

City of New Haven
And
UPSEU, Local 424 Unit 34 (Public Works)

TENTATIVE AGREEMENT

SUBMITTED (Revised) January 18, 2023, Amended 3.3.23 Amended 6/6/23, 6/26/23

This package incorporates the attached:

City proposals #1, #9 (longevity), #13 (Overtime/FLSA), C#17 (W/Comp), C#18 (Subcontracting), C#19 (Vacations), C#20 (Emergency Call-In), C#21 (Bereavement), C#22 (Uniforms), C#23 (~~Refuse Collection Incentive & Workweek~~), C#24 (~~Training~~), C#27 (Substance Abuse Policy)

City Response Union proposals TA 3/15/23:

City accepts (Article 2, Union Security and Check Off),
City accepts (Article 3, Section 1 Seniority), #4 (Article 5, Vacations), #7 (Addition of Juneteenth), #8 (Article 9, pay for 2 plus grievant to attend arbitrations), #15 (Section 3(b) housekeeping), #16 (shift differentials), Article 25 (Add No lockout in article title).

Article 3- Seniority

Section 10 - Continuity of Employment

The City of New Haven agrees that any Local 34 member who is transferred or promoted to any position included in Locals **424, Unit 128**, 884, 3429, 287 or 3144 shall be able to carry over all unused sick leave and vacation pay and further agree that his time in Local 34 shall be credited towards vacation and longevity.

Article 5 - Vacation

However, employees may take five (5) or less consecutive working days as paid vacation days, but only upon the prior approval by the Public Works Director or his/her designee. The Public Works Director or his/her designee shall be given a minimum of **five (5) business days' notice where two to five vacation days is being requested. For one (1) days' vacation, no less than 48 hours' notice will be provided** in advance of such a request based upon the operational needs of the Department. **Where conflicts between employees arise, seniority shall govern. In the event of identical seniority, the vacation is granted to whomever requests the time off first, where multiple requests are made for the same period if there are sufficient employees to cover the assignments.** Any vacation time taken without prior notification and approval shall be considered Unpaid Absence Without Leave and shall be subject to progressive disciplinary action.

Section 4

~~Under special conditions employees shall be allowed to carry over vacations, however, no~~ **No** employee shall be permitted to have ~~and or~~ **carry over** more than forty (40) days of vacation to his/her credit at any time. Should an employee retire or resign they would only be paid for a maximum of six weeks (30 days).

Article 6, Sick Leave

Section 5 – Medical Certificate Required

A medical certificate acceptable to the appointing authority is required:

1. For frequent or habitual absence from duty and when, in the judgment of the appointing authority, there is reasonable cause for requiring such certificate.
2. For any period of absence consisting of more than ~~three (3) five (5)~~ consecutive working days.

Section 11- Worker's Compensation (Elimination of the Top Off)

~~In the event an employee covered by this plan is injured in the course of employment and is receiving Workers Compensation, commencing after the tenth work day missed he/she shall receive the difference between the Workers Compensation pay and his/her regular weekly salary for a maximum of ten (10) weeks, per injury, including any recurrence of the original injury, provided that in no event shall the amount received under this Article 6, Section 11 exceed the employee's actual regular weekly salary.~~

Sick time used by an employee for a work-related injury or illness shall be reimbursed back to the employee once the associated worker's compensation claim is approved for the time period used.

Employees receiving worker's Compensation benefits have the option to continue their pension contributions to maintain their continuity of benefits. Should an employee choose not to continue these contributions while collecting Worker's Compensation benefits, there will be an interruption in pension service for the time they are on Worker's Compensation.

The City shall provide a copy of the Connecticut Workers' Compensation form 30-C to each employee who files a workers' compensation claim.

In addition to existing rights the City has or may have to recover Workers Compensation payments from responsible third parties, the City shall have the right to recover any payment made by it to supplement said benefits pursuant to Section 11 hereof from such a responsible party. If the employee recovers a judgment or otherwise settles his claim against a responsible third party, the City shall be reimbursed by the employee to the extent of the benefits paid by it.

The City agrees to hold Local 424, Unit 34 UPSEU harmless with respect to any liability on the employee's part as above set forth.

The City maintains the option to implement a Workers Compensation Preferred Provider Program in accordance with the Connecticut General Statutes Section 31-278 et al.

Article 6A Occasional Sick Leave and short Term Disability

Section 2

Probationary employees eligible for sick days pro-rated based on date of hire, and eligible for use after the 30th day of hire. Employees who have completed their eligible probationary period shall be covered by a short-term disability policy as described herein.

Article 7 -Bereavement

Replace Current language with the following

Section 1

Regular full-time employees may be absent from their assigned duties for five (5) days bereavement leave in connection with the death of a member of his/her immediate family for attending a memorial service and/or making funeral arrangements. Should any of these days be one of his/her regularly scheduled workdays, he/she will be compensated for such absence.

The immediate family shall include parent, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, or other relative who is an actual member of the employee's household, including a partner.

For the death of spouse or child the employee shall be allowed five (5) working days bereavement leave.

In no instance will the employee be compensated for more than five (5) days.

Any days taken for this purpose which are in addition to five (5) days authorized leave shall be considered as leave without pay.

Section 2

In addition to the provision provided for above, employees may attend funerals for other close relatives related by blood or marriage, with proof of relationship. When the funeral is held within the New Haven area, one day's leave will be granted. When the funeral is held out of state at a distance greater than fifty miles from New Haven, two (2) day's leave will be granted.

Section 3

If a question arises, the employee may be required to submit some proof of death.

Section 4

If for any reason the funeral is delayed the employee does not have to take the time off immediately following the death. The time off will be to accommodate the date of the funeral but in no event will the employee be compensated more than the days due if taken immediately following the death.

Article 8, Holidays: TA 3/15/23

Add Juneteenth as the 13th Holiday

Article 10, Arbitration: TA 3/15/23

Section 7

The President and up to two (2) additional employees (one of whom may be the grievant) may attend arbitration proceedings and shall not suffer a loss of pay.

Article 11-Working Conditions Program TA 3/15/23

Section 6 (New) Vehicle Maintenance

In the event of a truck breakdown, up to two (2) mechanics, if needed, as determined by the Director, Deputy Director, Fleet Manager or Supervisor may be sent to an emergency call.

Article 12- Meal Allowance

Increased to \$14 per meal

Article 13, Prior Practices (C#7 & C#25) WITHDRAWN

~~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.~~

Article 15, Insurance:

Changes to the prescription coverage plan as follows:

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

Employees who are ineligible for participation in an HSA shall be provided the option to participate in an HRA.

City's Annual HSA contributions

- Current Employees switching to HDHP shall receive contribution at 65% of the deductible for the first year only. For existing members and new employees' contributions shall be maintained at 50% of deductible.
- City shall fund each years' deductible on July 1

Employee Premium Cost Shares – Based on allocation rates

- HDHP- H.S.A. 23/24 10%; 24/25 11%; 25/26 12%
- Century Preferred PPO 27%

- Dental – 10% based on allocation rate

- New employees hired after the date of ratification will only be eligible for the HDHP.

- Retiree Medical: HDHP upon retirement until age 65; then Medicare supplemental (cost shares same as active employees)
- OPEB: 1.5%

Section 3

Life insurance coverage shall increase to Twenty-Five Thousand Dollars (\$25,000).

Article 19 - Overtime

Add “**Inclusive of premiums, differentials and longevity**” to current language.

Article 20: Emergency Call In:

Section 1

For the purpose of this Agreement, emergency is defined as ~~a condition which necessitates corrective action immediately and which requires that employees be called back to work prior to their regularly scheduled starting time;~~ **an urgent, unexpected, or unusually dangerous situation that poses an immediate risk to health, life, property, or environment and requires immediate action.** It is not the intent of the parties that employees required to come in early due to another employee being absent is to be construed as an emergency. Employees required to report under such circumstances shall be compensated at their current hourly rates.

Section 2

Employees called in for emergency work as defined above shall be paid as follows:

If an employee is required to and reports to work four (4) or more hours prior to his regularly scheduled starting time, a minimum guarantee of four (4) hours pay at 1-1/2 his hourly rate.

If an employee is required to and reports to work less than four (4) hours prior to his regularly scheduled starting time, the employee shall receive 1-1/2 his current hourly rate for all hours worked up to his regularly scheduled starting time.

Section 3

Regardless of whether City Hall is open to the public, if other agencies are open and various departments of the City are functioning, whether remotely or on-site, employees who are required to report to work and do not, or who do not report to work within a reasonable hour because of snow, ice, or other circumstances ~~storms~~, shall be charged with loss of pay for that day.

Section 4

In times of an emergency as determined by the Department Head, all full-time employees are subject to assignment to any additional duties **and additional hours as required, which shall be determined by the Director of Parks and Public Works, or his/her designee based on the department's needs supporting the emergency event.** Regular drivers of vehicles to be used in the emergency shall, where practicable and possible, be given first opportunity to work such emergency overtime. All employees who are qualified and fail to report for duty when called during an emergency shall be subject to appropriate disciplinary action. However, before such disciplinary action is taken, the employee shall be given an opportunity to explain why he was unable to report for such emergency duty, which shall be at the beginning of the next workday or shift, or sooner if possible.

Article 23, Wages:

FY 2021/22 – 2.0%
FY 2022/23 – 7.0 %
FY 2023/24 – 3.0%
FY 2024/25 – 3.25%
FY 2025/26 – 3.5%
FY 2026/27 -- 3.5%

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 within 90 days of ratification

Wage graph to be updated in Final Agreement

Section 2

- (a) Mechanic assigned to work on a bulldozer or compactor at a landfill shall receive an additional one dollar (\$1.00) an hour for each hour worked at the landfill.
- (b) Any employee hired as a Mechanic B shall automatically advance to a Mechanic A on their 1-year anniversary provided they possess a #102 driver's license **with air brake endorsement.**

Section 3

Durational/Temporary/Seasonal Laborers shall receive an hourly rate of **\$17.00**.

Section 4

Employees regularly assigned to either second shift or third shift shall receive an additional shift premium of one dollar and twenty-five cents (**\$1.25**) for second shift, and one dollar and fifty cents (**\$1.50**) for third shift. This shift premium shall not apply to overtime or call-in hours merging into second or third shifts.

Section 8

Mechanics shall receive a tool allowance increase to **\$700.00**. This allowance shall be considered a taxable non-salary wage. Payments shall be made on or around July 1 each year.

Section 10

The City shall provide boots once yearly. If the employee is unable to wear the boots provided, the City shall provide such employee one hundred and fifty dollars (**\$150**) to purchase boots.

Article 23, Wages - Direct Deposit:

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. An employee may request a printed copy of their personal payroll record from the Public Works Payroll Department.

Article 15: No Strike/ "No Lockout"

Add "No Lockout"

Article 26 and Schedule A, 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**
- **Options for joint and survivor benefit for new hires only**

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

- **Change early retirement reduction factor to 5%**

Article 35- subcontracting

Section I

~~Effective upon the implementation date of this Agreement, the~~ The City may establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. **The City shall continue to use its best efforts to fill vacant positions.** All work customarily performed by the employees of the bargaining unit shall continue to be so performed **however, management retains the right to supplement the workforce during the workweek as necessary in order to maintain streets and facilities when there is a workforce shortage.** All overtime opportunities shall be first offered to the bargaining unit.

Article 36, Attendance

Current contract language shall be deleted and replaced as follows:

Any employee who will be absent from work shall notify his/her supervisor 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 workdays** 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 **under this article** shall be as follows:

First Unexcused Absence: Oral Warning

Second Unexcused Absence: Written Warning

Third Unexcused Absence: Suspension

Fourth Unexcused Absence: Termination

Article 37, Substance Abuse Policy (City Proposal # 27):

(New Language)

The PW Department will continue to ensure that its substance abuse policy complies with Federal and State Law for testing and shall continue to refer employees to its Third-Party Administrator for testing, as is the current practice.

Article 38- (NEW) -Uniforms (New Article, City's Proposal #22-Uniforms):

The City of New Haven shall provide employees in the Parks and Public Works Department with uniforms which they shall be required to wear.


Uniform attire shall be determined at the sole discretion of the Department Head or his/her designee. Any attire required to be worn for safety purposes as determined by the Department Head or his/her designee shall not be considered a "uniform" and shall be provided by the employer.

Employees shall receive a P-Card, similar to the fire department, once the procedure is established, for purposes of purchasing the approved clothing and footwear items required by the Department. The parties shall meet in advance to discuss the implementation and impacts, if any, of the P-Card procedure.

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

Article 39, Duration and Contract Renewal:

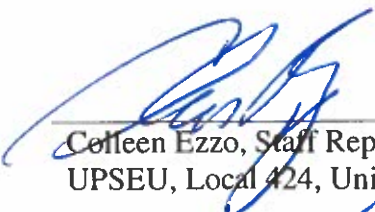
SIX YEARS (7/1/2021 to 6/30/2027)



Wendella Battey, Director of Labor Relations
City of New Haven

6-26-23

Date



Colleen Ezzo, Staff Representative
UPSEU, Local 424, Unit 34

6/26/23

Date

6/26/23

Dave Lawlor, President
UPSEU, Local 424, Unit 34

6/26/23

Date
