

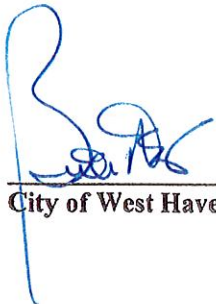
THE CITY OF WEST HAVEN
WEST HAVEN FIRE DEPARTMENT

WEST SHORE FIRE DEPARTMENT

AND

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

Tentative Agreement



City of West Haven Date 2/27/18



UPFFA, Local 5127 Date 2/26/18

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Tentative Agreement

Modify based upon final agreement.

Tentative Agreement

THIS AGREEMENT: entered into this ____ day of September, 2015, by and between the West Haven and West Shore Fire Districts and the City of West Haven (referred to as the EMPLOYER) and the ~~UE Local 222, CILU/CIPU, CILU #77~~ **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

Tentative Agreement

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 ~~in Case ME-3785~~.

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) To 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.

Tentative Agreement

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.

Tentative Agreement

- 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 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.

Tentative Agreement

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.

Tentative Agreement

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, using sick time, found to be working at any other employment, will be terminated.~~ **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 |

Tentative Agreement

Move to Article 14-Holidays

SECTION 3

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 request will not be granted if adequate coverage cannot be found.

SECTION 4

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 5

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 6

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 7

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 am.**

SECTION 3

All hours worked in excess of eight (8) hours in any day shall be paid for at the rate of time and one-half.

Tentative Agreement

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 or personal 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 ½) 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.

ARTICLE 15
INSURANCE

Tentative Agreement

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%).**

All employee contributions shall be under a Section 125 Premium Only Plan.

1. ~~A Blue Cross Century Preferred Point of Service Plan, attached hereto as Appendix B. The plan shall provide a network of participating providers and facilities which shall include Yale New Haven and St. Raphael's Hospital, subject to the following:~~

a) ~~In Network Benefit Co-payments (please refer to Appendix B for complete list):~~

| | <u>7/1/2014</u> |
|---------------------------------------|---------------------|
| General office visits: | \$25.00 |
| Walk-ins/allergy testing: | \$35.00 |
| Specialist | \$35.00 |
| Emergency Room | \$150.00 |
| Urgent Care: | \$75.00 |
| Outpatient Hospital | \$200.00 |
| Inpatient (per admission): | \$500.00 |

b) ~~Combined In Network and Out of Network~~

~~Frequency Limits:~~

~~Home Health: 200 visits~~

~~Hospice: 200 visits~~

e) ~~Out of Network Benefits (on a non-emergency basis) shall be subject to the following coinsurance and deductibles and shall be paid up to the limits of reasonable and customary charges (90th percentile):~~

| | |
|---|--------------------------------|
| Annual Deductible: | \$300/600/900 |
| Coinsurance rate: | 80/20% |
| Coinsurance maximum: | \$3,000/6,000/9,000 |
| Coinsurance cap: | \$600/1,200/1,800 |
| Personal out of pocket maximum for covered services: | \$900/1,800/2,700 |

2. ~~The following Managed Care provisions shall be included:~~

~~Case management, pre-admission notification, managed mandatory second surgical opinion. Also, there shall be a \$500.00 penalty for each occurrence which does not comply with the Managed Care requirements.~~

3. a. ~~The Plan shall include in network treatment for eligible employees and eligible dependents residing outside of Connecticut.~~

b. ~~The Plan shall include a Managed Care network of participating pharmacies and the following co-payments for a 30-day supply shall be in effect:~~

| | |
|---|--------------------|
| | <u>7/1/2014</u> |
| Retail generic (required where available): | \$10.00 |

| | |
|-----------------------------|---------|
| Retail brand formulary: | \$20.00 |
| Retail brand non-formulary: | \$35.00 |

~~Mail order 2X retail copay for 90 day supply.~~

~~There shall be a \$1,500.00 per person annual maximum with excess services treated as out-of-network expenses.~~

- ~~4. A full Service Dental Care Plan, including Riders A, B, C, and D has been granted as an addition to the Connecticut Blue Cross Plan for all employees covered under this agreement.~~
- ~~5. A Vision Care Plan provided through the Connecticut Blue Cross will be granted to all employees only, covered under this agreement.~~

1. Effective July 1, 2018, a \$2,000/\$4,000 HDHP will be implemented and will replace the Blue Cross Century Preferred Point of Service Plan. The Town will contribute to the employee's HSA each plan year 50% of applicable deductible for either single coverage or single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year or, if a new employee, for the plan year in which (s)he enrolls. The Town's contribution towards the applicable deductible for new employees who select the HDHP will be prorated based upon the month in which the employee begins employment. Employees who choose to be covered by the HDHP, but legally cannot have a HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"), meaning they will be reimbursed up to 50% of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP. Effective July 1, 2018, if an employee chooses to be covered by the Blue Cross Century Preferred Point of Service Plan ("PPO"), the employee can "buy-up" to the PPO plan, meaning the employee will pay the difference between what the City is contributing towards the HDHP (premium and deductible) and the cost of the PPO plan. The City's contribution shall be made in July of each fiscal year.

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.

Tentative Agreement

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 of the contract, 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.

Tentative Agreement

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 (20) years of continuous service, will receive all of the insurance and medical benefits afforded them and their enrolled dependents at the time of retirement, 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.

There shall be no annual cap on retiree contributions.

Tentative Agreement

SECTION 3

Any employee electing to retire, who has obtained twenty (20) years of continuous service, 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.

Tentative Agreement

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.

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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.

Tentative Agreement

SECTION 2

ERS Dispatcher

| | |
|---------------------|--------------------|
| July 1, 2017 | wage freeze |
| July 1, 2018 | 2% increase |
| July 1, 2019 | 2% 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.

Tentative Agreement

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 ~~\$2,000.00~~ **\$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

Tentative Agreement

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. ~~911 Telecommunicator~~ **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 ½) wages for all hours spent actively training a dispatcher when off duty only.

ARTICLE 37
DURATION OF AGREEMENT

Tentative Agreement

SECTION 1

This Agreement shall become effective ~~as of July 1, 2014~~ **upon execution** and continue in full force and effect to and including June 30, **2020**, 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 _____, 2018.

By and for

CITY OF WEST HAVEN

Local 5127, IAFF

Nancy Rossi, Mayor

Katherine Vecellio
Local President

Beth Sabo
Director of Personnel and Labor Relations

Raymond Memmott
Local Vice President

Louis DeMici
IAFF Representative

Richard Standish

Michael Standish

Pasquale Lato