97	33.79
	A32E	ADMIN.ASST. I	30.84	32.15	32.97	33.79
	A32F	CHIEF INVEST. WELFARE	30.84	32.15	32.97	33.79
	A32G	ENGINEERING TECHNICIAN	30.84	32.15	32.97	33.79
	A32H	GROUP INSURANCE COORD. I	30.84	32.15	32.97	33.79
	A32I	HUMAN RES. PROG. AIDE	30.84	32.15	32.97	33.79
	A32J	POLICE BENEFITS COORD.	30.84	32.15	32.97	33.79
	A32K	TIMEKEEPER/ADMIN.AID	30.84	32.15	32.97	33.79
	A32L	SENIOR CASEWORKER	30.84	32.15	32.97	33.79
	A32M	LEAD OPR/DATA PROCESSING	30.84	32.15	32.97	33.79
	A32N	PERSONNEL OFFICE ASSISTANT	30.84	32.15	32.97	33.79
	A32P	PAYROLL ASSISTANT/FINANCE	30.84	32.15	32.97	33.79
	A32Q	ASSESSMENT DATA ENTRY SPEC.	30.84	32.15	32.97	33.79
	A32R	PRINTER	30.84	32.15	32.97	33.79
	A32S	CITY COUNCIL OFFICE ADMIN.	30.84	32.15	32.97	33.79
	A32T	BENEFITS ACCOUNTING CLERK	30.84	32.15	32.97	33.79
	A32U	ACCOUNTS PAYABLE CLERK	30.84	32.15	32.97	33.79
	A32V	ADMINISTRATIVE ASSISTANT/H. RES.	30.84	32.15	32.97	33.79
	A32W	ASSISTANT TO TAX COLLECTOR	30.84	32.15	32.97	33.79
	A32X	EXECUTIVE SECRETARY/CORP. COUNSEL	30.84	32.15	32.97	33.79
	A32Y	HUMAN RESOURCE ASSISTANT I	30.84	32.15	32.97	33.79
	A32Z	RECORD CLERK/CITY CLERK	30.84	32.15	32.97	33.79
	A33	PERSONNEL GENERALIST	31.73	33.06	33.93	34.78
	A34A	TITLE SEARCHER I	31.06	32.24	33.16	33.99
	A34B	CORP.COUNSEL OFFICE INVEST.	32.68	33.54	34.22	35.08
	A34C	CHIEF OF PARTY-SURVEY	32.68	33.54	34.22	35.08
	A34D	INTERNAL AUDITOR II	32.68	33.54	34.22	35.08
	A34E	INTERNAL AUDITOR II FINANCE	34.92	35.77	36.46	37.37
	A34F	IT HELP DESK TECHNICIAN	34.44	35.30	36.01	36.91
	A35	WELFARE INVESTIGATOR	25.60	26.33	27.68	28.37
	A35A	ASSISTANT ASSR.	32.01	33.33	34.64	35.51
	A35B	CASEWORKER	25.60	26.33	27.68	28.37
	A35C	HUMAN RESOURCE AIDE III	25.60	26.33	27.68	28.37
	A36	CHIEF ACCOUNTING CLERK	36.40	38.02	39.59	40.58
	A36A	ACCOUNTANT FIN. VI	36.40	38.02	39.59	40.58
	A37	HRIS/BENEFITS ADMINISTRATOR	40.30	41.11	42.28	43.34
	A38	PARALEGAL	31.22	32.56	33.94	34.78
	A4	CERTIFIED NURSE AIDE	20.36	21.72	22.52	23.09
	A4A	CLERK TYPIST II	21.62	22.97	23.80	24.39
	A5	COOK	21.62	22.97	23.80	24.39
	A5A	SENIOR CENTER AIDE	21.62	22.97	23.80	24.39

Increase	Job Code	Position	JULY 1, 2023 - ADDED STEP			
			NEW STEP 1 0.025	NEW STEP 2 0.025	NEW STEP 3 0.025	NEW STEP 4 0.025
	A5B	CENTRAL SERVICE CLERK	21.62	22.97	23.80	24.39
	A7	SWITCHBOARD/RELIEF OPERATOR	21.42	22.73	23.52	24.11
	B16	LANDFILL ATTENDANT	23.95	25.08	26.23	26.88
	B16A	HIGHWAY LABORER	23.95	25.08	26.23	26.88
	B16B	LABORER - WPCP	23.95	25.08	26.23	26.88
	B16C	WATCHPERSON/GAS ATTENDANT	23.95	25.08	26.23	26.88
	B16D	UTILITY PERSON	23.95	25.08	26.23	26.88
	B16E	HIGHWAY OFFICE CLERK	23.95	25.08	26.23	26.88
	B16F	GARAGE-MAINT. PERSON	23.95	25.08	26.23	26.88
	B16G	LABORER-PARK MAINT.	23.95	25.08	26.23	26.88
	B16H	UTILITY WORKER	23.95	25.08	26.23	26.88
	B16I	UTILITY PERSON/police	23.95	25.08	26.23	26.88
	B19	LABORER-PESTICIDE/HERBICIDE	24.74	26.06	26.84	27.51
	B20	DRIVER MAINT. - P.W.	24.81	26.13	26.94	27.61
	B20A	BUILDING MAINT. WORKER	24.81	26.13	26.94	27.61
	B20B	DRIVER - PROGRAM AIDE	24.81	26.13	26.94	27.61
	B21	LANDSCAPER	25.27	26.60	27.37	28.06
	B21A	POWER MOWER OPERATOR	25.27	26.60	27.37	28.06
	B21B	GROUNDKEEPER	25.27	26.60	27.37	28.06
	B22	DRIVER MAINTENANCE - WPCP	26.07	27.20	28.34	29.04
	B22A	HIGHWAY DRIVER	26.07	27.20	28.34	29.04
	B22B	RADIO DISPATCHER	26.07	27.20	28.34	29.04
	B22C	DRIVER/LABORER-PARK MAINT.	26.07	27.20	28.34	29.04
	B22D	DRIVER/LABORER-TREE	26.07	27.20	28.34	29.04
	B22E	TIMEKEEPER	26.07	27.20	28.34	29.04
	B22F	PUBLIC WORKS DISPATCHER	26.07	27.20	28.34	29.04
	B23	FILTER OPERATOR	26.41	27.73	28.51	29.22
	B24	CREW CHIEF	26.94	28.25	29.04	29.77
	B24A	MASON	26.94	28.25	29.04	29.77
	B25A	CARPENTER	27.98	29.30	30.10	30.86
	B26	MAINTENANCE PERSON	27.98	29.30	30.10	30.86
	B26A	BODY PERSON	27.98	29.30	30.10	30.86
	B26B	WELDER	27.98	29.30	30.10	30.86
	B26C	MECHANIC	27.98	29.30	30.10	30.86
	B26D	MAINTENANCE EQUIP. MECHANIC	27.98	29.30	30.10	30.86
	B26E	CENTRAL GARAGE COORD.	27.98	29.30	30.10	30.86
	B26F	VEHICLE MAINTENANCE COORD.	27.98	29.30	30.10	30.86
	B27	CHIEF FILTER OPER.	28.51	29.82	30.62	31.39
	B27A	CLIMBER-DRIVER	28.51	29.82	30.62	31.39
	B27B	WELDER/MECHANIC	28.51	29.82	30.62	31.39
	B27C	LANDSCAPER-CUTTER	28.51	29.82	30.62	31.39
	B28	LEADPERSON	28.60	29.92	30.70	31.47
	B28A	HEAVY EQUIP. OPERATOR-FW	28.60	29.92	30.70	31.47
	B28B	WELDER/LEADMAN	28.60	29.92	30.70	31.47
	B28H	HEAVY EQUIP. OPERATOR-FM	28.60	29.92	30.70	31.47
	B3	CLERK-GENERAL I	19.17	20.52	21.35	21.88
	B31	LEADMAN/EQUIP. OPR.	30.31	31.63	32.39	33.20
	B31A	LABORATORY TECHNICIAN	30.31	31.63	32.39	33.20
	B33	ELECTRICIAN/INSTRUMENT SPEC.	36.81	37.72	38.66	39.63
	B33A	ELECTRICIAN-MAINT.	36.81	37.72	38.66	39.63
	B33B	HVAC/TECHNICIAN	36.81	37.72	38.66	39.63
	B36	LEADPERSON TREE	36.40	38.02	39.59	40.58
	B36A	HVY. EQUIP. OPER. I	36.40	38.02	39.59	40.58
	B36B	LEADPERSON/MASON	36.40	38.02	39.59	40.58
	B36C	HIGHWAY MAINT. CREWLEADER	36.40	38.02	39.59	40.58
	B36D	BUILDING MAINT. CREWLEADER	36.40	38.02	39.59	40.58
	B37	SENIOR ACCOUNTANT	38.27	39.90	41.48	42.51
	B37A	STAFF ACCOUNTANT/INTERNAL AUDITOR	38.27	39.89	41.47	42.51
	B38	BUDGET COORDINATOR	44.51	45.40	46.31	47.47
	B38	CHIEF ACCOUNTANT/INTERNAL AUDITOR	44.51	45.40	46.31	47.47
	B38A	CHIEF ACCOUNTANT/BUDGET COORD.	44.51	45.40	46.31	47.47
	B5	WATCHPERSON-SECURITY GUARD	21.15	22.46	23.25	23.83
	B6	HANDYMAN	21.15	22.46	23.25	23.83
	B8	RODPERSON-SURVEY PARTY	22.03	23.34	24.13	24.73
	B9	ROAD & TRAFFIC SAFETY WKER.	22.19	23.52	24.32	24.92

**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)

Employee Contributions (2% - 25%)	City Contribution
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 1st 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 _____

By _____

By _____

By _____

By _____

By _____

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

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

CONTRACT BETWEEN CITY OF WEST HAVEN, WEST
HAVEN FIRE DEPARTMENT, WEST SHORE FIRE
DEPARTMENT, CITY OF WEST HAVEN FIRE
DEPARTMENT – ALLINGTOWN
AND
WEST HAVEN 911 DISPATCHERS INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS & UPFFA OF CT,
LOCAL 5127



Tentative Agreement
between
The City of West Haven
West Haven Fire Department
West Shore Fire Department
City of West Haven Fire Department – Allingtown
and
West Haven 911 Dispatchers
International Association of Fire Fighters &
UPFFA of CT., Local 5127

October 12, 2023

The City of West Haven, West Haven Fire Department, West Shore Fire Department, City of West Haven Fire Department – Allingtown and West Haven 911 Dispatchers, International Association of Fire Fighters & UPFFA of CT., Local 5127, hereby reach a Tentative Agreement on the terms of a successor agreement to commence July 1, 2023. The negotiating committees for the City and Union agree to recommend that the Tentative Agreement be ratified.

City #2/Union #1	Article 4, Union Security – Delete Sections 1 and 2 and add Union’s proposed language to Section 1 and modify new Section 2 as proposed by Union.
City #3	Article 9, Sick Leave – Section 5 Employees who have been absent due to illness or injury for three or more consecutive scheduled work days may be required to submit documentation from a healthcare provider.
City #4	Article 15, Insurance – Section 1 Employee premium share: 7/1/23: 18% 7/1/24: 18% 7/1/25: 18.5%
City #8	Article 24, Wages Section 7 – effective 10/1/23, employees will be paid on a bi-weekly basis. The Union agrees that the City may change from weekly pay in arrears to biweekly pay in arrears. In making this change, one weekly paycheck will be postponed to the following week, when employees will receive their first biweekly pay check. The parties agree that the paycheck transition will occur between March 1, 2024, and June 30, 2024, with 90 days advance notice by the City to the Union. The City agrees to pay employees a one-time payroll transition check of one thousand dollars (\$1,000.00) in the first pay period of the eight week transition period. The City reserves the right to implement direct deposit with four weeks advance notice.

City #9	Article 37, Duration of Agreement Section 1 – 3 years through June 30, 2026														
City #11	Article 14, Holidays Section 4 Payment for six (6) holidays will be issued by November 30th with the remaining seven (7) holidays to be issued in June. Payment will be made at the current hourly rate.														
City #12	Article 17, Longevity Longevity payments shall be issued by November 30th of the calendar year during which the necessary years of service have been attained and thereafter annually with the formula. Employees reaching their anniversary date before the 3rd pay period in December who would reach a qualifying anniversary date by December 31st, shall be issued their longevity payment by November 30th. Said payments shall be in one lump payment.														
Housekeeping	Add SPP summary plan														
Union #4	Article 13, Personal Days Full time employees shall be employed for ninety (90) days before being eligible to receive personal days. Full time employees shall receive four (4) personal days, to be credited to the employee on July 1st of each year. Part time employees shall be entitled to two (2) personal days after one (1) full year of employment. A minimum of twenty-four (24) hours' notice is required. In the event of an emergency or immediate personal business, twenty-four (24) hours' notice is not required. Personal days shall not be accumulated except the City will pay for one unused personal day at the end of the fiscal year.														
Union #5	Article 14, Holidays Section 1 Each full time employee shall be paid for the following thirteen (13) holidays: <table border="0" style="width: 100%;"> <tr> <td>New Year's Day</td> <td>Independence Day</td> </tr> <tr> <td>Presidents' Day</td> <td>Labor Day</td> </tr> <tr> <td>Martin Luther King's Birthday</td> <td>Columbus Day</td> </tr> <tr> <td>Good Friday</td> <td>Veteran's Day</td> </tr> <tr> <td>Easter Sunday</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Memorial Day</td> <td>Christmas Day</td> </tr> <tr> <td>Juneteenth</td> <td></td> </tr> </table>	New Year's Day	Independence Day	Presidents' Day	Labor Day	Martin Luther King's Birthday	Columbus Day	Good Friday	Veteran's Day	Easter Sunday	Thanksgiving Day	Memorial Day	Christmas Day	Juneteenth	
New Year's Day	Independence Day														
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Union #6	Article 14, Holidays Section 4 Payment for six (6) holidays will be issued by November 30th with the remaining seven (7) holidays to be paid on the first Friday in June. Payment will be made at the current hourly rate.														

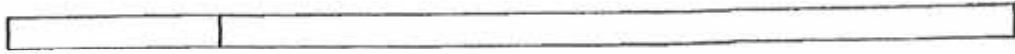
Union #7	<p>Article 14, Holidays Section 7</p> <p>Any newly created permanent Federal Holiday commencing the second year after it becomes law shall be considered a paid holiday.</p>
Union #8	<p>Article 19, Bereavement Leave Section 1</p> <p>In the event of a death in the employee's immediate family (spouse, parent, child, step-child, mother-in-law, father-in-law, brother, sister, grandchild, domestic partner), 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 Director and handled on a case-by-case basis depending on the circumstances.</p>
Union #9	<p>Article 20, Work Week Section 2</p> <p>Any dispatcher called into work shall be granted a minimum of three (3) hours of work at the wage rate specified in this contract. This shall also apply to dispatchers who travel outside the City of West Haven to a recertification class or for approved CDE credits. There will be no call in pay when the employee is called in contiguous to his/her shift.</p>
Union #11	<p>Article 28, Uniform Allowance</p> <p>The Employer shall provide each full time employee with an annual allowance of \$500.00 on ratification and every July 1st thereafter to be used for Uniform Allowance. Said uniform style is to be determined by the E.R.S. Director. Part-time employees will be provided with uniform attire, no stipend shall be issued.</p>
Union #14	<p>Article 24, Wages Section 2</p> <p>7/1/23: 2.75% GWI (retroactive to 7/1/23) 7/1/24: 2.50% GWI 7/1/25: 2.25% GWI</p>
Union #14	<p>Article 24, Wages Section 3</p> <p>Employees assigned to the 4:00 P.M. to Midnight shift will be paid a differential of ninety-five cents (\$0.95) per hour. Employees assigned to the Midnight to 8:00 A.M. shift will be paid a differential of one dollar and five cents (\$1.05) per hour.</p>
Union #14	<p>Article 24, Wages Section 4</p> <p>Any employee covered by this Agreement when required to work more than ten (10) hours shall be granted a meal allowance of \$10.00.</p>
Union #	Article 26, Bargaining Committee

	<p>Section 2 No more than one (1) member of the Union shall attend a State convention, conference, or training session of the International Association of Firefighters/Uniformed Professional Firefighters of Connecticut without a loss of pay, provided notice is given to the E.R.S. Director at least one week prior to the convention, conference or training session. A maximum of forty (40) hours per contract year shall be permitted.</p>
Union #	<p>Article 17, Longevity Section 1 <i>Resumed after 7/1/07</i> After the fifth (5th) year of employment has been reached, and through the ninth (9th) year of employment each employee covered by this Agreement shall be granted six hundred ten dollars (\$610.00) per year. Section 2 Beginning with the tenth (10th) year of employment and each year thereafter up to the fifteenth (15th) each employee shall receive a longevity payment of six hundred sixty dollars (\$660.00). Section 3 Beginning with the sixteenth (16th) year of employment and each year thereafter up to the nineteenth (19th) year of employment each employee shall receive a longevity payment of seven hundred ten dollars (\$710.00). Section 4 Beginning with the twentieth (20th) year of employment and each year thereafter up to the twenty-fourth (24th) year of employment each employment shall receive a longevity payment of seven hundred sixty dollars (\$760.00). Section 5 Beginning with the twenty-fifth (25th) year of employment and each year thereafter each employee shall receive a longevity payment of eight hundred ten dollars (\$810.00). Section 6 Longevity payments shall be issued by November 30th of the calendar year during which the necessary years of service have been attained and thereafter annually with the formula. Employees reaching their anniversary date before the 3rd pay period in December who would reach a qualifying anniversary date by December 31st, shall receive their longevity payment by November 30th. Said payments shall be in one lump payment. Section 7 Employees hired after June 30, 2023, shall not be entitled to longevity payments.</p>

not exact

For the City _____ Date

For the Union _____ Date



Nancy P. Paoletti Eunice 11/1/2023
For the City Date 11/7/2023 For the Union Date
Mayor

For the Union Date

The City of West Haven, West Haven Fire Department, West Shore Fire Department
and
West Haven 911 Dispatchers, International Association of Fire Fighters & UPPFA of Ct., Local 5127

Wage Increases per Contract

West Haven 0% 0% 0% 0% 1% 2%

Town Hall	2017	2018	2019	2020	2021	2022	2023	2024	2025
Ansonia				1%/	1.25%/	2%/	2.00%		
				1%	1.25%	2.25%			
Danbury	2.75%	2.75%	2.75%	0.00%	1.50%	2.50%	3.00%		
East Hartford						2.50%	2.00%	2.00%	2.00%
Meriden	2.00%	2.00%	2.00%	2.00%	2.00%				
Milford				2.00%	2.25%	2.50%	2.25%	2.50%	
Naugatuck		2.00%	2.00%	2.00%	2.25%				
New Haven	2.00%	2.25%	2.50%	3.00%	3.00%	3.00%	3.00%	3.00%	
New London		* / 1%	2.50%	2.00%	2.00%				
Norwalk				1.25%/	1.25%/	1.25%/	1.25%/		
				1.10%	1.10%	1.10%	1.10%		
Norwich	2.00%	2.00%	2.00%	2.00%	2.50%				
Plainfield					1.60%	2.25%	2.25%		
Stamford	2.00%	2.00%	0.00%	1.25%/	1.25%/	2.50%	3.00%	3.00%	
				1.25%	1.25%				
AVERAGE	2.15%	2.17%	1.97%	1.89%	2.14%	2.54%	2.50%	2.63%	2.00%

July / January wage increases

Meriden - 7/1/20 and 7/1/21 equity adjustment of \$0.50 each year

Summary of Cost/(Savings): Agreement Between City of West Haven and West Haven 911 Dispatchers IAFF &UPFFA of CT, Local 5127

General Topic	Change	Fiscal Impact		
		FY 23-24	FY 24-25	FY 25-26
Wages	General Wage Increases %	2.75%	2.50%	2.25%
	Cost of General Wage Increase in \$	\$ 35,481	\$ 21,930	\$ 20,623
	Cost of Step Yearly Increment Changes in \$	\$ 2,708	\$ 42,259	\$ 29,110
Healthcare	No change to Plan			
Health Premium Cost Share	Current employee share	18%	18%	18%
	Proposed employee share Impact	\$ -	\$ -	\$ (1,322)
	Projected Cost/(Savings)	\$ -	\$ -	\$ (1,322)
Other Measures		Net Annual Impact	\$ 64,189	\$ 48,411
Switch to BiWeekly Payroll	One-time \$1,000 Stipend Cost/(Savings)	\$ -	\$ 1,500	\$ -
Switch to BiWeekly Payroll	Cost/(Savings) Weekly ADP processing * 26 payrolls	\$ -	\$ (3,225)	\$ (3,225)
Shift differential increase	2nd shift + .20/hour, 5 employees, 40 hours, 52 weeks	\$ 2,080	\$ 2,080	\$ 2,080
Shift differential increase	3rd shift + .25/hour, 5 employees, 40 hours, 52 weeks	\$ 2,600	\$ 2,600	\$ 2,600
Increased Uniform Stipend	\$125/year, 15 Employees	\$ 1,875	\$ 1,875	\$ 1,875
	Total Contractual Impact	\$ 40,064	\$ 64,339	\$ 47,061
	Total Contractual Impact on 5-Year Plan	\$ 11,552	\$ 4,536	\$ (380)

Notes:

The contractual impact on the 5-Year Plan is covered in Unallocated Contingencies.

DRAFT
12/27/23

THE CITY OF WEST HAVEN
WEST HAVEN FIRE DEPARTMENT
WEST SHORE FIRE DEPARTMENT

AND

West Haven 911 Dispatchers
International Association of Fire Fighters &
UPFFA of Ct., Local 5127

July 1, 2023 - June 30, 2026

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THIS AGREEMENT: entered by and between the West Haven and West Shore Fire Districts and the City of West Haven (referred to as the EMPLOYER) and the West Haven 911 Dispatchers, International Association of Fire Fighters, & UPFFA of CT, Local 5127, (referred to as the UNION) is for the purpose of providing through orderly collective bargaining, prompt and equitable disposition of grievances and to define wages, hours of work and other conditions of employment.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining, with respect to wages, hours of employment and other conditions of employment for all its eligible full and part time employees in the collective bargaining unit certified by the Connecticut State Labor Department.

ARTICLE 2
DEFINITIONS

The terms hereinafter set forth shall have the following meanings:

1. "Employer" shall mean the City of West Haven and the two fire districts namely, Center Fire District and West Shore Fire District.
2. "Employee" shall mean a member of the bargaining unit represented the Union.
3. "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. Said employee shall be eligible for all benefits enumerated in this bargaining agreement.
4. "Part-time employee" shall mean an employee normally scheduled to work at least 8 hours per week but not more than 32 hours per week. Said part-time employees shall be entitled to such benefits as are specifically described as being granted to both full and part time employees.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1

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

- a) To determine the care, maintenance and operation of Employer equipment and property.
- b) To establish or continue policies, practices and procedures for the conduct of Employer business and, from time to time, to change or abolish such policies, practices or procedures.
- c) discontinue processes or operations or to discontinue their performance by employees.

- d) To select and to determine the number and type of employees required to perform the Employer's operations.
- e) To layoff, 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 provided that the Employer 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 Employer 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 probationary period shall be one (1) year. During this probationary period the Director may extend the probationary period, as well as terminate the employment of said employee, upon observation and written reports of their performance of duty, if unfit for said employment.

SECTION 2

Take any action necessary in emergency situations regardless of prior commitment to carry out the responsibility of the employer to the citizens of West Haven.

ARTICLE 4
UNION SECURITY

SECTION 1

Any employee covered by this Agreement who authorizes union deductions and has been employed by the Employer for more than thirty (30) days from ratification of this Agreement shall have said dues deducted by the employer from said employee's wages. **SECTION 2**

No employee who chooses to secure or maintain membership in the Union shall be considered as having failed to maintain such membership so long as he/she regularly tenders to the Union their periodic monthly dues, or cures any delinquency in such regard within thirty (30) calendar days of the postmarked date of notice of such delinquency forwarded to the employee and to the Employer by registered mail by the Union.

ARTICLE 5
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, initiation fees or agency fee as certified to the Employer by the Secretary-Treasurer of the Union.

SECTION 2

Deductions shall be remitted by the fifteenth (15th) of the month following such deduction and the

Employer shall furnish the Union with a record of each deduction showing the amount, and the employee from whom such deduction was made and a listing of those employees from who no deduction was made.

SECTION 3

The employer shall not be held liable for an employee's membership dues deduction, or agency fee, if he/she is not on the payroll during the specific deduction week. This deduction agreement shall be for the duration of this contract and is non-cancelable.

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 6 **SENIORITY**

SECTION 1

Seniority as defined by this article shall be based upon the continuous service with the Employer and will govern in all matters pertaining to layoffs, recall, vacation selection, and bid shift selection.

SECTION 2

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

- a) Whenever an employee is discharged or released and the discharge or release is not reversed through the disciplinary hearing procedure.
- b) Whenever an employee is absent without prior permission for more than three (3) consecutive working days or fails to notify the Employer within that time period.
- c) Whenever an employee fails to report to work within three (3) working days after the expiration of a personal or statutory leave of absence or whenever an employee on leave of absence because of a non-occupational injury or illness fails to bring valid proof when requested by the Employer. The Employer will send to the Employee a copy of the letter which informs the employee of the date on which his/her seniority was broken.
- d) Whenever an employee on any form of authorized leave is found to be working in the private sector. This section does not include earned time off, vacation, holiday rights or non-scheduled work days.
- e) Whenever the employee severs his/her employment.

ARTICLE 7 **GRIEVANCE PROCEDURE**

SECTION 1

The term "grievance" shall mean any dispute between the Employer and the Union, or between the Employer and any employee concerning the interpretation, application, claim or breach of

violation of this Agreement. A grievance must be filed within fourteen (14) calendar days of the last known occurrence of the alleged violation of this Agreement.

SECTION 2

Grievance shall be presented and processed in the following manner:

Step 1

The Union designee shall present the grievance to the E.R.S. Director. Within seven (7) calendar days, a meeting shall be held for presentation of information related to said grievance. A written decision shall be issued within seven (7) calendar days. If the grievance is not resolved it may be submitted to Step 2 within seven (7) calendar days from the date of written decision.

“Written grievance shall state the nature of the grievance, sections of the contract believed to have been violated, and the relief sought.”

Step 2

The Director of Personnel and Labor Relations for the City of West Haven will meet with a Union Representative and the grievant to discuss and attempt to settle the grievance. A decision shall be issued in writing within ten (10) calendar days after the submission of the grievance. If the grievance is not settled, it may be submitted to Step 3 within seven (7) calendar days from the date of written decision.

Step 3

If the grievance is not settled, it may be submitted to the Connecticut State Board of Mediation and Arbitration for mediation.

SECTION 3

The Employer shall notify the Local Union of all suspensions and discharges in writing stating the reason or reasons for each suspension or discharge. If the Union desires to contest a suspension or discharge, it must file a grievance in writing within seven (7) working days from the date of receipt of the notice of suspension or discharge. Failure to file a grievance within the prescribed time limit shall constitute a waiver of all rights to grieve and arbitrate such matters.

SECTION 4

Failure on the part of the Union to comply with the time limits herein set forth shall be deemed a settlement of the grievance on the basis of the last answer received. If the Employer fails to comply with the time limits, herein set forth, the Union may submit the grievance to the next step of the grievance procedure on the basis of the last answer received or in the absence of a resolution at the Second Step of the grievance procedure, submit the matter to the Connecticut State Board of Mediation and Arbitration (CSBMA).

SECTION 5

Any time limits established by this Article may be extended by mutual agreement. Such agreement

shall not be unreasonably withheld by either party.

SECTION 6

The Union shall designate and submit to the Employer in writing the names of all Local Officers up to and including Stewards and of other Local Union representatives who shall represent employees in grievance matters. The Employer and the Union shall mutually agree as to the number of employees designated by the Union, who shall be permitted a reasonable amount of time off with pay during a regular shift for the investigation and processing of grievances up to and including the Third Step of the Grievance Procedure.

SECTION 7

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

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.

SECTION 8

Expenses, if any, including the fees and expenses of the arbitrator, shall be borne and divided equally between the Employer and the Union.

ARTICLE 8 **UNION REPRESENTATION**

SECTION 1

Any employee is entitled to have Union representation in any discussion between the employee and representatives of the Employer in which the employee has reasonable grounds to believe that the interview will adversely affect his/her continued employment or his/her working conditions.

SECTION 2

Upon request and with reasonable notice, an employee shall have the opportunity to review and examine his/her personnel file. The Employer has the right to have such review and examination take place in the presence of a designated official. The Employer shall honor the request of an employee for one (1) copy of pertinent documents from his/her file. If any material, of an adverse nature, is placed in one's personnel file, a copy of such material must be sent to the employee who may then file a written response of reasonable length to be attached and retained with the material in question in his/her personnel file.

ARTICLE 9
SICK LEAVE

SECTION 1

Each full time employee shall be entitled to one and one-half (1-1/2) days per month sick leave. Sick leave may be accumulated to one hundred twenty (120) days. Full time employees hired after March 1, 2015, shall be entitled to one and one-quarter (1-1/4) days per month sick leave. The true intent of the sick leave provision must be complied with and must not be misconstrued as personal leave time. It is management prerogative to request proof of illness if so desired.

Full time employees hired after July 1, 1996, may accumulate sick leave to one hundred ten (110) days.

Current employees having as of July 1, 2004, sick leave accumulation in excess of one hundred and twenty (120) days shall have such excess sick leave placed on a one time basis "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.

SECTION 2

New full time employees will not be entitled to sick leave until they have been employed for a period of ninety (90) days.

SECTION 3

Upon the death of an employee, any accumulated sick time will be paid to the beneficiary or to the estate, up to the maximum of one hundred twenty (120) days. However, employees hired after of July 1, 1996, shall only be entitled to eighty (80) days of accumulated sick time, at the time of their death, payable to their beneficiary or estate. Employees hired after February 5, 2018, shall not receive a payout of accumulated sick time upon death.

SECTION 4

The Director shall have the right to investigate employee absence to avoid abuse of the sick leave and to further prove authenticity of valid sick leave taken. Any dispatcher who is using sick time at a time found to be working elsewhere will be terminated.

SECTION 5

Employees who have been absent due to illness or injury for three or more consecutive scheduled work days may be required to submit documentation from a healthcare provider.

SECTION 6

Sick time may be used to take care of a sick member of the employee's immediate family; specifically, spouse, children and/or parents, up to a maximum of twenty (20) days in any contract year. Extended use of sick leave may be requested for this purpose, in accordance with the FMLA.

SECTION 7

Any employee shall have the right to transfer up to a maximum of fifty (50) days, in the fiscal year, from his/her accumulated sick leave or vacation 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 provided the absence is authorized in writing by the attending physician. Any sick leave transferred pursuant to this provision shall reduce the total accumulated sick leave payout, provided for at the time of the employee's retirement.

SECTION 8

An employee who has exhausted his/her sick leave in any one year may request, in writing, an advance of future sick leave. Such employee shall be allowed to borrow, subject to the approval of the Director, an additional eighteen (18) days sick leave time. However, employees hired on or after March 1, 2015, shall be allowed to borrow, subject to the approval of the Director, an additional fifteen (15) days sick leave time. Such approved time shall be charged to the following year's sick leave. Upon his/her return to active duty all earned sick leave credit shall be applied to his/her borrowed leave until repaid. Should for any reason an employee be terminated before the borrowed time is repaid, the days owed will be deducted from any monies owed to said individual upon his/her termination of employment.

SECTION 9

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 illness or disability. It shall contain the following provisions:

- A. Replacement wages of 66-2/3% of wages based on wage rate at onset of sickness or injury with a Social Security Disability offset.
- B. Benefit shall continue through age 65 if employee continues to meet the plan's eligibility criteria.
- C. New hires shall be eligible after six (6) months of continuous service.
- D. 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 be responsible for his/her share of any employee contribution for such benefits as provided by this Agreement.
- E. Once on long-term disability, employee will not be eligible for holiday pay, vacation accrual, sick leave accrual or use of sick leave.
- F. An employee who earned a longevity payment on his/her anniversary date but is on leave when the November longevity payments are issued shall receive the longevity payments for that year.

ARTICLE 10 **VACATIONS**

SECTION 1

Each full time employee shall receive a vacation of twelve (12) working days after the completion of one (1) year of service. Vacation days may be taken as individual days off.

SECTION 2

Each full time employee shall receive the following vacation days with pay, for continuous service:

Upon completion of one year but less than five	12 days
Upon completion of five years but less than ten	15 days
Upon completion of ten years but less than fifteen	20 days
Upon completion of fifteen years but less than twenty	25 days
Upon completion of twenty-five years	26 days

SECTION 3

To avoid conflict when choosing vacations, the Director will post a notice, on April 1st, asking for Dispatchers to select their vacation time for the next fiscal year. The list will remain up for the month of April and be taken down on April 30th. At that time all conflicts will be resolved using the following criteria. Vacations chosen on the list will have precedent over all others chosen throughout the year.

- A. Only two Dispatchers may be off on vacation for any one day
- B. Seniority
- C. Vacation days requested after April 30th must be posted 48 hours prior to the vacation and will be allowed based on a "first come, first served" basis with conflicts of who posted first being resolved by seniority.

SECTION 4

Upon the death of any permanent employee, any unused vacation time will be paid to the beneficiary stated on the employee's life insurance form. Upon separation of an employee, the employee shall be paid for all unused vacation time.

SECTION 5

An employee who becomes seriously ill or injured while scheduled to go on vacation or is hospitalized while 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 E.R.S. Director.

SECTION 6

All vacation time must be used within the year following the fiscal year in which it is earned. An employee who does not use his/her annual vacation entitlement by the fiscal year end 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 the fiscal year end to the Employer.

ARTICLE 11
OVERTIME

SECTION 1

Dispatchers will work overtime on a rotating basis. Eligible dispatchers will be asked to work overtime in accordance with policies and procedures as set forth by the Director. Part-time employees may work a vacant shift on a voluntary basis prior to ordering a full-time employee to work provided they do not work thirty two (32) hours or more during the week.

SECTION 2

Should all dispatchers refuse the overtime, then one dispatcher going off duty and one of the dispatcher reporting for the next successive shift will be required to work four (4) hours each. In the event one of the dispatchers reporting for the next successive shift cannot be located, then the dispatcher going off duty must work the full eight (8) hour shift. An overtime force list shall be maintained to track such occurrences. Employees on a paid day off (i.e. vacation or personal day) will be the last employees to be ordered in. The overtime force list will reset to zero every July 1st at 12:00 A.M.

SECTION 3

All hours worked in excess of eight (8) hours in any day forty (40) hours worked in a workweek shall be paid for at the rate of time and one-half. Time taken as vacation, personal or will count toward the forty (40) hours of time worked in a workweek. Sick time shall not count as hours worked in a workweek for employee's when volunteering for overtime; however, employees ordered-in to work will receive pay at time and one-half (1 1/2) his/her regular hourly rate of pay.

SECTION 4

To protect the health and safety of the employees, no dispatcher will work more than 16 hours consecutively. Further, any such dispatcher who has worked sixteen (16) consecutive hours shall have eight (8) hours off duty before being required to return to work.

ARTICLE 12
LEAVE OF ABSENCE

SECTION 1

The Employer may grant a personal leave of absence without pay to any employee upon his/her request for a period not to exceed one (1) year. Upon expiration of an approved leave of absence or with two weeks advance notice for an earlier return if so requested by such employee, he/she shall be reinstated in the position held at the time leave was granted, provided he/she is physically able to perform the duties of said position. Said physical ability will be determined by a physician who shall conduct an examination to include stress test and drug testing. Said physical exam will be paid for by the employee.

No leave of absence, including personal leave, sick leave or workers' compensation leave shall exceed one (1) year. Failure to return at the expiration of a leave, without good cause, will be considered a resignation of employment.

SECTION 2

An employee's length of service shall not be reduced by time lost due to paid sick or workers' compensation leave. In the event that a personal leave of absence is granted, the date of seniority shall be the date that was in existence when said leave was started. Seniority shall not be built during a personal leave of absence in excess of thirty (30) days.

SECTION 3

All personal leaves of absence of more than thirty (30) days will be done so without benefits, which include all Medical Plans, Vacation accrual, and Holiday pay.

SECTION 4

Full time employees that have been granted a Personal Leave of Absence may buy up to fifty-two weeks of the Medical Coverage in existence at the time the leave was granted.

SECTION 5

Any employee on leave of absence found to be working at other employment will be terminated.

ARTICLE 13 **PERSONAL DAYS**

Full time employees shall be employed for ninety (90) days before being eligible to receive personal days. Full time employees shall receive four (4) personal days, to be credited to the employee on July 1st of each year. Part time employees shall be entitled to two (2) personal days after one (1) full year of employment. A minimum of twenty-four (24) hours' notice is required. In the event of an emergency or immediate personal business, twenty-four (24) hours' notice is not required. Personal days shall not be accumulated except the City will pay for one unused personal day at the end of the fiscal year.

ARTICLE 14 **HOLIDAYS**

SECTION 1

Each full time employee shall be paid for the following thirteen (13) holidays:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	

SECTION 2

Employees may not use a sick day on their regularly scheduled shift before a holiday or use a sick day on their regularly scheduled shift after a holiday to receive holiday pay.

SECTION 3

Because of the nature of the job structure, Federal, State or City proclaimed holidays cannot be observed by said dispatchers.

SECTION 4

Payment for six (6) holidays will be issued by November 30th with the remaining seven (7) holidays to be issued in June. Payment will be made at the current hourly rate.

SECTION 5

Employees who work on a holiday shall receive two (2) times their days' pay.

SECTION 6

Employees on any authorized leave of absence without pay shall not be entitled to holiday pay.

SECTION 7

Any newly created permanent Federal Holiday commencing the second year after it becomes law shall be considered a paid holiday.

SECTION 8

If a vacation day is requested for the period covering

- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Thanksgiving Day

- December 24, 12:00 A.M. — December 26, 12:00 A.M. or
- December 31, 12:00 A.M. — January 2, 12:00 A.M. or
- Thanksgiving Day from Thursday 12:00 A.M. — Friday 12:00 A.M.

A vacation or personal day request will not be granted if no full-time employee or part-time employee voluntarily takes the shift. Dispatchers may choose to swap a shift with any other full-time or part-time dispatcher.

ARTICLE 15
INSURANCE

SECTION 1

Effective July 1, 2023, all full time employees shall contribute eighteen percent (18%) as a premium cost share for the medical benefits afforded them under this contract. Effective July 1, 2024, the employee shall contribute eighteen percent (18%). Effective July 1, 2025, the employee shall contribute eighteen and one-half percent (18.5%).

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

SECTION 2

The Employer will provide and pay for a sixty thousand dollar (\$60,000) Group Life Insurance policy for all full time employees.

SECTION 3

The Employer shall provide an annual payment in lieu of health benefits for employees that waive such coverage in the amount of \$1,000 for employee only coverage, \$2,000 for employee plus one coverage, \$4,000 for family coverage, so long as said coverage providing basis for the waiver is not any other City of West Haven entity. Employee requesting entitlement to waiver must provide insurance information for proof of coverage to the City's Personnel Department. A side letter of agreement shall be signed with respect to the one current employee who will be grandfathered to receive the waiver payment as a result of coverage through the spouse who is an employee of a City of West Haven entity.

SECTION 4

The Employer may implement changes to the health benefits (including medical, dental, prescription) provided herein which may result in a cost savings/containment to the Employer and will not reduce until negotiated the current coverage and benefits received by Employees. The Employer agrees that it shall give the Union thirty (30) days' notice prior to the implementation of any changes. The Union may demand to bargain any change to current coverage and benefits prior to the implementation of any changes.

ARTICLE 16 **ADMINISTRATION**

The Director of ERS shall be the Administrator of this Agreement and shall be responsible for maintaining discipline and the orderly operation of the E.R.S. Center.

ARTICLE 17 **LONGEVITY**

SECTION 1

After the fifth (5th) year of employment has been reached, and through the ninth (9th) year of employment each employee covered by this Agreement shall be granted six hundred ten dollars (\$610.00) per year.

SECTION 2

Beginning with the tenth (10th) year of employment and each year thereafter up to the fifteenth (15th) each employee shall receive a longevity payment of six hundred sixty dollars (\$660.00).

SECTION 3

Beginning with the sixteenth (16th) year of employment and each year thereafter up to the nineteenth (19th) year of employment each employee shall receive a longevity payment of seven hundred ten dollars (\$710.00).

SECTION 4

Beginning with the twentieth (20th) year of employment and each year thereafter up to the twenty-fourth (24th) year of employment each employee shall receive a longevity payment of seven hundred sixty dollars (\$760.00).

SECTION 5

Beginning with the twenty-fifth (25th) year of employment and each year thereafter each employee shall receive a longevity payment of eight hundred ten dollars (\$810.00).

SECTION 6

Longevity payments shall be issued by November 30th of the calendar year during which the necessary years of service have been attained and thereafter annually with the formula. Employees reaching their anniversary date before the 3rd pay period in December who would reach a qualifying anniversary date by December 31st shall be issued their longevity payment by November 30th. Said payments shall be in one lump payment.

SECTION 7

Employees hired after June 30, 2023, shall not be entitled to longevity payments.

ARTICLE 18 **LAYOFF AND RECALL**

SECTION 1

In the event the Employer decreases the work force in the Bargaining Unit, employees shall be laid off in the following order:

- i. Part time employees in inverse order of their seniority.
- ii. Full time employees in inverse order of their seniority

SECTION 2

The Employer will give employees affected at least two (2) week advance notice of layoff.

SECTION 3

Employees will be recalled in inverse order of their layoff when work becomes available. Full time

employees shall be recalled first and part time employees thereafter. The Employer will notify the employee of recall by certified mail to the last known address on City Records. If an employee on lay-off does not report back to work within fourteen (14) working days of said notice, the employee shall be deemed to have resigned. Employees shall have the right to be recalled for eighteen (18) months from the date of layoff.

ARTICLE 19
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, domestic partner), 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 Director 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, stepmother, stepfather, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. Additional time off shall be at the sole discretion of the Director and handled on a case-by-case basis depending upon the circumstances.

Should the leave period include days not scheduled as work days, only the actual days necessary to complete the five (5) or three (3) day period shall be allowed.

ARTICLE 20
WORK WEEK

SECTION 1

The work week for full time dispatchers shall be forty (40) hours using the bid shift process, with shifts being picked by seniority every eight (8) weeks. The work week starts 12:00 a.m. midnight on Monday. Part-time dispatchers shall normally be scheduled for at least 8 hours per week but not more than 32 hours per week.

SECTION 2

Any dispatcher called into work shall be granted a minimum of three (3) hours of work at the wage rate specified in this contract. This shall also apply to dispatchers who travel outside the City of West Haven to a recertification class or for approved CDE credits. There will be no call in pay when the employee is called in contiguous to his/her shift.

SECTION 3

All dispatchers will assist in data entry.

ARTICLE 21
JURY AND MILITARY DUTY

SECTION 1

Full time 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. Any pay received for this duty will be deducted from the employee's City 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. The check from Jury Duty must be turned over to the City Comptroller.

SECTION 2

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

ARTICLE 22
UNION LEAVE/FAMILY MEDICAL LEAVE

SECTION 1

Upon approval by the Director, an employee selected by the Union to perform duties for the Union or the Local Union will be allowed a Leave of Absence without pay. The Director will not unreasonably withhold approval for such leave requests provided the leave does not interfere in the operation of the ERS Center. Such leave when granted shall be treated as continuous service with the Employer and shall be limited to one (1) employee at any one time and shall not exceed five (5) days in any calendar year.

SECTION 2

The City of West Haven complies with the Federal Family Medical Leave Act of 1993 and such amendments made to the Act as dictated by law. An employee who anticipates a leave shall contact the City of West Haven's Personnel Department to determine how said guidelines apply.

ARTICLE 23
RETIREMENT AND PENSION

SECTION 1

Full time employees who retire shall be entitled to a lump sum payment for vacation time earned.

SECTION 2

Any employee, with twenty (20) years of continuous service shall be entitled to a lump sum payment reflecting one hundred percent (100%) of accumulated sick leave up to a maximum of one hundred (100) days. Full time employees hired as of July 1, 1996, shall only be entitled to a maximum of ninety (90) days sick leave at retirement, with twenty (20) years of continuous

service. Full time employees hired on or after February 5, 2018, shall not be entitled to a payment of accumulated sick leave at retirement.

SECTION 3

Any employee electing to retire, who has obtained twenty-five (25) years of continuous service and has reached the age of 50 will receive all of the insurance and medical benefits afforded them and their enrolled dependents at the time of retirement, which will change based upon insurance and medical benefits offered to current bargaining unit employees, until their sixty-fifth (65th) birthday. Upon retirement and prior to his/her sixty-fifth (65th) birthday, the retiree shall pay the same contribution towards health, prescription and dental coverage which is required of active employees plus any increase in contribution as such increase may exist from time to time but retirees between the ages of sixty (60) and sixty-five (65) years of age shall pay the premium percentage for retiree medical which was in effect at their date of retirement. All employees hired after July 1, 2011 who retire shall pay twenty five percent (25%) of the fully insured equivalent rate for their own single coverage retiree insurance through age 65 and fifty percent (50%) of the fully insured equivalent rate for all spousal/dependent coverage provided that the retiree was married to the spouse at the time of retirement, for the same health and prescription plans that active employees have, as same may be modified through collective bargaining.

Employees hired after February 5, 2018, shall not be entitled to retiree medical benefits. There shall be no annual cap on retiree contributions.

The City will contribute to the HDHP Plan currently referenced in the Agreement at the same contribution level it contributes each fiscal year for active employees and the retiree will be required to remain in the HDHP for the entire plan year, until the plan(s) are modified during negotiations, as set forth above. If the City offers a plan that current employees are allowed to "buy-up" to, the retiree will be responsible to pay the City for the buy-up amount being paid by active employees.

SECTION 4

Retired employees, upon reaching age 65, will receive reimbursement for the standard individual Medicare Part "B" as assessed by the Social Security Administration (SSA), and an eight thousand dollar (\$8,000.00) Life Insurance Policy. Said reimbursement will be made quarterly in arrears and retirees shall provide in January of each year, a copy of his/her statement of benefits from the SSA.

Retired employees with a minimum of twenty years of full time service will be eligible to receive Plan F, or its equivalent, for themselves and their spouses (provided the retiree was married to the spouse at the time of retirement). Retiring employees will be eligible for this plan only if they are collecting Medicare benefits as provided by the federal government. The retiree shall pay the same percentage contribution toward the supplement policy which is required of active employees for premium cost share plus any increase in contribution as such increase may exist from time to time for his/her own insurance and 50% of the incremental premium cost for his/her spouse. If they or their spouses were to change coverage to another form of Medicare, they will be removed from the Blue Cross/Blue Shield 65 Supplemental Policy as soon as they are enrolled in a new plan. It shall be the responsibility of the retiree or their spouse to notify the Employer of said changes.

Employees hired after February 5, 2018, will not be eligible for reimbursement for Medicare Part

“B”, Plan F, or its equivalent, and will not be entitled to a life insurance policy upon retirement.

SECTION 5

Each full time bargaining unit employee shall be offered the opportunity of belonging to the City of West Haven 401K Pension Plan. Contribution to the Plan shall be as follows: Employer’s contribution shall be 5% to 8% and the employee’s contribution shall be a minimum of 2% to a maximum of 25% (employee contributes 2% to 5%, city match is 5%--city will match employee contribution up to a maximum of 8% however, subject to statutory limits.).

SECTION 6

The guidelines spelled out in the brochure will be the guiding factor for early and normal retirement requirements, and all other aspects of the Pension Plan.

ARTICLE 24 **WAGES**

SECTION 1

Any dispatcher who has less than six (6) months of service in such classification shall be paid at Step 1. Any dispatcher who has six (6) months, but less than twenty-four (24) months of service in such classification shall be paid at Step 2. Any dispatcher who has twenty-four (24) completed months or more of service in such classification shall be paid at Step 3.

SECTION 2

ERS Dispatcher

July 1, 2023: 2.75% GWI (retroactive to July 1, 2023)

July 1, 2024: 2.50% GWI

July 1, 2025: 2.25% GWI

SECTION 3

Employees assigned to the 4:00 P.M. to Midnight shift will be paid a differential of ninety-five cents (\$0.95) per hour.

Employees assigned to the Midnight to 8:00 A.M. shift will be paid a differential of one dollar and five cents (\$1.05) per hour.

SECTION 4

Any employee covered by this Agreement when required to work more than ten (10) hours shall be granted a meal allowance of \$10.00.

SECTION 5

Each Dispatcher will be allowed to take a one hour break, not to be taken the first or last hour of the shift. It will be worked out amongst the dispatchers on each shift as to who takes their break first, second, third, fourth. Each Dispatcher must stay within City limits and carry a portable radio to keep in touch with the office.

SECTION 6

Any full time employee who holds the designation as lead dispatcher shall be paid a shift premium of fifteen (\$15) dollars when working in that role.

SECTION 7

The Union agrees that the City may change from weekly pay in arrears to biweekly pay in arrears. In making this change, one weekly paycheck will be postponed to the following week, when employees will receive their first biweekly pay check. The parties agree that the paycheck transition will occur between March 1, 2024, and June 30, 2024, with 90 days advance notice by the City to the Union.

The City agrees to pay employees a one-time payroll transition check of one thousand dollars (\$1,000.00) in the first pay period of the transition period.

The City reserves the right to implement direct deposit with four weeks advance notice.

ARTICLE 25
NO STRIKE-LOCKOUTS

No officer, representative, or member of the Union shall authorize, instigate, condone or engage in a strike, work stoppage or interruption of work operations during the period of this Agreement. The Employer agrees that there shall be no lock-outs.

ARTICLE 26
BARGAINING COMMITTEE

SECTION 1

One (1) employee designated as a bargaining committee member, shall be granted the necessary time off from his/her regular duties with pay for the purpose of negotiating a collective bargaining agreement between the Employer and the Union.

SECTION 2

No more than one (1) member of the Union shall attend a State convention, conference, or training session of the International Association of Firefighters/Uniformed Professional Firefighters of Connecticut Union without a loss of pay, provided notice is given to the E.R.S. Director at least one week prior to the convention, conference or training session. A maximum of forty (40) hours per contract year shall be permitted.

ARTICLE 27
CONFLICT OF INTEREST CLAUSE

No employee of the E.R.S. shall hold the position of Police or Fire Commissioner in the City of West Haven provided their employment with the City predates their election/appointment.

ARTICLE 28
UNIFORM ALLOWANCE

The Employer shall provide each full time employee with an annual allowance of \$500.00 on ratification and every July 1st thereafter to be used for Uniform Allowance. Said uniform style is to be determined by the E.R.S. Director. Part-time employees will be provided with uniform attire, no stipend shall be issued.

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. A grievance alleging a violation of this Article may be filed up to but not including arbitration.

ARTICLE 30
EDUCATION ASSISTANCE

SECTION 1

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

- a. All applications for education assistance must be submitted to the Director and approved by both the Director and the City of West Haven Personnel Director prior to the time of registration; such approval shall not be unreasonably withheld.
- b. Course work for which assistance is being requested must be job related.
- c. Course work must be taken at an appropriately recognized and certified educational institution.

SECTION 2

The employer will reimburse employees for actual allowable expenses incurred to a maximum of \$3,000.00 per fiscal year.

- a) Allowable expenses include tuition, books, lab fees, registration fees.
- b) In order to be reimbursed, the employee must provide satisfactory evidence of completion of the course with a grade of "B" or better and proof of prior payment or a passing grade in the case of certification.

ARTICLE 31
CERTIFICATIONS

Dispatchers, by the end of probation, must have and maintain the following certifications and such

other certifications as may be mandated in the future by the City of West Haven or other governmental entity:

- a. State of CT 911 Telecommunicator;
- b. Emergency Medical Dispatcher (EMD);
- c. State of Connecticut Collect system;
- d. NCIC;
- c. Emergency Police Dispatch (EPD); and
- f. ProQA.

The Employer will cover the associated costs.

ARTICLE 32 PAST PRACTICE

This Agreement is not intended to nor shall it be considered as abridging any right, benefit, or privilege that employees have enjoyed heretofore, on a reasonable basis, unless it is specifically stated that said practice has been superseded by a provision of the Agreement.

ARTICLE 33 POLICIES

All employees shall conform to the Standard Operating Policies and Procedures as developed for the efficient operation of the Center.

ARTICLE 34 WORKER'S COMPENSATION

SECTION 1

Any employee sustaining a work related injury or disability as provided in this Article must use a health care provider in the City of West Haven's Worker's Compensation preferred provider network, as such may be modified from time to time by the Plan Administrator and approved by the Worker's Compensation Commissioner. If an employee loses time because of an injury sustained in the line of duty for which he or she is entitled to compensation under the Workers' Compensation Act, he or she shall receive payment from Worker's Compensation for the period of disability.

SECTION 2

Whenever an employee suffers an injury for which workers' compensation is claimed, the City shall investigate whether there is work available temporarily for the employee during the period of the employee's rehabilitation. The current job description for the position held by the employee, and any other information concerning the essential functions of the job, will be forwarded to the employee's treating physician and the City's workers' compensation carrier. The physician will indicate which of the essential functions of the job the employee is and is not capable of performing, as well as any medical restrictions on the employee, so that the City can analyze whether alternative work assignments are available. The Director and the City's Personnel Director will review alternative work assignments that may be available for the employee.

If there is a suitable temporary assignment available, the employee will be asked to return to work. It is understood that employees have an obligation to accept suitable alternative work under the Workers' Compensation Act.

A temporary work assignment may not be available for the entire period of an employee's temporary disability. If the temporary assignment ends, the employee will be notified and will no longer be required to report to that assignment.

SECTION 3

During the time period that an employee is out of work the employee shall be responsible for the cost of the co-payment portion of their Health Insurance Benefit.

ARTICLE 35 **TRAVEL REIMBURSEMENT**

Employees required by the Employer to attend any function using their own vehicle shall be reimbursed for mileage at the I.R.S. mileage rate effective at the time of travel.

ARTICLE 36 **DISPATCHER TRAINING**

SECTION 1

In the event the City decides to provide training, the Director shall select trainers from volunteers. Trainers shall receive time and one-half (1^{1/2}) wages for all hours spent actively training a dispatcher when off duty only.

ARTICLE 37 **DURATION OF AGREEMENT**

SECTION 1

This Agreement shall become effective upon execution and continue in full force and effect to and including June 30, 2026, and thereafter shall be automatically renewed from year to year unless notice in writing shall be given by either party to the other of its termination one hundred eighty (180) days prior to its expiration date or a subsequent applicable expiration date after automatic renewal, in which event is extended for a further period of time.

SECTION 2

Either party wishing to terminate, amend, or modify this Agreement must so notify the other party, in writing, no more than two hundred ten (210) days or less than one hundred eighty (180) days prior to such expiration date.

SIGNED THIS _____ day of _____, 2024

By and for

CITY OF WESTHAVEN

Local 5127, IAFF

Dorinda Borer, Mayor

Erin Nolan
Local President

Director of Personnel and Labor Relations

Raymond Memmott
Local Vice President

Lee Tierman, Corporation Counsel

David Ribnicky
IAFF Representative

APPENDIX A
WAGE TABLE

WEEKLY RATES

July 1, 2023 through June 30, 2025

	EFFECTIVE DATES		STEP 1	STEP 2	STEP 3
2.75%	July 1, 2023	Hourly	\$22.33	\$26.02	\$30.38
	July 1, 2023	Weekly	\$893.10	\$1,040.65	\$1,215.33
2.50%	July 1, 2024	Hourly	\$22.89	\$26.67	\$31.14
	July 1, 2024	Weekly	\$915.43	\$1,066.67	\$1,245.71
2.25%	July 1, 2025	Hourly	\$23.40	\$27.27	\$31.84
	July 1, 2025	Weekly	\$936.03	\$1,090.67	\$1,273.74

APPENDIX B
HEALTH INSURANCE

City of West Haven - ERS

This is a brief summary of the benefits covered under the lumen plan. It is not intended to be a complete list of benefits

Option O1 \$30; ER \$150; OP \$175 \$400 IP; UC \$75

Includes Health Care Reform Mandates Preventive Care covered 100%

Option V \$2,000/\$4,000

LUMENOS HEALTH SAVINGS ACCOUNT

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:	COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual/2-member family/3+ member family)	Not Applicable	\$300/\$600/\$900	Annual Deductible (single/family)	\$2,000 / \$4,000	
Coinurance		20% after deductible	Coinurance	Not applicable	
Coinurance Maximum (individual/2-member family/3+ member family)		\$600/\$1,200/\$1,800	Out of Pocket Plan Year Maximum (single/family)	\$4,000 / \$6,850	
Cost Share Maximum (deductible + Coinurance share maximum)	\$6,600/\$6,600/\$13,200	\$900/\$1,800/\$2,700	Lifetime Maximum	Unlimited	
Office Visit Copayment	\$30 per visit/\$45 Specialist	Deductible & Coinurance	PREVENTIVE CARE		
Hospital Copayment	\$400 per admission	Deductible & Coinurance	Well child care	No cost share	
Urgent Care Copayment	\$75	Not Covered	Adult Physical examinations	No cost share	
Emergency Room Copayment — warved if admitted	\$150	\$150	Other Preventive Screenings:		
Outpatient Surgery Copayment	\$175	Deductible & Coinurance	Routine gynecological care: pap smear & pelvic exam	No cost share	
Lifetime Maximum	Unlimited	Unlimited	Mammography, Prostate, colorectal colonoscopy, lipid & diabetic	No cost share	
PREVENTIVE CARE			Routine Hearing & Vision screening	No cost share	
Well child care	No Copayment	Deductible & Coinurance Deductible	Immunizations and Vaccinations (other than those needed for travel)	No cost share	
Well Child Care (including immunizations)			HOSPITAL SERVICES		
• 6 exams, birth to age I • 6 exams, ages 1 - 5 • 1 exam every 2 years, ages 6 - 10 • 1 exam every year, ages 11 - 21			All Inpatient Admissions		
Adult Exams:			Specialty Hospital — (Rehab) Rehab-100 days per calendar year		Deductible & Coinurance
			Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinurance
			DIAGNOSTIC SERVICES		

• STANDARD HCR ADULT PREVENTIVE CARE AGE 22+ 1 EXAM PER YEAR	No Copayment		Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
			High Cost Diagnostic Tests		
			MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
			THERAPY SERVICES		
Periodic, routine health examinations	No Copayment	Deductible & Coinsurance	Outpatient Rehabilitation		
Routine eye exams (1 exam every 2 years)	No copayment		Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
Routine OB-GYN visits (1 visit per Calendar Year)	No Copayment		Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Mammography (1 exam every calendar year)	No Copayment		Allergy injections — Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
Hearing screening	No Copayment		MEDICAL EMERGENCY/URGENT CARE SERVICES		
MEDICAL CARE			Emergency Room Treatment	Deductible	Deductible & Coinsurance
Office visits	\$30 per visit/\$45 Specialist	Deductible & Coinsurance	Emergency cost share waived if the Member is admitted directly to the Hospital from the emergency room		
Outpatient mental health & substance abuse - <i>prior authorization required after the 40th visit</i>	\$30 per visit		Ambulance - Land & Air: Paid according to the Department of Public Health Ambulance Service	Deductible	Deductible & Coinsurance
OB/GYN care	Rate Schedule \$45 per visit		PHYSICIAN MEDICAL/SURGICAL SERVICES		
Maternity care — <i>initial visit subject to copayment, no charge thereafter</i>	\$45 per visit		Medical Office Visits	Deductible	Deductible & Coinsurance
Diagnostic lab and x-ray	No Charge		Services of a Physician or Surgeon (Other than a medical office visit)	Deductible	Deductible & Coinsurance

<p>High-cost outpatient diagnostic —prior authorization required</p> <p>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</p>	<p>No Charge</p> <p>\$45 per visit</p>	<p>Deductible & Coinsurance</p>	<p>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</p>		
<p>Allergy services Office visits/testing</p>			<p>Outpatient Treatment for Mental Health Care and Substance Abuse Care</p>	<p>Deductible</p> <p>Deductible</p>	<p>Deductible & Coinsurance</p>
<p>Injections - 80 visits in 3 years</p>	<p>No Copayment</p>	<p>Deductible & Coinsurance</p>	<p>Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care</p>		<p>Deductible & Coinsurance</p>

INPATIENT REHABILITATION Prior authorization required			
substance abuse Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility	\$400 per admission		Deductible & Coinsurance
Skilled nursing facility for the treatment of surgical or trauma) up to 120 days per calendar year	\$400 per admission		
	\$400 per admission		
	\$400 per admission	Deductible & Coinsurance	
OTHER MEDICAL SERVICES			
Skilled Nursing Facility			
Up to 120 days per Calendar Year		Deductible	Deductible & Coinsurance
Private Duty Nursing		Deductible	Deductible & Coinsurance
Rehabilitative services -- up to 60 days per person per calendar year	No Copayment		
Outpatient surgery -- in a hospital or surgi-center	\$175 per visit		

EMERGENCY CARE			Limited to \$15,000 per Plan Year		
Walk-in centers	\$30 per visit	Deductible & Coinsurance	Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Urgent care — at participating centers only	\$75	Not covered	Prescription drugs —	After Deductible:	
Emergency care — copayment waived if admitted	\$150	\$150	(when purchased from network pharmacy)		
Ambulance	No Charge	No Charge	Retail Pharmacy:		
OTHER HEALTH CARE					
Outpatient rehabilitative services -30 visits each for PT, OT, ST and Chiro	\$30 per visit	Deductible & Coinsurance	The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Tier 1: \$5 Tier 2: \$25 Tier 3:\$40 Tier 4:\$40	Deductible & Coinsurance per prescription
Durable medical equipment / Prosthetic devices Unlimited maximum per calendar year	\$250 Deductible Per Covered Per Year	\$250 Deductible Per Covered Per Year	Mail Order Prescription Drug:		
Diabetic supplies & equipment	\$250 Deductible Per Covered Per Year	\$250 Deductible Per Covered Per Year	The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90 day supply.	Tier 1: \$5 Tier 2: \$50 Tier 3:\$80	Deductible & Coinsurance per prescription
Infertility service-Unlimited	Covered	Deductible & Coinsurance			
Home health care	No Charge	Deductible & Coinsurance	Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
PHARMACY Retail 30 day supply Mail Order 90 days: 2 times Retail			Human Organ and Tissue Transplant	Deductible	Deductible & Coinsurance
Tier 1: Generic Drugs	\$5	Coinsurance	Unlimited Maximum	Deductible	Deductible & Coinsurance
Tier 2: Listed Brand-Name Drugs	\$20	Coinsurance	Home health care	Deductible	Deductible & Coinsurance
Tier 3: Non-Listed Brand-Name Drugs	\$35	Coinsurance	Nursing and therapeutic services limited to 200 visits per calendar year	Deductible	Deductible & Coinsurance
Annual Maximum per Calendar Year	\$1,000	Coinsurance	Home health aide services limited to 80 visits that are (applicable to the 200 visits limit)	Deductible	Deductible & Coinsurance
PS Sector 3 tier drug no edit:			In the Home Hospice Medical Social Services: under the direction of a Physician Up to \$420	Deductible	Deductible & Coinsurance

Anthem, CI

Century Preferred
City of West Haven-ERS
001706-439

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Office Visit (OV) Copayment	\$25 per visit	Deductible & Coinsurance
Specialist(SV) Copayment	\$35 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$500	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment — <i>waved if admitted</i>	\$150	\$150
Outpatient Surgery (OS) Copayment	\$200	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$300/600/900
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)		600/1200/1800
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)		\$900/1800/2700
Lifetime Maximum	Unlimited	Unlimited
PREVENTIVE CARE		
Well child care	No Charge	
Periodic, routine health examinations	No Charge	
Routine eye exams	No Charge	Deductible & Coinsurance
Routine OB/GYN visits	No Charge	Coinsurance
Mammography	No Charge	
Hearing screening	No Charge	
*Hearing exams will take a copay when they are done by a provider other than your primary care physician		
MEDICAL CARE		
Office visits with PCP	OV Copayment	
Office visits with Specialist	SV Copayment	
Outpatient Mental Health & Substance Abuse - <i>prior authorization required</i>	OV Copayment	
OB/GYN care	SV Copayment	
Maternity care — <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	Deductible & Coinsurance
Diagnostic Lab, X-ray and Testing	No charge	
High-Cost Outpatient Diagnostic	No charge	
Allergy Services		
Office visits/testing	SV Copayment	
Injections-50 visits in 3 years	No Copayment	
HOSPITAL CARE — <i>Prior authorization required</i>		
Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	HSP Copayment	
Inpatient Mental Health & Substance Abuse <i>Skilled nursing facility — up to 120 days per calendar year</i>	HSP Copayment	Deductible & Coinsurance
Rehabilitative services — <i>up to 60 days per person per calendar year</i>	HSP Copayment	
	No charge	

Outpatient surgery — in a hospital or surgi-center		OS Copayment
EMERGENCY CARE		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care — at participating centers only	UR Copayment	Not covered
Emergency care — copayment waived if admitted	ER Copayment	ER Copayment
Ambulance	No charge	No charge
OTHER HEALTH CARE		
Outpatient rehabilitative services 30 visits per member per calendar yeareach- PT, OT, ST and CHIRO -Excess covered as out of network	\$30 Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic Devices \$100 deductible Unlimited maximum per member calendar year	\$100 Deductible	Deductible & Coinsurance
Infertility Services (diagnosis and treatment)	Applicable Copayment	Deductible & Coinsurance
Home Health Care	No charge	\$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

<p><i>Well Child Care (including immunizations)</i> 7 exams birth to one 7 exams 1 to 5 1 exam every year 5-22 1 exam every year 22+</p>

<p><i>Adult Exams</i> 1 exam every year 22+</p>

<p><i>Mammography</i> + 1 baseline screening, ages 35-39 o 1 screening per year, ages 40+ ♦ Additional exams when medically necessary</p>

<p><i>Vision Exams: 1 exam every calendar year</i> <i>Hearing Exams: 1 exam every 2 calendar years</i> <i>OB/GYN Exams: 1 exam per calendar year</i></p>
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Notes To Benefit Descriptions

- * In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
 - o Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis
 - * Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.
 - ♦ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
 - + Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of unlimited. Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.
- Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.
- This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of sex change operations; surgical and non-surgical services related to Tidd syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

CENTURY PREFERRED
.11.ANA.GEDRC, 3 TIER
Benefits at a Glance

SS COPA MEAT GENERIC DRUGS
S30 COPAYMENT LISTED BRAND-NAME DRUGS
S33 COPA MEAT NON-LISTED BRAND-NAME DRUGS
\$1,000 Annual Maximum

How To Use 3-Tier Managed Rx

3-Tier Managed Rx has three different levels (or "tiers") of copayments, depending on the type of prescription drug you purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You'll still have coverage for brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It's a simple way to save out-of-pocket expenses.

Copayments and Day Supplies

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a retail pharmacy.
- You'll be responsible for two copayments when purchasing a 30-day to 90-day supply of maintenance drugs through the voluntary mail-service program (see chart for details).

Generic Drugs Have the Lowest Copayment

		<i>Your copayment</i>
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 2 copayment applies.	
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment applies.	
Mail Service	Two copayment(s) per 30-90-day supply	\$10114870
Annual Maximum	Per member per calendar year	\$1000

Generic Substitution

- When a generic equivalent is available and you obtain a preferred or non-preferred brand-name drug, you will be responsible for the Tier I copayment plus the difference in cost between the generic and brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.
- Prior authorization may be required for certain Prescription Drugs (or the prescribed quantity of a particular Drug). Prior authorization helps promote appropriate utilization and enforcement of guidelines for Prescription Drug benefit coverage. The PBM uses pre-approved criteria, developed by our Pharmacy and Therapeutics Committee, which is reviewed and adopted by us.
- Step therapy may be required for certain Prescription Drugs. Step therapy refers to the process in which you may be required to use one type of medication before benefits are available for another.

Voluntary Mail-Service Program

Anthem Rx, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 90-day supply of these medications and have them delivered directly to your home.

Two mail-service copayments will apply as follows: Self-Administered: \$40 Listed Brand; Self-Administered: \$40 Non-Listed Brand

National Pharmacy Network

Members also have access to a network of more than 64,000 retail pharmacies throughout the country. Members may call 1-385-207-4114, to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the allowed amount, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail service. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions. It is subject to the terms and conditions of the Evidence of Coverage.

THE CITY OF WEST HAVEN
WEST HAVEN FIRE DEPARTMENT

WEST SHORE FIRE DEPARTMENT

AND

West Haven 911 Dispatchers
International Association of Fire Fighters &
UPFFA of Ct., Local 5127

June 30, 2023

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THIS AGREEMENT: entered by and between the West Haven and West Shore Fire Districts and the City of West Haven (referred to as the EMPLOYER) and the West Haven 911 Dispatchers, International Association of Fire Fighters, & UPPFA of CT, Local 5127, (referred to as the UNION) is for the purpose of providing through orderly collective bargaining, prompt and equitable disposition of grievances and to define wages, hours of work and other conditions of employment.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining, with respect to wages, hours of employment and other conditions of employment for all its eligible full and part time employees in the collective bargaining unit certified by the Connecticut State Labor Department.

ARTICLE 2
DEFINITIONS

The terms hereinafter set forth shall have the following meanings:

1. "Employer" shall mean the City of West Haven and the two fire districts namely, Center Fire District and West Shore Fire District.
2. "Employee" shall mean a member of the bargaining unit represented the Union.
3. "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. Said employee shall be eligible for all benefits enumerated in this bargaining agreement.
4. "Part-time employee" shall mean an employee normally scheduled to work at least 8 hours per week but not more than 32 hours per week. Said part-time employees shall be entitled to such benefits as are specifically described as being granted to both full and part time employees.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1

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

- a) To determine the care, maintenance and operation of Employer equipment and property.
- b) To establish or continue policies, practices and procedures for the conduct of Employer business and, from time to time, to change or abolish such policies, practices or procedures.
- c) discontinue processes or operations or to discontinue their performance by employees.

- d) To select and to determine the number and type of employees required to perform the Employer's operations.
- e) To layoff, 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 provided that the Employer 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 Employer 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 probationary period shall be one (1) year. During this probationary period the Director may extend the probationary period, as well as terminate the employment of said employee, upon observation and written reports of their performance of duty, if unfit for said employment.

SECTION 2

Take any action necessary in emergency situations regardless of prior commitment to carry out the responsibility of the employer to the citizens of West Haven.

ARTICLE 4 **UNION SECURITY**

SECTION 1

Any employee who on the effective date hereof is covered by this Agreement, and has been employed by the Employer for more than thirty (30) days from the date of ratification of this Agreement, be required as a condition of continued employment to secure and continue membership in the Union for the duration of the Agreement. Employees who are employed after the ratification of the Agreement shall be required as a condition of continued employment to become members of the Union or pay an agency fee within ten (10) days following the thirtieth (30th) day of their employment and to continue such membership for the duration of the Agreement.

SECTION 2

All employees shall be required to become and/or maintain membership in the Union, or in lieu thereof, pay an agency fee.

SECTION 3

No employee required to secure or maintain membership shall be considered as having failed to maintain such membership so long as he/she regularly tenders to the Union his periodic monthly dues, or cures any delinquency in such regard within thirty (30) calendar days of the postmarked date of notice of such delinquency forwarded to the employee and to the Employer by registered mail by the Union.

ARTICLE 5
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, initiation fees or agency fee as certified to the Employer by the Secretary-Treasurer of the Union.

SECTION 2

Deductions shall be remitted by the fifteenth (15th) of the month following such deduction and the Employer shall furnish the Union with a record of each deduction showing the amount, and the employee from whom such deduction was made and a listing of those employees from who no deduction was made.

SECTION 3

The employer shall not be held liable for an employee's membership dues deduction, or agency fee, if he/she is not on the payroll during the specific deduction week. This deduction agreement shall be for the duration of this contract and is non-cancelable.

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 6
SENIORITY

SECTION 1

Seniority as defined by this article shall be based upon the continuous service with the Employer and will govern in all matters pertaining to layoffs, recall, vacation selection, and bid shift selection.

SECTION 2

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

- a) Whenever an employee is discharged or released and the discharge or release is not reversed through the disciplinary hearing procedure.
- b) Whenever an employee is absent without prior permission for more than three (3) consecutive working days or fails to notify the Employer within that time period.
- c) Whenever an employee fails to report to work within three (3) working days after the expiration of a personal or statutory leave of absence or whenever an employee on leave of absence because of a non-occupational injury or illness fails to bring valid proof when requested by the Employer. The Employer will send to the Employee a copy of the letter which informs the employee of the date on which his/her seniority was broken.

- d) Whenever an employee on any form of authorized leave is found to be working in the private sector. This section does not include earned time off, vacation, holiday rights or nonscheduled work days.
- e) Whenever the employee severs his/her employment.

ARTICLE 7
GRIEVANCE PROCEDURE

SECTION 1

The term "grievance" shall mean any dispute between the Employer and the Union, or between the Employer and any employee concerning the interpretation, application, claim or breach of violation of this Agreement. A grievance must be filed within fourteen (14) calendar days of the last known occurrence of the alleged violation of this Agreement.

SECTION 2

Grievance shall be presented and processed in the following manner:

Step 1

The Union designee shall present the grievance to the E.R.S. Director. Within seven (7) calendar days, a meeting shall be held for presentation of information related to said grievance. A written decision shall be issued within seven (7) calendar days. If the grievance is not resolved it may be submitted to Step 2 within seven (7) calendar days from the date of written decision.

"Written grievance shall state the nature of the grievance, sections of the contract believed to have been violated, and the relief sought."

Step 2

The Director of Personnel and Labor Relations for the City of West Haven will meet with a Union Representative and the grievant to discuss and attempt to settle the grievance. A decision shall be issued in writing within ten (10) calendar days after the submission of the grievance. If the grievance is not settled, it may be submitted to Step 3 within seven (7) calendar days from the date of written decision.

Step 3

If the grievance is not settled, it may be submitted to the Connecticut State of Board of Mediation and Arbitration for mediation.

SECTION 3

The Employer shall notify the Local Union of all suspensions and discharges in writing stating the reason or reasons for each suspension or discharge. If the Union desires to contest a suspension or discharge, it must file a grievance in writing within seven (7) working days from the date of receipt of the notice of suspension or discharge. Failure to file a grievance within the prescribed time limit shall constitute a waiver of all rights to grieve and arbitrate such matters.

SECTION 4

Failure on the part of the Union to comply with the time limits herein set forth shall be deemed a settlement of the grievance on the basis of the last answer received. If the Employer fails to comply with the time limits, herein set forth, the Union may submit the grievance to the next step of the grievance procedure on the basis of the last answer received or in the absence of a resolution at the Second Step of the grievance procedure, submit the matter to the Connecticut State Board of Mediation and Arbitration (CSBMA).

SECTION 5

Any time limits established by this Article may be extended by mutual agreement. Such agreement shall not be unreasonably withheld by either party.

SECTION 6

The Union shall designate and submit to the Employer in writing the names of all Local Officers up to and including Stewards and of other Local Union representatives who shall represent employees in grievance matters. The Employer and the Union shall mutually agree as to the number of employees designated by the Union, who shall be permitted a reasonable amount of time off with pay during a regular shift for the investigation and processing of grievances up to and including the Third Step of the Grievance Procedure.

SECTION 7

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

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.

SECTION 8

Expenses, if any, including the fees and expenses of the arbitrator, shall be borne and divided equally between the Employer and the Union.

ARTICLE 8

UNION REPRESENTATION

SECTION 1

Any employee is entitled to have Union representation in any discussion between the employee and representatives of the Employer in which the employee has reasonable grounds to believe that the interview will adversely affect his/her continued employment or his/her working conditions.

SECTION 2

Upon request and with reasonable notice, an employee shall have the opportunity to review and examine his/her personnel file. The Employer has the right to have such review and examination take place in the presence of a designated official. The Employer shall honor the request of an employee for one (1) copy of pertinent documents from his/her file. If any material, of an adverse nature, is placed in one's personnel file, a copy of such material must be sent to the employee who may then file a written response of reasonable length to be attached and retained with the material in question in his/her personnel file.

ARTICLE 9 **SICK LEAVE**

SECTION 1

Each full time employee shall be entitled to one and one-half (1-1/2) days per month sick leave. Sick leave may be accumulated to one hundred twenty (120) days. Full time employees hired after March 1, 2015, shall be entitled to one and one-quarter (1-1/4) days per month sick leave. The true intent of the sick leave provision must be complied with and must not be misconstrued as personal leave time. It is management prerogative to request proof of illness if so desired.

Full time employees hired after July 1, 1996, may accumulate sick leave to one hundred ten (110) days.

Current employees having as of July 1, 2004, sick leave accumulation in excess of one hundred and twenty (120) days shall have such excess sick leave placed on a one time basis "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.

SECTION 2

New full time employees will not be entitled to sick leave until they have been employed for a period of ninety (90) days.

SECTION 3

Upon the death of an employee, any accumulated sick time will be paid to the beneficiary or to the estate, up to the maximum of one hundred twenty (120) days. However, employees hired after of July 1, 1996, shall only be entitled to eighty (80) days of accumulated sick time, at the time of their death, payable to their beneficiary or estate. Employees hired after February 5, 2018, shall not receive a payout of accumulated sick time upon death.

SECTION 4

The Director shall have the right to investigate employee absence to avoid abuse of the sick leave and to further prove authenticity of valid sick leave taken. Any dispatcher who is using sick time at a time found to be working elsewhere will be terminated.

SECTION 5

Sick time may be used to take care of a sick member of the employee's immediate family; specifically, spouse, children and/or parents, up to a maximum of twenty (20) days in any contract year. Extended use of sick leave may be requested for this purpose, in accordance with the FMLA.

SECTION 6

Any employee shall have the right to transfer up to a maximum of fifty (50) days, in the fiscal year, from his/her accumulated sick leave or vacation 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 provided the absence is authorized in writing by the attending physician. Any sick leave transferred pursuant to this provision shall reduce the total accumulated sick leave payout, provided for at the time of the employee's retirement.

SECTION 7

An employee who has exhausted his/her sick leave in any one year may request, in writing, an advance of future sick leave. Such employee shall be allowed to borrow, subject to the approval of the Director, an additional eighteen (18) days sick leave time. However, employees hired on or after March 1, 2015, shall be allowed to borrow, subject to the approval of the Director, an additional fifteen (15) days sick leave time. Such approved time shall be charged to the following year's sick leave. Upon his/her return to active duty all earned sick leave credit shall be applied to his/her borrowed leave until repaid. Should for any reason an employee be terminated before the borrowed time is repaid, the days owed will be deducted from any monies owed to said individual upon his/her termination of employment.

SECTION 8

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 illness or disability. It shall contain the following provisions:

- A. Replacement wages of 66-2/3% of wages based on wage rate at onset of sickness or injury with a Social Security Disability offset.
- B. Benefit shall continue through age 65 if employee continues to meet the plan's eligibility criteria.
- C. New hires shall be eligible after six (6) months of continuous service.
- D. 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 be responsible for his/her share of any employee contribution for such benefits as provided by this Agreement.
- E. Once on long-term disability, employee will not be eligible for holiday pay, vacation accrual, sick leave accrual or use of sick leave.
- F. An employee who earned a longevity payment on his/her anniversary date but is on leave when the November longevity payments are issued shall receive the longevity payments for that year.

ARTICLE 10
VACATIONS

SECTION 1

Each full time employee shall receive a vacation of twelve (12) working days after the completion of one (1) year of service. Vacation days may be taken as individual days off.

SECTION 2

Each full time employee shall receive the following vacation days with pay, for continuous service:

Upon completion of one year but less than five	12 days
Upon completion of five years but less than ten	15 days
Upon completion of ten years but less than fifteen	20 days
Upon completion of fifteen years but less than twenty	25 days
Upon completion of twenty-five years	26 days

SECTION 3

To avoid conflict when choosing vacations, the Director will post a notice, on April 1st, asking for Dispatchers to select their vacation time for the next fiscal year. The list will remain up for the month of April and be taken down on April 30th. At that time all conflicts will be resolved using the following criteria. Vacations chosen on the list will have precedent over all others chosen throughout the year.

- A. Only two Dispatchers may be off on vacation for any one day
- B. Seniority
- C. Vacation days requested after April 30th must be posted 48 hours prior to the vacation and will be allowed based on a "first come, first served" basis with conflicts of who posted first being resolved by seniority.

SECTION 4

Upon the death of any permanent employee, any unused vacation time will be paid to the beneficiary stated on the employee's life insurance form. Upon separation of an employee, the employee shall be paid for all unused vacation time.

SECTION 5

An employee who becomes seriously ill or injured while scheduled to go on vacation or is hospitalized while 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 E.R.S. Director.

SECTION 6

All vacation time must be used within the year following the fiscal year in which it is earned. An employee who does not use his/her annual vacation entitlement by the fiscal year end 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 the fiscal year end to the Employer.

ARTICLE 11
OVERTIME

SECTION 1

Dispatchers will work overtime on a rotating basis. Eligible dispatchers will be asked to work overtime in accordance with policies and procedures as set forth by the Director. Part time employees may work a vacant shift on a voluntary basis prior to ordering a full-time employee to work provided they do not work thirty two (32) hours or more during the week.

SECTION 2

Should all dispatchers refuse the overtime, then one dispatcher going off duty and one of the dispatcher reporting for the next successive shift will be required to work four (4) hours each. In the event one of the dispatchers reporting for the next successive shift cannot be located, then the dispatcher going off duty must work the full eight (8) hour shift. An overtime force list shall be maintained to track such occurrences. Employees on a paid day off (i.e. vacation or personal day) will be the last employees to be ordered in. The overtime force list will reset to zero every July 1st at 12:00 A.M.

SECTION 3

All hours worked in excess of eight (8) hours in any day forty (40) hours worked in a workweek shall be paid for at the rate of time and one-half. Time taken as vacation, personal or will count toward the forty (40) hours of time worked in a workweek. Sick time shall not count as hours worked in a workweek for employee's when volunteering for overtime; however, employees ordered-in to work will receive pay at time and one-half (1 1/2) his/her regular hourly rate of pay.

SECTION 4

To protect the health and safety of the employees, no dispatcher will work more than 16 hours consecutively. Further, any such dispatcher who has worked sixteen (16) consecutive hours shall have eight (8) hours off duty before being required to return to work.

ARTICLE 12
LEAVE OF ABSENCE

SECTION 1

The Employer may grant a personal leave of absence without pay to any employee upon his/her request for a period not to exceed one (1) year. Upon expiration of an approved leave of absence or with two weeks advance notice for an earlier return if so requested by such employee, he/she shall be reinstated in the position held at the time leave was granted, provided he/she is physically able to perform the duties of said position. Said physical ability will be determined by a physician who shall conduct an examination to include stress test and drug testing. Said physical exam will be paid for by the employee.

No leave of absence, including personal leave, sick leave or workers' compensation leave shall exceed one (1) year. Failure to return at the expiration of a leave, without good cause, will be considered a resignation of employment.

SECTION 2

An employee's length of service shall not be reduced by time lost due to paid sick or workers' compensation leave. In the event that a personal leave of absence is granted, the date of seniority shall be the date that was in existence when said leave was started. Seniority shall not be built during a personal leave of absence in excess of thirty (30) days.

SECTION 3

All personal leaves of absence of more than thirty (30) days will be done so without benefits, which include all Medical Plans, Vacation accrual, and Holiday pay.

SECTION 4

Full time employees that have been granted a Personal Leave of Absence may buy up to fifty-two weeks of the Medical Coverage in existence at the time the leave was granted.

SECTION 5

Any employee on leave of absence found to be working at other employment will be terminated

ARTICLE 13
PERSONAL DAYS

Full time employees shall be employed for ninety (90) days before being eligible to receive personal days. Full time employees shall receive four (4) personal days, to be credited to the employee on July 1st of each year. Part time employees shall be entitled to two (2) personal days after one (1) full year of employment. A minimum of twenty-four (24) hours' notice to the Director is required. In the event of an emergency or immediate personal business, twenty-four (24) hours' notice is not required. Personal days shall not be accumulated except the City will pay for one unused personal day at the end of the fiscal year.

ARTICLE 14
HOLIDAYS

SECTION 1

Each full time employee shall be paid for the following twelve (12) holidays:

- | | |
|-------------------------------|------------------|
| New Year's Day | Independence Day |
| Presidents' Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Good Friday | Veteran's Day |
| Easter Sunday | Thanksgiving Day |
| Memorial Day | Christmas Day |

SECTION 2

Employees may not use a sick day on their regularly scheduled shift before a holiday or use a sick day on their regularly scheduled shift after a holiday to receive holiday pay.

SECTION 3

Because of the nature of the job structure, Federal, State or City proclaimed holidays cannot be observed by said dispatchers.

SECTION 4

Payment for six (6) holidays will be paid on the first Friday in December with the remaining six (6) holidays to be paid on the first Friday in June. Payment will be made at the current hourly rate.

SECTION 5

Employees who work on a holiday shall receive two (2) times their days' pay.

SECTION 6

Employees on any authorized leave of absence without pay shall not be entitled to holiday pay.

SECTION 7

Any newly created permanent Federal Holiday commencing the third year after it becomes law shall be considered a paid holiday.

SECTION 8

If a vacation day is requested for the period covering

- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Thanksgiving Day

- December 24, 12:00 A.M. — December 26, 12:00 A.M. or
- December 31, 12:00 A.M. — January 2, 12:00 A.M. or
- Thanksgiving Day from Thursday 12:00 A.M. — Friday 12:00 A.M.

A vacation or personal day request will not be granted if no full-time employee or part-time employee voluntarily takes the shift. Dispatchers may choose to swap a shift with any other full-time or part-time dispatcher.

ARTICLE 15
INSURANCE

SECTION 1

Effective upon signing, all full time employees shall contribute twelve percent (12%) as a premium cost share for the medical benefits afforded them under this contract. Effective July 1, 2015, the employee shall contribute thirteen percent (13%). Effective July 1, 2017, the employee shall contribute fourteen percent (14%). Effective July 1, 2018, the employee shall contribute fifteen percent (15%). Effective July 1, 2019, the employee shall contribute sixteen percent (16%). Effective July 1, 2020, the employee shall contributes sixteen percent (16%). Effective July 1, 2021, the employee shall contribute 17% percent (17%). Effective July 1, 2022, the employee shall contribute 18% percent (18%).

Effective January 1, 2020, the State Partnership Plan 2.0 will be implemented and will Replace the Blue Cross Century Preferred Point of Service Plan.

SECTION 2

The Employer will provide and pay for a sixty thousand dollar (\$60,000) Group Life Insurance policy for all full time employees.

SECTION 3

The Employer shall provide an annual payment in lieu of health benefits for employees that waive such coverage in the amount of \$1,000 for employee only coverage, \$2,000 for employee plus one coverage, \$4,000 for family coverage, so long as said coverage providing basis for the waiver is not any other City of West Haven entity. Employee requesting entitlement to waiver must provide insurance information for proof of coverage to the City's Personnel Department. A side letter of agreement shall be signed with respect to the one current employee who will be grandfathered to receive the waiver payment as a result of coverage through the spouse who is an employee of a City of West Haven entity.

SECTION 4

The Employer may implement changes to the health benefits (including medical, dental, prescription) provided herein which may result in a cost savings/containment to the Employer and will not reduce until negotiated the current coverage and benefits received by Employees. The Employer agrees that it shall give the Union thirty (30) days' notice prior to the implementation of any changes. The Union may demand to bargain any change to current coverage and benefits prior to the implementation of any changes.

ARTICLE 16 **ADMINISTRATION**

The Director of ERS shall be the Administrator of this Agreement and shall be responsible for maintaining discipline and the orderly operation of the E.R.S. Center.

ARTICLE 17 **LONGEVITY**

SECTION 1

Except as described in Section 8, no employee hired after July 1, 2007, shall receive Longevity under this schedule.

SECTION 2

After the fifth (5th) year of employment has been reached, and through the ninth (9th) year of employment each employee covered by this Agreement shall be granted six hundred ten dollars (\$610.00) per year.

SECTION 3

Beginning with the tenth (10th) year of employment and each year thereafter up to the fifteenth (15th) each employee shall receive a longevity payment of six hundred sixty dollars (\$660.00).

SECTION 4

Beginning with the sixteenth (16th) year of employment and each year thereafter up to the nineteenth (19th) year of employment each employee shall receive a longevity payment of seven hundred ten dollars (\$710.00).

SECTION 5

Beginning with the twentieth (20th) year of employment and each year thereafter up to the twenty-fourth

(24th) year of employment each employment shall receive a longevity payment of seven hundred sixty dollars (\$760.00).

SECTION 6

Beginning with the twenty-fifth (25th) year of employment and each year thereafter each employee shall receive a longevity payment of eight hundred ten dollars (\$810.00).

SECTION 7

Longevity payments shall be made on the first (1st) pay day in December of the calendar year during which the necessary years of service have been attained and thereafter annually with the formula. Employees reaching their anniversary date before the 3rd pay period in December who would reach a qualifying anniversary date by December 31st shall receive their longevity payment in the first (1st) December pay day. Said payments shall be in one lump payment.

SECTION 8

For full time employees hired effective November 1, 2010 there shall be a two tier longevity schedule. After the tenth (10th) year of employment has been reached, and through the twentieth (20th) year of employment they shall receive six hundred ten dollars (\$610.00) per year. Beginning with the twenty-first (21st) year the longevity payment shall increase thereafter to six hundred sixty (\$660.00) dollars. Employees hired after February 5, 2018, shall not be entitled to longevity payments.

ARTICLE 18

LAYOFF AND RECALL

SECTION 1

In the event the Employer decreases the work force in the Bargaining Unit, employees shall be laid off in the following order:

- i. Part time employees in inverse order of their seniority.
- ii. Full time employees in inverse order of their seniority

SECTION 2

The Employer will give employees affected at least two (2) week advance notice of layoff.

SECTION 3

Employees will be recalled in inverse order of their layoff when work becomes available. Full time employees shall be recalled first and part time employees thereafter. The Employer will notify the employee of recall by certified mail to the last known address on City Records. If an employee on lay-off does not report back to work within fourteen (14) working days of said notice, the employee shall be deemed to have resigned. Employees shall have the right to be recalled for eighteen (18) months from the date of layoff.

ARTICLE 19

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 Director 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 Director and handled on a case-by-case basis depending upon the circumstances.

Should the leave period include days not scheduled as work days, only the actual days necessary to complete the five (5) or three (3) day period shall be allowed.

ARTICLE 20 **WORK WEEK**

SECTION 1

The work week for full time dispatchers shall be forty (40) hours using the bid shift process, with shifts being picked by seniority every eight (8) weeks. The work week starts 12:00 a.m. midnight on Monday. Part time dispatchers shall normally be scheduled for at least 8 hours per week but not more than 32 hours per week.

SECTION 2

Any dispatcher called into work shall be granted a minimum of three (3) hours of work at the wage rate specified in this contract. There will be no call in pay when the employee is called in contiguous to his/her shift.

SECTION 3

All dispatchers will assist in data entry.

ARTICLE 21

JURY AND MILITARY DUTY

SECTION 1

Full time 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. Any pay received for this duty will be deducted from the employee's City 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. The check from Jury Duty must be turned over to the City Comptroller.

SECTION 2

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

ARTICLE 22

UNION LEAVE/FAMILY MEDICAL LEAVE

SECTION 1

Upon approval by the Director, an employee selected by the Union to perform duties for the Union or the Local Union will be allowed a Leave of Absence without pay. The Director will not unreasonably withhold approval for such leave requests provided the leave does not interfere in the operation of the ERS Center. Such leave when granted shall be treated as continuous service with the Employer and shall be limited to one (1) employee at any one time and shall not exceed five (5) days in any calendar year.

SECTION 2

The City of West Haven complies with the Federal Family Medical Leave Act of 1993 and such amendments made to the Act as dictated by law. An employee who anticipates a leave shall contact the City of West Haven's Personnel Department to determine how said guidelines apply.

ARTICLE 23
RETIREMENT AND PENSION

SECTION 1

Full time employees who retire shall be entitled to a lump sum payment for vacation time earned.

SECTION 2

Any employee, with twenty (20) years of continuous service shall be entitled to a lump sum payment reflecting one hundred percent (100%) of accumulated sick leave up to a maximum of one hundred (100) days. Full time employees hired as of July 1, 1996, shall only be entitled to a maximum of ninety (90) days sick leave at retirement, with twenty (20) years of continuous service. Full time employees hired on or after February 5, 2018, shall not be entitled to a payment of accumulated sick leave at retirement.

SECTION 3

Any employee electing to retire, who has obtained twenty-five (25) years of continuous service and has reached the age of 50 will receive all of the insurance and medical benefits afforded them and their enrolled dependents at the time of retirement, which will change based upon insurance and medical benefits offered to current bargaining unit employees, until their sixty-fifth (65th) birthday*. Upon retirement and prior to his/her sixty-fifth (65th) birthday, the retiree shall pay the same contribution towards health, prescription and dental coverage which is required of active employees plus any increase in contribution as such increase may exist from time to time but retirees between the ages of sixty (60) and sixty-five (65) years of age shall pay the premium percentage for retiree medical which was in effect at their date of retirement. All employees hired after July 1, 2011 who retire shall pay twenty five percent (25%) of the fully insured equivalent rate for their own single coverage retiree insurance through age 65 and fifty percent (50%) of the fully insured equivalent rate for all spousal/dependent coverage provided that the retiree was married to the spouse at the time of retirement, for the same health and prescription plans that active employees have, as same may be modified through collective bargaining.

Employees hired after February 5, 2018, shall not be entitled to retiree medical benefits.

There shall be no annual cap on retiree contributions.

SECTION 4

Retired employees, upon reaching age 65, will receive reimbursement for the standard individual Medicare Part "B" as assessed by the Social Security Administration (SSA), and an eight thousand dollar (\$8,000.00) Life Insurance Policy. Said reimbursement will be made quarterly in arrears and retirees shall provide in January of each year, a copy of his/her statement of benefits from the SSA.

Retired employees with a minimum of twenty years of full time service will be eligible to receive Plan F, or its equivalent, for themselves and their spouses (provided the retiree was married to the spouse at the time of retirement). Retiring employees will be eligible for this plan only if they are collecting Medicare benefits as provided by the federal government. The retiree shall pay the same percentage contribution toward the supplement policy which is required of active employees for premium cost share plus any increase in contribution as such increase may exist from time to time for his/her own insurance and 50% of the incremental premium cost for his/her spouse. If they or their spouses were to change coverage to another form of Medicare, they will be removed from the Blue Cross/Blue Shield 65 Supplemental Policy as soon as they are enrolled in a new plan. It shall be the responsibility of the retiree or their spouse to notify the Employer of said changes.

Employees hired after February 5, 2018, will not be eligible for reimbursement for Medicare Part "B", Plan F, or its' equivalent, and will not be entitled to a life insurance policy upon retirement.

SECTION 5

Each full time bargaining unit employee shall be offered the opportunity of belonging to the City of West Haven 401K Pension Plan. Contribution to the Plan shall be as follows: Employer's contribution shall be 5% to 8% and the employee's contribution shall be a minimum of 2% to a maximum of 25% (employee contributes 2% to 5%, city match is 5%--city will match employee contribution up to a maximum of 8% however, subject to statutory limits.).

SECTION 6

The guidelines spelled out in the brochure will be the guiding factor for early and normal retirement requirements, and all other aspects of the Pension Plan.

ARTICLE 24 **WAGES**

SECTION 1

Any dispatcher who has less than six (6) months of service in such classification shall be paid at Step 1. Any dispatcher who has six (6) months, but less than twenty-four (24) months of service in such classification shall be paid at Step 2. Any dispatcher who has twenty-four (24) completed months or more of service in such classification shall be paid at Step 3.

SECTION 2

ERS Dispatcher

July 1, 2017	wage freeze
July 1, 2018	wage freeze
July 1, 2019	wage freeze
July 1, 2020	wage freeze
July 1, 2021	1% general wage increase
July 1, 2022	2% general wage increase

SECTION 3

Employees assigned to the 4:00 P.M. to Midnight shift will be paid a differential of \$.75 per hour. Employees assigned to the Midnight to 8:00 A.M. shift will be paid a differential of \$.80 per hour.

SECTION 4

Any employee covered by this Agreement when required to work more than ten (10) hours shall be granted a meal allowance of \$8.00.

SECTION 5

Each Dispatcher will be allowed to take a one hour break, not to be taken the first or last hour of the shift. It will be worked out amongst the dispatchers on each shift as to who takes their break first, second, third, fourth. Each Dispatcher must stay within City limits and carry a portable radio to keep in touch with the office.

SECTION 6

Any full time employee who holds the designation as lead dispatcher shall be paid a shift premium of fifteen (\$15) dollars when working in that role.

ARTICLE 25

NO STRIKE-LOCKOUTS

No officer, representative, or member of the Union shall authorize, instigate, condone or engage in a strike, work stoppage or interruption of work operations during the period of this Agreement. The Employer agrees that there shall be no lock-outs.

ARTICLE 26

BARGAINING COMMITTEE

SECTION 1

One (1) employee designated as a bargaining committee member, shall be granted the necessary time off from his/her regular duties with pay for the purpose of negotiating a collective bargaining agreement between the Employer and the Union.

SECTION 2

No more than one (1) member of the Union shall attend a State convention, conference, or training session of the Connecticut Independent Labor Union without a loss of pay, provided notice is given to the E.R.S. Director at least one week prior to the convention, conference or training session. A maximum of forty (40) hours per contract year shall be permitted.

ARTICLE 27

CONFLICT OF INTEREST CLAUSE

No employee of the E.R.S. shall hold the position of Police or Fire Commissioner in the City of West Haven provided their employment with the City predates their election/appointment.

ARTICLE 28

UNIFORM ALLOWANCE

The Employer shall provide each full time employee with an annual allowance of \$375.00 on ratification and every July 1st thereafter to be used for Uniform Allowance. Said uniform style is to

be determined by the E.R.S. Director. Part time employees will be provided with uniform attire, no stipend shall issue.

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. A grievance alleging a violation of this Article may be filed up to but not including arbitration.

ARTICLE 30
EDUCATION ASSISTANCE

SECTION 1

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

- a. All applications for education assistance must be submitted to the Director and approved by both the Director and the City of West Haven Personnel Director prior to the time of registration; such approval shall not be unreasonably withheld.
- b. Course work for which assistance is being requested must be job related.
- c. Course work must be taken at an appropriately recognized and certified educational institution.

SECTION 2

The employer will reimburse employees for actual allowable expenses incurred to a maximum of \$3,000.00 per fiscal year.

- a) Allowable expenses include tuition, books, lab fees, registration fees.
- b) In order to be reimbursed, the employee must provide satisfactory evidence of completion of the course with a grade of "B" or better and proof of prior payment or a passing grade in the case of certification.

ARTICLE 31
CERTIFICATIONS

Dispatchers, by the end of probation, must have and maintain the following certifications and such other certifications as may be mandated in the future by the City of West Haven or other governmental entity:

- a. State of CT 911 Telecommunicator;
- b. Emergency Medical Dispatcher (EMD);

- c. State of Connecticut Collect system;
- d. NCIC;
- e. Emergency Police Dispatch (EPD); and
- f. PROQA.

The Employer will cover the associated costs.

ARTICLE 32
PAST PRACTICE

This Agreement is not intended to nor shall it be considered as abridging any right, benefit, or privilege that employees have enjoyed heretofore, on a reasonable basis, unless it is specifically stated that said practice has been superseded by a provision of the Agreement.

ARTICLE 33
POLICIES

All employees shall conform to the Standard Operating Policies and Procedures as developed for the efficient operation of the Center.

ARTICLE 34
WORKER'S COMPENSATION

SECTION 1

Any employee sustaining a work related injury or disability as provided in this Article must use a health care provider in the City of West Haven's Worker's Compensation preferred provider network, as such may be modified from time to time by the Plan Administrator and approved by the Worker's Compensation Commissioner. If an employee loses time because of an injury sustained in the line of duty for which he or she is entitled to compensation under the Workers' Compensation Act, he or she shall receive payment from Worker's Compensation for the period of disability.

SECTION 2

Whenever an employee suffers an injury for which workers' compensation is claimed, the City shall investigate whether there is work available temporarily for the employee during the period of the employee's rehabilitation. The current job description for the position held by the employee, and any other information concerning the essential functions of the job, will be forwarded to the employee's treating physician and the City's workers' compensation carrier. The physician will indicate which of the essential functions of the job the employee is and is not capable of performing, as well as any medical restrictions on the employee, so that the City can analyze whether alternative work assignments are available. The Director and the City's Personnel Director will review alternative work assignments that may be available for the employee.

If there is a suitable temporary assignment available, the employee will be asked to return to work. It is understood that employees have an obligation to accept suitable alternative work under the Workers' Compensation Act.

A temporary work assignment may not be available for the entire period of an employee's temporary disability. If the temporary assignment ends, the employee will be notified and will no longer be required to report to that assignment.

SECTION 3

During the time period that an employee is out of work the employee shall be responsible for the cost of the co-payment portion of their Health Insurance Benefit.

ARTICLE 35

TRAVEL REIMBURSEMENT

Employees required by the Employer to attend any function using their own vehicle shall be reimbursed for mileage at the I.R.S. mileage rate effective at the time of travel.

ARTICLE 36

DISPATCHER TRAINING

SECTION 1

In the event the City decides to provide training, the Director shall select trainers from volunteers. Trainers shall receive time and one-half (1 1/2) wages for all hours spent actively training a dispatcher when off duty only.

ARTICLE 37

DURATION OF AGREEMENT

SECTION 1

This Agreement shall become effective upon execution and continue in full force and effect to and including June 30, 2021, and thereafter shall be automatically renewed from year to year unless notice in writing shall be given by either party to the other of its termination one hundred eighty (180) days prior to its expiration date or a subsequent applicable expiration date after automatic renewal, in which event is extended for a further period of time.

SECTION 2

Either party wishing to terminate, amend, or modify this Agreement must so notify the other party, in writing, no more than two hundred ten (210) days or less than one hundred eighty (180) days prior to such expiration date.

SIGNED THIS _____ day of _____, 2020.

By and for

CITY OF WEST HAVEN

Local 5127, IAFF

Nancy Rossi, Mayor

Erin Nolan
Local President

Beth Sabo
Director of Personnel and Labor Relations

Raymond Memmott
Local Vice President

Lee Tiernan, Corporation Counsel

Sean Lennon
IAFF Representative

APPENDIX A

WAGE TABLE

WEEKLY RATES

July 1, 2017 through June 30, 2021

	EFFECTIVE DATES		STEP 1	STEP 2	STEP 3
2%	July 1, 2016	Weekly	\$827.37	\$963.78	\$1,125.46
		Hourly	\$ 20.68	\$ 24.09	\$ 28.14
0%	July 1, 2017 - June 30, 2021	Weekly	\$827.37	\$963.78	\$1,125.46
		Hourly	\$ 20.68	\$ 24.09	\$ 28.14
<i>1%</i>	<i>July 1, 2021</i>	<i>Hourly</i>	<i>\$21.31</i>	<i>\$24.82</i>	<i>28.42</i>
		<i>Weekly</i>	<i>\$835.64</i>	<i>\$973.42</i>	<i>\$1136.71</i>
	<i>July 1, 2022</i>	<i>Hourly</i>	<i>\$21.73</i>	<i>\$25.32</i>	<i>\$29.57</i>
2%	<i>July 1, 2022</i>	<i>Weekly</i>	<i>\$852.35</i>	<i>\$992.89</i>	<i>\$1159.44</i>

APPENDIX B

City of West Haven - ERS

This is a brief summary of the benefits covered under the lumens plan. It is not intended to be a complete list of benefits

Option OV \$30; ER \$150; OP \$175 \$400 IP;UC \$75 <i>Includes Health Care Reform Mandates Preventive Care covered 100%</i>			Option V \$2,000/\$4,000 LUMENOS HEALTH SAVINGS ACCOUNT			
COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:	COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:	
Annual Deductible <i>(individual/2-member family/3+ member family)</i>	Not Applicable	\$300/\$600/\$900	Annual Deductible <i>(single family)</i>	\$2,000 / \$4,000		
Coinsurance		20% after deductible	Coinsurance	Not applicable	20%	
Coinsurance Maximum <i>(individual/2-member family/3+ member family)</i>		\$600/\$1,200/\$1,800	Out of Pocket Plan Year Maximum <i>(single family)</i>	\$4,000 / \$6,850	\$4,000 / \$6,850	
Cost Share Maximum <i>(deductible + Coinsurance share maximum)</i>	\$6,600/\$6,600/\$13,200	\$900/\$1,800/\$2,700	Lifetime Maximum	Unlimited	Unlimited	
Office Visit Copayment	\$30 per visit/\$45 Specialist	Deductible & Coinsurance	PREVENTIVE CARE			
Hospital Copayment	\$400 per admission	Deductible & Coinsurance	Well child care	No cost share	Deductible & Coinsurance	
Urgent Care Copayment	\$75	Not Covered	Adult Physical examinations	No cost share	Deductible & Coinsurance	
Emergency Room Copayment — <i>waived if admitted</i>	\$150	\$150	Other Preventive Screenings:			
Outpatient Surgery Copayment	\$175	Deductible & Coinsurance	Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance	
Lifetime Maximum	Unlimited	Unlimited	Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance	
PREVENTIVE CARE			Routine Hearing & Vision screening	No cost share	Deductible & Coinsurance	
Well child care	No Copayment	Deductible & Coinsurance Deductible	Immunizations and Vaccinations <i>(other than those needed for travel)</i>	No cost share	Deductible & Coinsurance	
Well Child Care (including immunizations)						
• 6 exams, birth to age 1						
• 6 exams, ages 1 - 5						
• 1 exam every 2 years, ages 6 - 10						
• 1 exam every year, ages 11 - 21						
<i>Adult Exams;</i>						
			HOSPITAL SERVICES			
			All Inpatient Admissions	Deductible	Deductible & Coinsurance	
			Specialty Hospital — (Rehab) Rehab-100 days per calendar year		Deductible & Coinsurance	
			Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance	
			DIAGNOSTIC SERVICES			

<ul style="list-style-type: none"> STANDARD HCR ADULT PREVENTIVE CARE 	No Copayment		Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
AGE 22+ 1 EXAM PER YEAR			High Cost Diagnostic Tests		
			MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
			THERAPY SERVICES		
Periodic, routine health examinations	No Copayment	Deductible & Coinsurance	Outpatient Rehabilitation		
Routine eye exams (1 exam every 2 years)	No copayment		Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
Routine OB/GYN visits (1 visit per Calendar Year)	No Copayment		Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Mammography (1 exam every calendar year)	No Copayment		Allergy Injections — Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
Hearing screening	No Copayment		MEDICAL EMERGENCY/URGENT CARE SERVICES		
MEDICAL CARE			Emergency Room Treatment	Deductible	Deductible & Coinsurance
Office visits	\$30 per visit/\$45 Specialist	Deductible & Coinsurance	Emergency cost share waived if the Member is admitted directly to the Hospital from the emergency room		
Outpatient mental health & substance abuse - <i>prior authorization required after the 40th visit</i>	\$30 per visit Rate Schedule		Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service	Deductible	Deductible & Coinsurance
OB/GYN care	\$45 per visit		PHYSICIAN MEDICAL/SURGICAL SERVICES		
Maternity care — <i>initial visit subject to copayment, no charge thereafter</i>	\$45 per visit		Medical Office Visits	Deductible	Deductible & Coinsurance
Diagnostic lab and x-ray	No Charge		Services of a Physician or Surgeon (Other than a medical office visit)	Deductible	Deductible & Coinsurance

<p>High-cost outpatient diagnostic —prior authorization required</p> <p><i>The following are subject to copay: M21, MRA, CAT, CTA, PET, SPECT scans</i></p>	<p>No Charge</p> <p>\$45 per visit</p>	<p>Deductible & Coinsurance</p>	<p>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</p> <p>Outpatient Treatment for Mental Health Care and Substance Abuse Care</p>	<p>Deductible</p> <p>Deductible</p>	<p>Deductible & Coinsurance</p>
<p>Allergy services <i>Office visits/testing</i></p> <p><i>Injections - 80 visits in 3 years</i></p>	<p>No Copayment</p>	<p>Deductible & Coinsurance</p>	<p>Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care</p>	<p>Deductible</p>	<p>Deductible & Coinsurance</p>

<u>HOSPITAL CARE</u>			<u>OTHER MEDICAL SERVICES</u>		
substance abuse Semiprivate room Skilled nursing facility General Medical/Surgical Unit (up to 120 days per calendar year)	Prior authorization required \$400 per admission		Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
	\$400 per admission				
	\$400 per admission	Deductible & Coinsurance			
Rehabilitative services — up to 60 days per person per calendar year	No Copayment		Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Outpatient surgery — in a hospital or surgi-center	\$175 per visit		Private Duty Nursing	Deductible	Deductible & Coinsurance

EMERGENCY CARE			Limited to \$15,000 per Plan Year		
Walk-in centers	\$30 per visit	Deductible & Coinsurance	Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Urgent care — <i>at participating centers only</i>	\$75	Not covered	Prescription drugs —	After Deductible:	Deductible & Coinsurance per prescription
Emergency care — <i>copayment waived if admitted</i>	\$150	\$150	(when purchased from ne/work pharmacy)		
Ambulance	No Charge	No Charge			
OTHER HEALTH CARE			Retail Pharmacy:		
Outpatient rehabilitative services -30 visits each for PT, OT, ST and Chiro	\$30 per visit	Deductible & Coinsurance	The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Tier 1: \$5 Tier 2: \$25 Tier 3:\$40 Tier 4:540	
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	\$250 Deductible Per Covered Per Year	\$250 Deductible Per Covered Per Year	Mail Order Prescription Drugs:		Deductible & Coinsurance per prescription
Diabetic supplies & equipment	\$250 Deductible Per Covered Per Year	\$250 Deductible Per Covered Per Year	The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90 day supply.	Tier 1: \$5 Tier 2: \$50 Tier 3:580	
Infertility service-Unlimited	Covered	Deductible & Coinsurance			
Home health care	No Charge	Deductible & Coinsurance	Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
PHARMACY Retail 30 day supply Mail Order 90 days: 2 times Retail			Human Organ and Tissue Transplant	Deductible	Deductible & Coinsurance
Tier 1: Generic Drugs	\$5	Coinsurance	Unlimited Maximum	Deductible	Deductible & Coinsurance
Tier 2: Listed Brand-Name Drugs	5.20	Coinsurance	Home health care		
Tier 3: Non-Listed Brand-Name Drugs	\$35	Coinsurance	Nursing and therapeutic services limited to 200 visits per calendar year	Deductible	Deductible & Coinsurance
Annual Maximum per Calendar Year	\$1,000	Coinsurance	Home health aide services limited to 80 visits that are (applicable to the 200 visits limit)	Deductible	Deductible & Coinsurance
PS Sector 3 tier drug no edits			In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible	Deductible & Coinsurance

Anthem, C/

Century Preferred

City of West Haven-ERS

001706-439

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network <i>Member pays:</i>	Out-of-Network <i>Member pays:</i>
Office Visit (OV) Copayment	\$25 per visit	Deductible & Coinsurance
Specialist(SV) Copayment	\$35 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$500	Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment — <i>waived if admitted</i>	\$150	\$150
Outpatient Surgery (OS) Copayment	\$200	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$300/600/900
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)		600/1200/1800
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)		\$900/1800/2700
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care	<u>No Charge</u>	Deductible & Coinsurance
Periodic, routine health examinations	<u>No Charge</u>	
Routine eye exams	<u>No Charge</u>	
Routine OB/GYN visits	<u>No Charge</u>	
Mammography	<u>No Charge</u>	
Hearing screening	<u>No Charge</u>	

*Hearing exams will take a copay when they are done by a provider other than your primary care physician

MEDICAL CARE

Office visits with PCP	<u>OV Copayment</u>	Deductible & Coinsurance
Office visits with Specialist	<u>SV Copayment</u>	
Outpatient Mental Health & Substance Abuse - <i>prior authorization required</i>	<u>OV Copayment</u>	
OB/GYN care	<u>SV Copayment</u>	
Maternity care — <i>initial visit subject to copayment, no charge thereafter</i>	<u>OV Copayment</u>	
Diagnostic Lab, X-ray and Testing	No charge	
High-Cost Outpatient Diagnostic	No charge	
Allergy Services		
<i>Office visits/testing</i>	SV Copayment	
<i>Injections-80 visits in 3 years</i>	No Copayment	

HOSPITAL CARE — *Prior authorization required*

Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	<u>HSP Copayment</u>	Deductible & Coinsurance
Inpatient Mental Health & Substance Abuse <u>Skilled nursing facility</u> — <i>up to 120 days per calendar year</i>	<u>HSP Copayment</u>	
Rehabilitative services — <i>up to 60 days per person per calendar year</i>	HSP Copayment	
	<u>No charge</u>	

Outpatient surgery — <i>in a hospital or surgi-center</i>		OS Copayment
EMERGENCY CARE		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care — <i>at participating centers only</i>	UR Copayment	Not covered
Emergency care — <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	No charge	No charge
OTHER HEALTH CARE		
Outpatient rehabilitative services <i>30 visits per member per calendar yeareach- PT, OT, ST and CHIRO</i> <i>-Excess covered as out of network</i>	\$30 Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic Devices <i>\$100 deductible Unlimited maximum per member calendar year</i>	\$100 Deductible	Deductible & Coinsurance
Infertility Services (<i>diagnosis and treatment</i>)	Applicable Copayment	Deductible & Coinsurance
Home Health Care	No charge	\$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

<p><i>Well Child Care (including immunizations)</i></p> <p>7 exams birth to one</p> <p>7 exams I to 5</p> <p>1 exam every year 5-22</p> <p><u>1 exam every year 22+</u></p>

<p><i>Adult Exams</i></p> <p>1 exam every year 22+</p>
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<p><i>Mammography</i></p> <p>+ 1 baseline screening, ages 35-39</p> <p>e 1 screening per year, ages 40+</p> <p>◆ Additional exams when medically necessary</p>
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<p><i>Vision Exams: 1 exam every calendar year</i></p> <p><i>Hearing Exams: 1 exam every 2 calendar years</i></p> <p><i>OB/GYN Exams: 1 exam per calendar year</i></p>
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Notes To Benefit Descriptions

- In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- o Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis
- * Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- + Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of unlimited. Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of sex change operations; surgical and non-surgical services related to Tildf syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

CENTURY PREFERRED
.11.4A/A GED RC, 3 TIER
Benefits at a Glance

SS COPA MEAT GENERIC DRUGS
S20 COPA MEAT LISTED BLIND-NAME DRUGS
S35 COPA MEAT NON-LISTED BRAND-NAME DRUGS
51,000 Annual Maximum

How To Use 3-Tier Managed Rx

3-Tier Managed Rx has three different levels (or "tiers") of copayments, depending on the type of prescription drug you purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You'll still have coverage for brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It's a simple way to save out-of-pocket expenses.

Copayments and Day Supplies

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a retail pharmacy.
- You'll be responsible for two copayments when purchasing a 30-day to 90-day supply of maintenance drugs through the voluntary mail-service program (see chart for details).

Generic Drugs Have the Lowest Copayment

		<i>Your copayment</i>
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of <u>preferred prescription drugs</u> . Tier 2 copayment applies.	
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment	
Mail Service	Two copayment(s) per 30-90 day supply	\$10114970
Annual Maximum	Per member per calendar year	\$10,000

Generic Substitution

- When a generic equivalent is available and you obtain a preferred or non-preferred brand-name drug, you will be responsible for the Tier I copayment *plus* the difference in cost between the generic and brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.
- Prior authorization may be required for certain Prescription Drugs (or the prescribed quantity of a particular Drug). Prior authorization helps promote appropriate utilization and enforcement of guidelines for Prescription Drug benefit coverage. The PBM uses pre-approved criteria, developed by our Pharmacy and Therapeutics Committee, which is reviewed and adopted by us.
- Step therapy may be required for certain Prescription Drugs. Step therapy refers to the process in which you may be required to use one type of medication before benefits are available for another.

Voluntary Mail-Service Program

Anthem Rx, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 90-day supply of these medications and have them delivered directly to your home.

Two mail-service copayments will apply as follows: S40 Listed Brand; Sift Non-Listed Brand

National Pharmacy Network

Members also have access to a network of more than 64,000 retail pharmacies throughout the country. Members may call 1-385-207-4214, to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the allowed amount, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail service. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions. For more information, contact your benefits administrator.