

**City of New Haven**  
**And**  
**AFSCME, Local 884 (Clerical Union)**

**TENTATIVE AGREEMENT**  
**SUBMITTED -04/11/23**

**Article 3, Rights of Employer** City Proposal **TA 2/23/23**

**Article 4, Union Security & Checkoff** (Janus language)

The City accepts the union's proposal #4 **TA 12/13/22**

**Article 5, Seniority** **TA 2/23/23**

**Section 11**

The City of New Haven agrees that any Local 884 member who is transferred or promoted to any position included in Locals 424 (Units 34 and 128), 3429, 287 or 3144 shall be able to maintain their sick and vacation accruals and further agree that their time in Local 884 shall be credited towards vacation accruals and longevity benefits, if eligible, as prescribed by the applicable contract.

**Article 6, Vacations** **TA 2/23/23**

The City counters the union's proposal #6 with: "The time for taking vacations shall be approved by the Department Head no later than ten (10) working days from the date of the request."

**Article 7, Hours of Work** **TA 3/9/23**

Definition of Essential Workers: Employees who conduct a range of operations and provide services that are essential to ensure the continuity of critical functions. No later than January 31<sup>st</sup> of each year, the City shall provide a list to the union of all essential positions.

**Section 5**

Whenever the Mayor determines that City Hall and/or other City agencies must close, the following shall prevail:

- (A) Employees who are allowed to go home or not required to come to work shall not lose any compensation nor will they be charged sick leave for that day or portion of the day.
- (B) Employees who are required to work due to the nature of their duties shall receive their normal compensation.
- (C) Employees who are deemed essential workers, are called into work outside of their regular shift and required to work because of the declared emergency shall receive compensation at time and one half for all hours worked.

**Section 6**

<b><u>Department</u></b>	<b><u>Classification</u></b>	<b><u>Work Week</u></b>
Public Safety Communications	911 Operator/Dispatcher I 911 Operator/Dispatcher II 911 Operator/Dispatcher III	The work schedule for Public Safety Employees shall be between Sunday and Saturday,
	All Public Safety Communications employees in the above classifications shall have 2 consecutive days off in their regular work week. Shifts will be bid by seniority with <u>one bid in November to take effect the beginning of January one in March to take effect the beginning of May, and one in July to take effect the beginning of September.—TA 3/21/23</u> Employees will have 30 days advance notice of the change in work schedule as a result of the bid. <u>Part time employees shall work a minimum of three (3) shifts per month with a maximum of eight (8) shifts per month and shall be eligible to work or take calls from any department provided they are qualified.—TA 3/21/23</u>	<u>A shift 8 AM to 4 PM</u> <u>B shift 4 PM to 12 AM</u> <u>C shift 12 AM to 8 AM</u>  <b><u>SHIFT SCHEDULES SHALL BE STRICTLY ENFORCED</u></b>

**Remove MOU (Suggested disposition of all MOUs is at the bottom of the document):**

**RE: Public Safety Communications – Clarification of Job Duties and Work Rules dated March 9, 2012—TA 3/21/23**

**Additional language in existing Article VII, Section 6  
under the heading of Public Safety Communications**

Permanent full-time Operator/Dispatchers will be allowed to select shifts to which they are assigned based on seniority. The Director or Deputy Director of PSAP has the prerogative to determine how many employees will be assigned to each work shift.—**TA 3/21/23**

Three times each year, Operator/Dispatchers will re-bid for shifts. Additional regular hours worked due to the shift re-bid shall be paid at their base rate of pay. —**TA 3/21/23**

Probationary employees have no right to bid for their work shift/hours of work ~~and~~ **but** shall ~~not~~ be included in the bidding process, **at the discretion of the Director**. Probationary employees shall be assigned to any established work shift upon completion of the CTO program, as determined by the Director or Deputy Director of PSAP. Once assigned to a work shift, they shall remain on that work shift for at least thirty (30) days before they may be reassigned to a different work shift or work group. —**TA 4/3/23**

If the shift bid results in a change of work shift/hours and/or work group for any employee, the reassignment will take place on the next Sunday. —**TA 3/21/23**

If the Director or Deputy Director of PSAP determines the need to fill a vacancy on a particular work shift and/or work group during the bid cycle for reasons such as retirement, resignation, promotion, long-term absences (30 or more days), or dismissal of an employee, the position shall be filled for the duration of that bid cycle as follows:

- a. Reassignment of an employee, based on volunteering with a seniority tiebreaker, who had bid for the vacant work shift/hours during the last bid process.
- b. Reassignment of an employee based on reverse seniority.—**TA 3/21/23**

In the event the City must transfer an employee to another shift after the shift re-bid process is completed, the City shall give the employee a two (2) week notice of said transfer. —**TA 3/21/23**

The hours of work outlined in this Article shall include one half (1/2) hour paid lunch and if feasible considering workload, two (2) fifteen-minute breaks, one of which will be taken in the first half of the shift and one in the second half of the shift. **Employees may continue to combine the fifteen-minute break(s) with the meal break so long as they obtain prior permission from the on duty supervisor.** —**TA 3/21/23** (This added language is from a July 31, 2012 MOU.)

Part time Operator/Dispatcher:

The City may hire and retain up to **eight (8)** part time Operator/Dispatcher (cannot have been away from employment as a dispatcher for more than (12 months at hire) at any one time. Current part time Operator/Dispatcher are grandfathered.**The Director or Deputy Director will determine whether brush up training is required for any part-time operator dispatcher is needed before assigning them to work.**—**TA 4/3/23**

If three (3) full time Operator/Dispatchers are working, the 4<sup>th</sup> slot may be filled by a part time dispatcher. —**TA 4/3/23**

Part-time Operator/Dispatcher may also be used when a full-time employee would otherwise be mandated if available but may not be used to avoid hiring for special assignment. Part time (under 20-hour) Operator/Dispatcher are non-union. Part-time

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dispatchers shall be required to work at least three and no more than eight shifts in each month.—TA 3/21/23

### Operator/Dispatcher Training Obligations

Obligation of the City: The city is obligated to provide training to all bargaining unit members employed at PSAP to obtain the goal of all bargaining unit members being fully trained in call answering, police dispatch, and fire dispatch. Call answerers shall be assigned to training on a seniority basis. ~~The first class and each subsequent class shall be composed as follows: Roughly half of the class will be constructed in seniority order starting with the most senior call answerers and the remaining members of the class will be drawn from the bottom of the seniority list starting at the least senior.~~ The first class of call answerers shall complete their cross-training within 180 days of **being assigned to training** ~~the signing of this agreement.~~ Additional classes of call answerers shall be assigned to training in seniority order and will have 180 days to complete their cross-training once assigned.

Operator/dispatchers who are currently trained in either police dispatch but not fire dispatch or fire but not police dispatch shall be **trained within 120 days of their being assigned to a training class.** ~~provided training within one year of the signing of this agreement.~~ —TA **4/3/23**

Obligation of the Employee: All ~~bargaining unit members~~ **call answerers** employed at PSAP shall be fully trained in ~~call answering,~~ police dispatch, and fire dispatch within 180 days of their being assigned to training. **All operator/dispatchers employed at PSAP shall be fully trained in police dispatch, and fire dispatch within 120 days of their being assigned to training.**—TA **4/3/23, TA 4/3/23**

These are mutual obligations. If the city makes the training reasonably available, employees who fail to complete the training by the deadline stated above shall be subject to discipline. If the city fails to make training reasonably available, employees are under no obligation to complete the training before the deadline listed above. —TA **3/21/23**

After one year of successful service, provided that the employee has demonstrated proficiency in all functions in Public Safety Communications, an employee in the classification of 911 Operator/Dispatcher I shall receive a salary upgrade to 911 Operator/Dispatcher II. —TA **3/21/23**

All Operator/Dispatchers III, if not proficient at the time of signing of this agreement, shall become proficient in all functions in Public Safety Communications, including both police and fire dispatch by the date listed above.—TA **3/21/23**

**School Security Officer—TA 3/21/23**

Remove MoU #23, Security Aides – Inclusion in Local 884, Dated 6/11/2012.

Add the following language to Article VII, Section 6:

School security officers employed by the Board of Education, as of the date of ratification, and new hires after the ratification of this agreement will be classified as 12-month school security officers, with assignment to a school, or any other assignment within the Board of Education as operational needs dictate.

1. School Security Officers shall be assigned to duties as scheduled and directed by the Superintendent of Schools or his designee.
2. The workday for School Security Officers assigned to a school or schools shall be an eight-hour day with a paid on-call half hour lunch, which shall not be used during the last half hour of a workday to go home early or not be used as travel time to and from an assignment.
3. On early school dismissals, School Security Officers shall be allowed to go home with pay once it is determined that the school security needs have been fully satisfied and the students and staff have vacated the building.
4. It is agreed by the parties that the School Security Officer job description attached hereto and marked as Exhibit A shall be the job description for School Security Officer.
5. Effective with the ratification of this agreement, School Security Officers shall be fully entitled to the medical benefits of the current Local 884 Contract. —**TA 3/21/23**

**Add to Section 6 (Library): —TA 3/21/23**

Library

Library Assistant  
Library Technical Assistant  
Junior Librarian

The work schedule for regular thirty-seven and one-half (37.5) hour work week employees shall be between Monday and Saturday, between the hours of 9:00 am and 8:00 p.m., with a one-hour unpaid meal break. Sunday hours between **1 pm and 5 9:00 am** and ~~2:00 pm~~, paid at time and three quarter.—**TA 3/16/23. Sunday Hours shall be voluntary first, then by reverse seniority on a rotating basis.** Management shall neither require nor schedule any bargaining unit member to work more than eighteen (18) Saturdays over the year unless the individual expresses a contrary preference to work additional Saturdays. Employees required to work eighteen (18) Saturdays over the year shall earn

two (2) additional paid day off commencing February 1 through January 31 annually. One paid day off shall be earned once the employee works nine (9) Saturdays commencing February 1, and a second paid day off upon the employee working an additional 9 Saturdays before January 31.

**Add to Section 6 (Police Records Room Clerks):** Shifts will be bid by seniority, with one bid in October to take effect the beginning of January and one bid in April to take effect the beginning of July.

**Add to Section 6 (Traffic & Parking) Under existing section for Parking Enforcement Officers:**

**Part-Time Parking Enforcement Officers and Meter Checkers**

**Part-Time Parking Enforcement Officers and Meter Checkers shall work a maximum of 19 hours per week. The shifts for these positions shall be established based on department needs.**

**Part-Time Parking Enforcement Officers and Meter Checkers shall receive three (3) hours of pay for the following holidays only: New Years, Good Friday, Independence Day, Thanksgiving, and Christmas.**

**Part-time PEOs and meter checkers shall have the option of enrolling in the city's health plan at the city's cost. (see MOU P/T Parking Enforcement Officers, April 1, 2010.)**

**Add to Section 6 a new category (Finance)**

**Part-Time Auditor II shall receive five (5) hours of pay for the following holidays only: New Years, Good Friday, Independence Day, Thanksgiving, and Christmas.**

**(See MOU P/T Auditor II, June 18, 2019.)**

**Section 7 - Flex Time TA 2/23/23**

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

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

(C) The Department Head must complete the attached form prior to initiating a flexible work schedule and must submit the form to HR, Labor Relations, and the Union for documentation purposes.

(D) The party wishing to terminate the flexible work schedule agreement shall give at least fourteen (14) days written notice of such termination to the other party, unless at or after the time when such notice is given, both parties shall agree to a shorter notice period.

(E) Any dispute(s) shall be submitted to Step 3 (OLR) of the grievance procedure and the Director of Labor Relations shall resolve the dispute(s) and his/her decision shall be binding on the parties. The union shall have no right to file the grievance to arbitration.

Section 9-(New)- Communication Training Operator (CTO) TA 2/23/23

Employees certified as Communication Training Operators (CTO) shall receive an hourly differential of \$5 an hour for each hour or portion thereof spent in direct training of a trainee. Assignment as a CTO shall be voluntary and one-on-one with seniority as a tie breaker when more than one person volunteers.

~~Section 10 (New) — Administrative Assistant/Scheduler~~

~~In relation to the changes outline in the language of Article 7 Section 6, and the changes in Article 8, Section 7 Overtime, the PSAP Administrative Assistant in charge of scheduling shall receive an hourly differential of \$3 per hour for performing the assignment of scheduling, monitoring, and modifying the schedule for Operators/Dispatchers. The differential of \$3 shall be removed if the duties are no longer performed by the Administrative Assistant/Scheduler. —Withdrawn 3/21/23~~

Old Section 9 shall become Section 10 ~~+~~

**Article 8, Overtime**

City accepts Union's proposal #11     **TA 12/13/22**

City Rejects Union's proposal #12

City accepts Union's proposal #13     **TA 12/13/22**

**Add a new Section 7 Overtime for PSAP**

Sub-Section a.

- i. All hours actually worked beyond the regularly scheduled work shifts in any workweek shall be paid at the rate of time and one-half, with the exception of mandatory overtime addressed in Article VIII, Section 7(f) of this Contract. All overtime hours worked over 12 hours in a workday shall be at double time (this does not include mandatory overtime which is treated in Article VIII, Section 7(f)).—**TA 4/3/23**
  
- ii. ~~The employee shall have the option of taking all overtime as compensatory time.~~ Compensatory time shall be accrued at time and a half. The employee can only accrue up to 24 hours of compensatory time at one time. The time must be used in full 8-hour increments. All hours after the 24 hours will be paid at the appropriate pay rate of the employee. **All PSAP employees in the bargaining unit will be paid out any remaining comp time, not to exceed 24 hours, at the end of the calendar year.—TA 4/3/23**

iii. Employee shall not use compensatory time on holidays. —TA 4/3/23

Sub-Section b.

The schedule shall continue to be created one month ahead and openings shall continue to be filled using volunteers to the greatest extent possible and then filled through mandate. The Director or Deputy Director of PSAP or his designee shall fill and schedule any necessary adjustments to fill any remaining dispatch openings. —TA 4/3/23

Sub-Section c.

Overtime assignments will be hired on Monday (unless Monday is a holiday when it will be done on Tuesday) of each week for scheduled absences of two (2) weeks in advance. Overtime for advance openings may be requested through the department's communication system, or submitted, in writing, ~~and shall be assigned in order of preference of opening,~~ **All overtime will be offered to the employee who has the least amount of overtime within the month of the overtime assignment. Overtime will be offered by using the mass notification system. In the event of a tie, the overtime will be offered to the employee with the most Seniority.** In the event a written, or phone ~~submitted~~ request is not received, a phone call will be placed to the dispatcher whose name is next on the list. —TA 4/3/23 (Overtime offer language is from Addendum "PSC OVERTIME DISTRIBUTION" to MOU, PSAP job duties, work rules, training deadlines, March 9, 2012, which is being integrated here and then removed.)

~~There are six (6) possible responses to the overtime list when a name comes up:~~

- ~~1. Acceptance of an overtime (either verbal or written) — the name is placed on the bottom of the list.~~
- ~~2. A refusal of overtime — the name is placed on the bottom of the voluntary overtime list. Dates not indicated on a written request shall be treated as a refusal.~~
- ~~3. No contact (Neither a written request was left, nor the party was not contacted via telephone), the name remains the same on the list.~~
- ~~4. Not Eligible — The party is not eligible due to vacation, illness, scheduled to work or more than sixteen (16) hours the name remains the same on the list.~~
- ~~5. Short term hires (24 hours or less) refusals, the name remain the same on the list.~~
- ~~6. Second round hire refusals, the name will remain the same on the list. —TA 4/3/23~~

~~The Scheduler shall go down the regular overtime list, he/she will see if the person on the~~



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~~list has left a request. If a written request is made, the person will be hired at the open slot highest on the request. After the first round of hires (when all names on the list have had a chance for slots), the procedure is repeated. When all requests have been filled via written request or phone calls and there are still openings the Supervisor then offers the overtime in four (4) hour increments prior to mandating overtime. DELETE—TA 4/3/23~~

It is the responsibility of all Operator/Dispatchers to check the list on their next return to duty date each week to see if they have been mandated for the openings.—TA 4/3/23

Sub-Section c. Any dispatcher off on earned time, floating holiday, training, or vacation time will be deemed not eligible from sixteen (16) hours before and sixteen (16) hours after the stated shifts.—TA 4/3/23

Any Dispatcher whose days off (i.e. vacation, comp time, paid time to fill one full week off will be ineligible for overtime or mandates unless he/she specifically requests, in writing, to be called during this period.—TA 4/3/23

Sub-Section d.

Overtime assignments caused by sickness, injury or other short- notice (seven (7) days or less) shall be filled at the time of notice, by phone call or by verbal acceptance if working. These shall be filled by using the voluntary list once. When the employee who is first on-the mandatory list is offered the voluntary overtime and they refuse, they will be told that they are mandated in if no one accepts the voluntary overtime.—TA 4/3/23 **The mandated Operator/Dispatcher shall be paid at a rate of time and one half for the first four hours of mandated time. If the Operator/Dispatcher is mandated to remain after completing twelve hours of work, the next four hours shall be at double-time.**

Prior to overtime hiring assignments becoming mandated for a shift, the opening will once again be offered in four (4) hour increments. If no dispatcher accepts the four (4) hour shift, then it will become a mandate.—TA 4/3/23

Sub-Section e.

Operator/Dispatcher who refuse more than one (1) of their own accepted voluntary overtime, **with less than 48-hours-notice**, in the same month shall be removed ~~only~~ from the voluntary overtime list for a period of two (2) weeks and shall be placed on the top of the mandatory overtime list. **If accepting overtime within 48 hours of its occurrence, cancellation must be at least eight (8) hours before the schedule shift. Failure to provide eight hours-notice on these short turn-around volunteer occasions shall be removed from the voluntary overtime list for a period of two (2) weeks and shall be placed on the top of the mandatory overtime list.—TA 4/3/23**

~~Operator/Dispatcher who refuse two (2) of their own accepted voluntary overtime in the same month shall be shall be charged accrued time for the third (3<sup>rd</sup>) and subsequent refusal of overtime.—TA 4/3/23~~

Operator/Dispatcher who accept more than one (1) voluntary overtime for the two (2) weeks advance hiring will be mandated last.—TA 4/3/23

Sub-Section f. Mandatory Overtime

Mandated openings will be hired as follows:

Short term openings will be filled by using the mandatory list. —TA

4/3/23

Advanced hire openings will be filled as follows:

- 1 Operator/Dispatchers who have taken no voluntary overtime for the scheduled week will be mandated first. —TA 4/3/23
- 2 Operator/Dispatchers who have taken the least amount of voluntary overtime for the week will be mandated next. —TA 4/3/23
- 3 Operator/Dispatchers who are mandated in under (a) above shall be paid at time and one half for that overtime, not double time. —TA 4/3/23
- 4 Operator/Dispatchers who refuse a mandated overtime due to illness or injury may be required, **at the request of the Director**, to submit a physician's note within one (1) weeks of the overtime. —TA 4/3/23
- 5 An employee scheduled to work shall be mandated prior to an employee who is on a scheduled day off or on any leave time unless, it puts another employee at the excess of working sixteen (16) hours or an emergency in the dispatch center. —TA 4/3/23
- 6 Use of Comp time must be requested five days in advance. —TA 4/3/23
- 7 Operator/Dispatchers working overtime on their day off are considered ineligible for a mandate for **the next shift** ~~that same day~~. —TA 4/3/23
- 8 When a dispatcher is working ~~twelve (12)~~ **eight (8)** hours and must be held for ~~four (4) hours~~ at least **30 minutes within a week**, his/her mandatory requirement is considered satisfied, and he or she goes to the bottom of **the mandatory overtime list**. —TA 4/3/23.
- 9 Compensation for mandatory overtime that is mandated by management (when you **an employee has** ~~have~~ satisfied your **his or her** mandatory

- 10 overtime requirement) shall be at the rate of double time. These hours do not count towards the hours of double time in Article VIII, Section 7(a). —**TA 4/3/23**
- 11 When the Scheduler cannot hire from the voluntary overtime list (the list has been exhausted or all Operator/Dispatchers on the overtime list have refused the overtime) overtime assignments will once again be offered in four (4) hour increments. If no full-time or part-time Operator/Dispatcher accepts the four (4) hour shift, the Director or Deputy Director shall offer the supervisor the OT prior to going to the top of the mandatory overtime list and mandate overtime. —**TA 4/3/23**
- 12 Only permanent full-time, and part-time Operator/Dispatchers shall be eligible for voluntary overtime. [No other City employees, employed in any other department or division of the City shall **perform operator/dispatch** work in the Dispatch Center on an overtime or non-overtime basis unless they hold the required certifications (NCIC, Telecommunication, or equivalent) to be a fully trained dispatcher and no full time qualified dispatcher has accepted voluntary overtime (this may be waived if a State or City wide emergency is declared by the Mayor, CAO, or their designee.)] —**TA 4/3/23**

Sub-Section g.

When a scheduling **employee officer** calls for long term scheduling (absences created twenty-four (24) hours or more before the shift) the called party shall have a maximum of ten (10) minutes to reply to the scheduling officer. The telephone or cell phones, (or other system utilized by PSAP) if a dispatcher desires, will be utilized for all long-term overtime calls. —**TA 4/3/23**

An Operator/Dispatcher out sick or injured shall not be offered an overtime assignment except advanced overtime which they will physically be able to work. They will become eligible for an assignment eight (8) hours following the absence or when they work a regularly scheduled shift, whichever comes first—**TA 4/3/23**.

Sub-Section h.

Operator/Dispatcher will not work more than sixteen (16) continuous hours in a twenty-four (24) hour period, (commencing at the start of their shift) except during a citywide emergency as decided by the Mayor, CAO, or designee. —**TA 4/3/23**

Sub-Section i.

Anytime the dispatcher has another dispatcher cover part of the shift, the Shift Supervisor, or the Director or Deputy Director of PSAP will be notified of the change prior to the beginning of the shift. —**TA 4/3/23**

Sub-Section j.

Any employee called back to work **voluntarily** shall receive a minimum of 4 hours OT. Employees held over from their shift or called in less than 4 hours prior to the start of their regular shift shall receive hour for hour OT. —**TA 4/3/23**

Article 9, Section 6-Call In Pay TA 3/9/23

Section 5- TT&P City rejects U#14 and counters with 4 hr minimum at time and one half.

Section 6(new)- City rejects U#15 and counters with 4 Hr minimum at time and one half.

Article 9, Section 6 (New) TA 3/9/23

City's Proposed Contract language

On call- in the Code Enforcement Division of the Livable City Initiatives shall be assigned first on a voluntary basis from a weekly rotating sign-up sheet. Where there are insufficient volunteers, the Department reserves the right to make assignments based on the needs of the Department. For each call in off regular scheduled hours, the employee called in shall be guaranteed a minimum of four (4) hours at time and a half.

Article 10, Sick Leave:

Section 5 - Medical Certificate Required TA 2/23/23

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

- (A) For frequent or habitual absence from duty and/or when in the judgment of the appointing authority there is reasonable cause for requiring such certificate.
- (B) For any period of absence consisting of more than three (3) consecutive working days.
- (C) When a member of the immediate family is critically ill or disabled.

Article 12, Holidays: TA 2/23/23

All eligible employees shall receive thirteen (13) paid holidays, which shall be observed between Monday and Friday. The eleven (11) holidays which will be celebrated on the dates prescribed by law are New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day /Indigenous Peoples Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Employees shall also receive a 12<sup>th</sup> paid holiday on Juneteenth.

In addition, employees shall receive one (1) floater holiday for the use at their discretion. If the floater holiday is not used by July 31 of the calendar year, the employee shall on August 1 select the floater holiday for use in the remainder of that calendar year. Seniority by rotation shall prevail in any areas of conflict. Further, any day declared a holiday by the Mayor of the City, and which results in a paid holiday for all City Departments shall also be observed as a holiday under this Article if such day is a normal work day. Employees who are required to work on such holidays shall, in addition to holiday pay, be paid at time and one-half their regular hourly rate for all hours worked on such holidays. Ten (10) month employees of the Department of Education are not entitled to paid holidays.

Article 15, Wages: \*Step movement every other year. City Accepts Union Wage proposal of 3%, with step movement every other year.—**TA 12/13/22**

FY 2020/21 – 3%

FY 2021/22 – 3% **First Step Increase**

FY 2022/23 – 3%

FY 2023/24 – 3% **Second Step Increase**

FY 2024/25 – 3%

(Added to clarify timing of Step Increases)

Retroactivity of the new salaries will be paid in two payments; to be eligible for these payments, the employee must be employed at the time of payment.

- 1) First payment within 30 days of ratification
- 2) Second payment paid 90 days after ratification.

**Article 15, Wages - Direct Deposit:** TA 12/13/22

Effective upon ratification, the City will no longer issue paper paychecks. All payroll compensation will be made via direct deposit to the employee's bank account of record by 9:00 am on the established pay date for that employee's pay period.

**Section 10**

Employees required and assigned in a higher classification within Local 884 for more than one (1) working day in a working week shall be paid at the rate of the higher classification for the entire period of time that they are working in the higher classification. A higher classification is considered to be a classification in a higher salary range than the employee assuming the duties. Financial approval must be obtained by the Department Head prior to assigning employees to the higher classification.

**Section 11** TA 12/13/22

Any 884 employee who is temporarily assigned by the Department Head to work in a supervisory or management position shall be compensated an additional five dollars (~~\$3.00~~) **\$5.00** per hour for all hours assigned. Financial approval must be obtained by the Department Head prior to assigning employees to the higher classification.

**Section 12 Add the following:** TA 3/9/23

PSAP Operators I and II shall receive a \$3.00 differential per hour when assigned to work Fire Dispatch and IS-5 ("Collect").

**Article 16, Shift Differential** TA 3/9/23

**Section 1**

Effective upon ratification by the Board of Aldermen, the shift differential for the second shift will be **\$1.00** per hour and for the third shift shall be **\$2.00** per hour.

**Article 19, Absentee Policy** TA 3/9/23

Any employee who will be absent from work shall notify his/her supervisor by phone as soon as possible before the start of his/her shift. (In no event less than 60 minutes prior to the scheduled shift start, absent exigent circumstances). Such notification must be given by phone, personally and directly, to the supervisor or designee. Failure to provide said notice will result in an unexcused absence, which shall be coded as unauthorized leave without pay.

Days in which sick or vacation time is used or in which the absence is approved by management shall not be considered an unexcused absence for purposes of this policy. Absences of three (3) consecutive work days without notification to the supervisor (by the employee or employee's immediate family) shall be considered as a voluntary quit except in cases where it is proven the employee was legitimately unable to provide notice.

Discipline shall be as follows:

First Unexcused Absence: Oral Warning

Second Unexcused Absence: Written Warning

Third Unexcused Absence: Suspension

Fourth Unexcused Absence: Termination

### **Article 20, Prior Practices TA 3/9/23**

This Agreement constitutes the complete and entire agreement between the parties and supersedes and cancels all prior practices, memoranda, understandings, and agreements, whether written or oral, unless expressly stated to the contrary and included in writing herein or by side letter attached. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements reached by the parties after the exercise of that right and opportunity are set forth in this agreement. The parties acknowledge that all mandatory subjects of bargaining have been negotiated and neither party has any right to negotiate further on these or any other subjects during the term of this agreement, except by mutual consent. Additionally, no amendment to this agreement shall be binding unless ratified by both the City of New Haven Legislative Body and the Union membership and executed in writing by the Union and the Director of Labor Relations or his/her designee.

Parties will review all current MOUs to determine which are still in effect and should be incorporated into the contract.

### **Article 22, Insurance:**

Changes to the prescription coverage plan as follows:—TA 3/9/23

1. Convert from the IngenioRx National formulary to the Essential formulary
2. Increase Rx copays and add a fourth tier for specialty drugs as follows:
  - High Deductible plans: Copays after deductible \$15/\$35/\$60/\$75 Retail; 2X Mail
  - Non-High Deductible plans: \$15/\$35/\$60/\$75 Retail; 2X Mail
3. Adopt Specialty Drug management provisions
  - High Deductible Plans: IngenioRx Specialty Accumulator Rules
  - Non-High Deductible Plans: IngenioRx Cost Relief

Eliminate Comp Mix and BC POE

### City's Annual HSA contributions

- First year's contribution for new enrollees who are current employees shall be at 65%—TA 3/16/23
- Employees hired after ratification are not eligible for the above, and contribution shall be 50%
- Maintain annual contributions of 50% through the term of the contract.

### Employee Premium Cost Shares – Based on allocation rates

- HDHP- H.S.A. 12%
- Century Preferred PPO Buy-Up from HDHP
- Dental – 10%
  
- All new employees will only be eligible for the HDHP@ 50% employer contribution.
- Retiree Medical: HDHP upon retirement until age 65; then Medicare supplemental (all at the active employee costs)
- OPEB increased to 1.5%

### Medical Opt Out

On an annual basis, employees who have alternate health insurance coverage may choose to waive the above listed health insurance and instead receive an additional lump sum payment in the amount of \$1000 single / \$1,500 w/Child / \$2000 family. Employees who choose to exercise this waiver must so inform the Human Resource Department, in writing, by June 1 for the next year beginning July 1. Employees who have waived, but wish no longer to waive, shall inform the Human Resource Department, in writing, by June 1 for the next year beginning July 1. Waiver payments shall be disbursed on the first pay period following June 1 and only to those Employees still employed by the City on that date. Once a participant opts back into medical coverage or fails to exercise his/her right to continue opting out, he/she shall no longer be eligible. The waiver and payment shall terminate if not permitted by applicable law. Employee will be required to provide proof of insurance at the time of submission of the waiver and shall be prohibited from receiving any payment if covered by any other plan in the city or the Board or Education.

### Article 25, Union Business Leave (Sections 1, 2 & 4) TA 3/9/23

#### Section 1

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

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

Section 2

A Union grievance committee of ~~up to four (4)~~ **two (2)** persons shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of scheduled grievance hearings, when such meetings take place at a time during which such grievance committee members are scheduled to work.

Section 4

All leave for union business shall be requested at least 48 hours in advance through Labor Relations and shall be coded on individual timesheets as Code #312 (union business leave).

**Article 26, Disciplinary Procedure**                      **TA 3/9/23**

Section 7: Union Representation: An Employee shall have the right to union representation at investigatory interviews that the employee reasonably believes may lead to discipline. An Employee shall not have the right to a representative of their choosing if it shall unreasonably delay (more than 24 hours) the investigation but shall have access to any available union representative.

**Article 26, Disciplinary Procedure**

**Add a New Section 8 as follows:**

- a) **An employee who utilizes eight (8) instances of sick leave in a calendar year shall receive a verbal warning. At or before such time, the employee will be provided information concerning Family and Medical Leave (FMLA) and accommodations under the Americans with Disabilities Act (ADA).**
- b) **The employee shall receive a written warning upon utilizing a ninth instance of sick leave in a calendar year.**
- c) **The employee shall receive an unpaid suspension of one (1) day upon utilizing a tenth instance of sick leave in a calendar year.**
- d) **The employee shall receive an unpaid suspension of five (5) days upon utilizing an eleventh instance of sick leave in a calendar year.**
- e) **The employee shall be terminated upon utilizing a twelfth instance of sick leave in a calendar year.**
- f) **The Union shall not grieve disciplinary action which adheres to this schedule of progressive discipline.**
- g) **An instance may consist of consecutive days. For example, an employee who is absent for three consecutive working days would be charged with one instance for such absence.**
- h) **Absences due to approved FMLA or ADA accommodation where the employee has complied with the requirements of these Acts will not be counted as an instance for the purposes of discipline.**  
(Integrated from MOU: Clarification of Contract Language Article 7, Section 6, Public Safety, October 16, 2012.)

**Article 29 and Schedule F, Pension:**

Employees hired after the ratification of this agreement shall participate in CERF with the following changes:

- Normal retirement age of 65; eliminate Rule of 80/85

All CERF participants (current and future) shall be subject to the following changes:

- Options for joint and survivor benefit
- Change early retirement reduction factor to 5%



Special Fund Employees shall be eligible to participate in the Local 3144-City of New Haven 457 Plan, which includes a city match of contribution up to 3% of salary. **TA 3/16/23.**

**Section 9 - Requirements For Participation** TA 3/9/23

(a) Any person who becomes an eligible employee of the City shall be required to participate in the Retirement Fund. Any person who becomes an eligible employee on or after the sixtieth (60) birthday may choose to participate in either the Retirement Fund or Social Security.

**Article 30, Special Provisions** TA 3/9/23

**Section 2**

Employees who regularly use their private vehicles as part of their normal daily work assignment shall be eligible for a parking tag from the City to be used during work hours for work-related business. Determination for eligibility shall be made by the Department Head, based upon the duties and responsibilities of the job classification, and shall not be precedent setting. The request and rationale for the parking tag must be made in writing by the Department Head to the Director of Traffic and Parking. The Director of Traffic & Parking shall provide such parking tag to the Department Head for distribution to the employee, and the Department Head shall maintain a list of employees who are in possession of the parking tag. Parking tags must be returned to the City upon an employee's separation of service. All other employees shall be given a reduced rate (two-thirds the commercial rate) for parking in a garage or lot allocated by the New Haven Parking Authority, unless parking at the employee's work location is available at no cost to the employee (i.e. Park Department, Schools, Public Works).

**Article 36, Miscellaneous** TA 3/9/23

**Section 1 - Health and Safety**

When the Union President discovers any unsafe or unhealthy working condition, he/she shall notify the responsible supervisor. If the issue cannot be resolved, the parties shall notify the Worker's Compensation/Risk Management Department and the parties shall discuss said condition immediately.

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

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

**Article 35, Uniforms**

Uniforms for probationary employees shall be limited to a polo shirt and an outer jacket where appropriate, until such time as the employee is no longer on probation.—TA 3/9/23

**Article 40, Duration:** TA 3/9/23

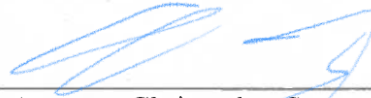
City accepts Union's proposal #31 for a five-year contract (7/1/20-6/30/25)



Wendella Battey, Director of Labor Relations  
City of New Haven

4/13/23

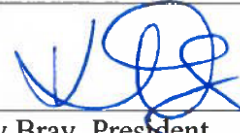
Date



Attorney Christopher Sugar, Staff Attorney  
AFSCME, Council 4

4/13/23

Date



Kymberly Bray, President  
Local 884

4.13.23

Date

**Appendix A**

**Retain the following MOUs in Appendix A**

**Stipulation that Special Fund Employees are covered under the Collective Bargaining Agreement, but are not eligible to participate in the City's Employee Retirement Fund. August 9, 1973**

**BOE hiring of Local 884 members June 11, 2012**

**Vehicle Use Policy, December 18, 2014**

**Petition Transition (moving some local 3144 members to local 884 in compliance with CSLB Decision 31,541, June 26, 2019**

**Police Records Clerk II, February 15, 2018**

**Uniform Revision, Dept. T, T, & P, February 1, 2019**

**Some language from the following MOUs has been integrated into the Collective Bargaining Agreement:**

**Part-Time Parking Enforcement Officers and Meter Checkers, April 10, 2010**

**Part-Time Auditor II (brought in language about holiday pay), June 18, 2019**

**Police Records Clerk II, February 15, 2018**

**City Committed to Move Lead 911 Operators to Local 3144, January 4, 2013**

**School Security Aides, May 1, 2013**

**All other MOUs are to be removed from the back of the contract.**