

WORKING AGREEMENT

BETWEEN

THE CITY OF NEW LONDON

AND

LOCAL #1378 OF COUNCIL #4

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

DURATION

July 1, 2022 - June 30, 2026

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PREAMBLE

The City of New London, acting herein by its Mayor/CEO, hereto duly authorized (hereinafter referred to as the "**City**"), and Local #1378 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "**Union**"), do hereby reach an agreement on working conditions for the purpose of promoting a harmonious relationship between the City of New London and such of its employees who are within the provisions of this Agreement in order that more efficient and progressive public services may be rendered.

ARTICLE I RECOGNITION AND DEFINITION OF PERSONNEL

Section 1.1 The City of New London hereby recognizes the Union as the sole and exclusive bargaining agent for the employees of the Public Works Department, Recreation Department Sewer Authority, Communication Dispatchers, Assistant Animal Control Officers, all clerical, administrative/clerical, clerical/technical or entry-level technical and other white-collar workers employed by the City of New London in salary groups 1 through 17 as defined in this Agreement and as classified by the Bernstein Associates. The following supervisory and professional employees are not included:

Supervisors	Seasonal Employees
Public Works Foremen	General Foremen
Superintendents	Foreman, Water Supply Pump Station
Building Official	Assistant City Engineer
Assistant Building Official	Building Division Inspectors
Maintenance Foremen	Assistant Superintendents
Activities Director	Assistant Building Inspector
Executive Secretary to Mayor/CEO	

Professional and Technical Positions in the Municipal Employees Union.

Section 1.2 All collective bargaining for employees included in the bargaining unit with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized Representatives of the Union and authorized Representatives of the City.

Section 1.3 This Agreement shall affect only regular full-time employees of the City. The City and the Union agree that day-to-day employees shall not be hired; however, part-time, temporary and seasonal employees may be used by the City, but not to replace regular bargaining unit positions.

Section 1.4 Seasonal and temporary employees are those employees requiring the observances of normal working hours but who only work during certain months or seasons of the year. Seasonal and temporary employees are not intended to replace regular full-time employees or do work normally performed by employees under this Agreement.

ARTICLE II PAYROLL DEDUCTION OF UNION FEES

Section 2.1 Upon receipt of an employee's signed authorization to deduct membership dues, the City agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the Union. Such deductions shall continue unless the City is notified in writing by Council 4 that the employee is no longer a member. Council 4 reserves the right to modify and/or replace any such authorization form. The monthly dues remitted to Council 4 will be accompanied by a list of names and home addresses of employees from whose wages such deductions have been made.

Section 2.2 New employees who wish to be a member of the Union shall sign a payroll deduction card at their time of hire, effective the first payroll period following the submission of the deduction card.

Section 2.3 All bargaining unit members are required to be enrolled in a direct-deposit program for their city compensation; pay stubs shall be provided for each deposit made.

ARTICLE III SENIORITY

Section 3.1 Seniority, according to this Agreement, shall consist of the accumulated continuous paid service of the employee with the City as a regular full-time employee, including temporary full-time employment continuously prior to regular employment. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off. The seniority list shall be brought up to date each year as soon as possible after April 1 and shall be posted in a conspicuous place. A copy of the seniority list shall be sent by mail to the Secretary of the Union.

Section 3.2 The purpose of seniority is to provide a declared policy of right or preference as to promotion, lay-off, transfers, shift preference and reinstatement.

Section 3.3 Seniority will not be used for the distribution of overtime.

Section 3.4 Unit seniority, after the one hundred eighty (180) day probationary period as provided for in Article IV, Section 4.4 will be retroactive to the date of hire.

Section 3.5 In the event of lay-off and recall, the following Union Officers: President, Vice President, Treasurer, Secretary and three elected executive board officers will have unit seniority preference provided they are qualified to perform the work available.

The Union will annually, on or before July 1 of each year provide a list confirming the names of the Union Officers. Should a person on the list cease being an employee of the City of New London or cease holding a Union position described above, the Union will provide a new list to the City as soon as practical.

Section 3.6 Definitions: Seniority shall consist of unit seniority, defined as seniority within the total bargaining unit.

ARTICLE IV PROMOTIONS AND TRANSFERS

Section 4.1 When new jobs are created, or vacancies occur, the City shall give a minimum of one (1) weeks' notice of the opening, and each employee who is interested will have the opportunity and right to apply for said opening. Preference will be given in the following sequence: (1) Transfers and/or demotions (2) Applicants within the bargaining unit. Selection of Candidate should be based on a culmination of all other involved/associated factors with seniority being the deciding factor when two or more equal candidates are identified that have a test score(s) with a separation of not more than five (5) points. Notices of such vacancies shall be posted on bulletin boards of all locations employing unit personnel. The Union will receive from the City a notice of each vacancy. A copy of each Union member's application will be furnished to the Union upon request.

Section 4.2 The foregoing procedure shall apply only to those employees of the City who are within the scope of the Agreement as hereto described in Article I, Section 1.1. If no employee in the bargaining unit wants or qualifies for a vacancy after the application of these rules, the appointing authority is then free to fill the position with qualified applicants from outside the bargaining unit.

Section 4.3 Employees required to perform work in a higher classification than their normal classification, shall be paid for work performed in a higher classification at a second rate at least one full step above their rate in said higher classification.

- (A). Employees who are required to perform a portion of the work of a higher classification, but who are not qualified to perform the entire job of the higher classification as a second rate, shall receive an out-of-class wage that is two (2) grade levels above their current hourly wage for all hours in which the higher-level work is performed.
- (B). Employees who are required to perform a portion of the work of an MEU Supervisor but who are not qualified to perform the entire job of the Supervisor shall receive an out-of-class wage that is four (4) grade-levels above their current hourly wage, but not more than the wage of the Supervisory position, for all hours in which the higher-level work is performed.

Section 4.4 A new employee shall have temporary and probationary status for not more than one hundred eighty (180) days.

Section 4.5 In the event of a reclassification of a current position, the incumbent of such current position will be automatically advanced to the new position, without testing, providing that: (1)

the current position is to be eliminated, and (2) it has been determined by the Appointing Authority and the Personnel Office that the incumbent has been performing a substantial portion of the duties of the new position, has the required knowledge, skills, and abilities of the new position and has the potential ability to perform all the new duties. The wage allotted for such reclassification shall be established by moving the incumbent employee to a salary in the new classification that is closest to but not less than his/her current wage and then increasing the wage by one full step. If that step results in a wage that is less than one dollar per hour different than the current wage, the employee shall be moved up one additional step.

ARTICLE V LAYOFFS-DISMISSALS & REORGANIZATION

Section 5.1 When it becomes necessary to reduce the force, lay-offs will be according to seniority when feasible, and when this procedure will not impair the proper operation of the department. In the event a lay-off or reorganization is pending, the Mayor/CEO shall inform the Union Representative in not less than thirty (30) days or as soon as possible prior to taking action.

Section 5.2 When lay-off becomes necessary in any department, after the lay-off of new probationary employees, employees shall be laid off in order of their unit seniority, provided that the employees retained are able to satisfactorily perform such work as remains available. A regular employee laid off from a department shall have the right to displace an employee with less unit seniority elsewhere in the city, and further providing, the employee is not in a higher classification and if the position in the new department or division is substantially the same as the position from which he or she is displaced. Said employee shall retain his/her unit seniority. (In lieu of accepting another job, an employee in a lay-off situation as set forth in this Article shall have the right to elect to take a lay-off).

- (A) Custodians hired prior to July 1, 2007 shall retain their earlier grade level (6) for bumping purposes only. All other employees shall have the same grade level for bumping purposes at their pay grade level.
- (B). An employee who is absent from work due to a work-related injury during the period of lay-off and employee displacement (bumping) shall maintain all seniority and bumping rights under this article except:
 - 1. If the injury has been ruled non-job related and/or non-compensable by the Workers' Compensation Commissioner and the employee is unable to return to work into the position s/he has elected to bump; or
 - 2. If the employee has reached the point of maximum recovery and cannot return to work into the position s/he has elected to bump.
- (C). An employee who is absent from work due to an accepted workers' compensation claim during the period of lay-off and bumping must identify the position into which s/he has elected to bump at the time of the initial notification of the layoff. Once such an employee is medically capable of performing the essential functions of the job into which s/he would

be bumping, the employee shall exercise his/her right to bump within ten (10) working days.

1. An employee who is displaced by such a senior employee cannot grieve the timeliness of the bump.

Section 5.3

Regular employees who are laid off or bumped from their position due to the lack of work will have the preference of recall to a position either the same or similar to that formerly held before new employees are hired, provided they are qualified to perform the work available, within one year of the layoff or bump. During such periods, laid off employees shall retain and accumulate their seniority for the purpose of this Article. Recall shall be in inverse order of lay-offs so that the last regular employee to have been laid off shall be the first one recalled, provided s/he is qualified to perform the work available. Notice of recall will be given by the City by traceable mail. It shall be the responsibility of the laid-off employee to keep the City advised of his/her current address. Recalled employees must respond to the City within three (3) business days and must report to work within five (5) business days of having received notice.

Section 5.4 The City agrees that it will act in good faith in the dismissal of any employee. In any hearing under the Charter involving charges, any employee who is a member of the Union, if he wishes, may be represented by Union Officials or Representatives.

Section 5.5 The City will immediately notify the employee in writing before any informal or public hearing of any charges and/or dismissals and the reason of charges and dismissals, except as to the dismissal of new probationary employees.

ARTICLE VI DISCIPLINARY PROCEDURE

Section 6.1 No employee shall be disciplined except for just cause.

Section 6.2 Disciplinary actions will be executed in the following manner: (a) written warning, (b) written reprimand; (c) suspension, or in lieu of suspension, the equivalent reduction in wages spread out over a specified period; (d) dismissal. Cases of serious offenses may result in immediate suspension or dismissal.

1. Dismissal grievances, however, may be initiated at the Mayor/CEO level of the grievance procedure.

Section 6.3 A written reprimand shall not be deemed to have been issued unless the employee has been given a copy, and notation of such reprimand has been made a part of the employee's personnel file.

Section 6.4 The City agrees to afford all bargaining unit members who reasonably believe that an interview with his/her supervisor may result in disciplinary action, that right to have a Union Representative at such interview.

ARTICLE VII GRIEVANCES

Section 7.1 Whenever any employee, who is a Union member, shall have any grievance relative to rates of pay, hours of work, or working conditions, s/he may, if s/he wishes, discuss his/her grievance first with his/her Union Steward.

Section 7.2

- (A). If the Steward believes the complaint to be justified, s/he shall meet with the Division Head and/or the Department Head of the complainant. If such meeting does not resolve the matter within five (5) working days to the satisfaction of the complainant, the complaint may then be formalized as follows:
- (B). The Complaint, to be further processed, must be reduced to writing with sufficient information provided, signed by the complainant and submitted to the Head of the Department with a plain statement of the relief sought and an identification of the specific section(s) of the contract or working conditions claimed to have been violated. Any grievance, in order to be valid for processing, must be submitted in writing to the Head of the Department as provided above within twenty (20) calendar days of the act or omission which gave rise to the grievance. The Department Head shall then have fifteen (15) days to investigate and respond to the grievance. Failure by the City to respond at any step does not indicate acceptance of the grievance and shall not preclude the Union from moving the grievance forward. If the complainant is not satisfied with the Department Head's decision on the written grievance, then the employee or his/her Steward may appeal the grievance to the Mayor/CEO, or his/her designated representative, who shall hear the grievance within two (2) calendar weeks from the receipt of such a request for the purpose of adjusting or resolving the grievance.
- (C). If the complainant is not satisfied with the Department Head's decision on the written grievance, the employee or his/her Steward may appeal the grievance within fifteen (15) days to the Mayor/CEO, or his/her designated representative, who shall hear the grievance within two (2) calendar weeks from the receipt of such a request for the purpose of adjusting or resolving the grievance.

Section 7.3 If the grievance cannot be resolved within fifty (50) days of such meeting with the Mayor/CEO or his/her designee, either the City or the Union may, within ten (10) days, submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration. No arbitrator or arbitration panel shall hear and/or decide more than one grievance at a time, and the arbitrator(s) shall be confined, in the decision to be rendered, to the interpretation and/or the application of the particular provision(s) of the agreement which gave rise to the grievance. The arbitrator shall have no power to add to or subtract from or modify the agreement or any of its terms or to establish or change any rates of pay or wages set forth elsewhere in this Agreement.

Section 7.4 Nothing contained herein shall prevent any employee from presenting or processing his/her own grievance up to and including the level of the Mayor/CEO or his/her designee only.

Section 7.5 Time limits provided for herein may be extended by the written agreement of the parties concerned.

Section 7.6 Employees (not more than 3) participating in the settlement of grievances as provided for in this Article during their regular working hours shall be paid at their normal rate of pay by the City.

Section 7.7

- (A) The Mayor/CEO or his/her designated representative shall authorize upon receipt of appropriate request, reasonable leave so that designated members may bargain collectively for rights and privileges or for not more than two designated members to attend disciplinary hearings, when such sessions are scheduled during normal working hours.
- (B) In addition to the provision in (A) above, members of the bargaining unit shall be granted not more than one hundred (100) hours of time off without loss of pay annually to police the Agreement and resolve issues. Such Union leave shall be so noted on each employee's time sheet.
- (C). Whenever possible prior to leaving his/her normal duty assignment to perform the Union duties referred to above, the Union representative shall provide 24-hour notice to his/her immediate supervisor of the need to engage in Union business. The City reserves the right to deny such leave or to postpone such Union business due to the operational needs of the department.
- (D). In addition to the Union Leave Time detailed above, the Union President and Vice-President shall be allowed to conduct Union business during normal working hours without loss of pay, provided such time does not adversely affect the operational needs of their respective departments.

Section 7.8

- (A). All requests for information initiated by the Union shall be in writing and delivered to the Personnel Office where it will be stamped dated; copy given to the Union.
- (B.) All requests for information initiated by the Personnel Office shall be in writing and presented to the Union, who will sign, and date said request for purposes of acceptance of the request; copy given to the Personnel Office.
- (C). All requests for information initiated by either party shall be responded to in a timely fashion, but no later than ten (10) working days from the date received (stamped date of date of signature). Extensions for responding to requests may be given by mutual agreement and the asking for such an extension will not be unreasonably denied by the other parties
- (D). Upon receipt of the requested information, the party receiving the information shall acknowledge such receipt in writing through signature and date.

ARTICLE VIII HOURS OF WORK

Section 8.1

- (A). The basic workday, except for those employees covered in Section 8.6, shall be eight (8) hours a day. The basic workday shall be 7:30 a.m. to 4:00 p.m. including a thirty (30) minute lunch period. The basic workweek shall be forty (40) hours in any pay week. The basic workweek shall be Monday through Friday. This provision is subject to the agreements relative to the operations of the Solid Waste Collection as specified in Article XXVIII.
- (B). The above basic workday includes a thirty (30) minute lunch period. The parties agree that these employees shall have a total of forty-five (45) minutes for a lunch break including travel time to and from the work site. It is expected that the employee will be at the job site and prepared for work at the conclusion of the forty-five (45) minute period. The City agrees that the fifteen (15) minute period will continue to be paid.

Section 8.2 It is mutually understood and agreed upon that although there are employees whose work schedule is outside of the basic work hours (7:30 a.m. to 4:00 p.m.), the basic workday shall not be more than eight (8) hours in any twenty-four (24) hour period, and that the basic work week shall not exceed forty (40) hours in any pay week.

Section 8.3 The payroll week will start on Sunday at 12:01 a.m. and will end the following Saturday at 12:00 midnight. Employees will be paid for each two weeks of work on Friday, following the close of each two-week pay period. Should a holiday fall on Friday, employees will be paid on the preceding Thursday. Each employee shall be paid every other week by direct deposit into a single or into multiple accounts. Proof of direct deposit will be emailed to an email address provided by the City, once the City has a secure site with employee computer access. The direct deposits will start on July 1, 2012.

Section 8.4 It is mutually understood and agreed that hours of work to be paid shall be based upon the employee's signed time sheets, as approved by his/her supervisor. In the event that the City implements an electronic time system, then such payment shall be based upon the hours recorded in the system. The City agrees to negotiate the impact, if any, related to electronic systems to be finalized prior to implementation of the system.

Section 8.5 An employee required to work after his/her regular working hours shall, if the time extends to seven-thirty (7:30) p.m., be entitled to a paid meal not to exceed fourteen dollars (\$14.00), and thereafter shall be allowed a fifteen (15) minute break at least every four (4) hours. Employees required to work through regular meal periods during any emergency schedule shall be allowed up to eight dollars (\$8.00) for a breakfast meal, up to ten dollars (\$10.00) for a lunch meal and up to fourteen dollars (\$14.00) for a dinner meal.

- (A). The City shall either arrange for meals to be provided by specific proprietors or shall reimburse employees up to the amount listed, with proper documentation.

Section 8.6 A Department Head, after consultation with the Union Committee for his department, may for a special purpose, make other regular (full-time) assignments. Such assignments shall be for a continuous eight-(8) hour-day plus a thirty (30) minute lunch period. The Union shall have the right to request in writing of the Mayor/CEO a change in the summer operating hours in any department where summer hours have been implemented from time to time in past years. These requested changes, if granted, will be implemented after notice is given to the Union.

Section 8.7 The basic work of all clerical, administrative/clerical, clerical/technical or entry level technical and other white-collar workers employed by the City in the Bargaining Unit, shall be seven (7) paid hours a day, beginning at either 8:00 a.m. or 8:30 a.m., with one hour or one half-hour for lunch, and coffee breaks as may have been established, but not to exceed fifteen (15) minutes per day.

- (A). It is understood that such established "coffee" breaks may not be considered or used as paid time off.
- (B.) It is further understood that time allowed for such breaks may not be added to the thirty (30) minute or one (1) hour lunch period.

The basic workweek shall be thirty-five (35) hours, Monday through Friday.

Section 8.8 Saturday and Sunday Shifts - Any employee working a regularly scheduled shift on Saturday or Sunday shall be paid thirty (\$.30) cents an hour in addition to his/her regular hourly pay.

Section 8.9 Nighttime pay differential - Any employee covered under this Agreement, who is assigned to work a shift that begins after 3:00 p.m. shall receive, in addition to his/her base pay per hour, a nighttime differential of thirty (\$.30) cents per hour for each hour worked during said shift.

Section 8.10 Jury Duty - An employee who is required to report for Jury Duty shall be paid the difference between his/her base pay and the pay s/he receives for Jury Duty, by the City, provided proof of such Jury Duty is given the City at least five (5) days before reporting for such duty or immediately upon receiving notice.

Section 8.11 The following provisions shall apply where an employee is assigned by the supervisor to temporarily work in a position of a higher classification for training purposes:

- (A). Except for purposes of on-the-job training leading to certification, an employee will not be required to perform work in a higher classification unless such employee has been certified to do so by the responsible Department Head.
- (B). Department heads shall certify at least two persons whom they deem to be most qualified to perform higher classification work. Most qualified shall mean the individual with the most departmental wide knowledge of jobs performed and most seniority and the employee who demonstrates the best supervisory skills.

- (C). The on-the-job training period for such certification will not exceed 240 hours and employees who fail to attain certification within this time period must wait a minimum period of ninety (90) days before becoming eligible to begin another training cycle.
- (D). For the purpose of addressing vacation absences, when an employee is assigned to work in higher classification for a period which exceeds two workweeks; it will warrant rotation among the certified employees. Otherwise, the City may use the same certified employee to cover the higher-class position for the entire fill-in period.
- (E). Employees assigned to work in higher classifications shall be paid a premium for the actual hours assigned and worked (does not include time in training for certification) according to the provisions of Section 4.3 of this Agreement regarding temporary advancement to a higher classification.

Section 8.12 The City of New London and Public Works Union are in agreement regarding the working hours for the Assistant Animal Control Officers, which will be as follows:

- (A.) Monday through Friday, 8:00 a.m. - 4:30 p.m.
Saturday, Sunday- regular days off
- (B.) Wednesday, Thursday, Friday- 4:00 p.m. - 12:30 a.m. and
Saturday, Sunday- 8:00 a.m. - 4:30 p.m.
Monday, Tuesday- regular days off
- (C) Assistant Animal Control Officers shall work 40 hours with a ½ hour lunch break each day.
- (D) Assistant Animal Control Officers may be on call and receive fifty (\$50) per week call time for each seven (7) day week, excluding time on leave.
- (E) An Assistant Animal Control Officer will respond on an overtime basis to after hour calls for service from a rotational list.
 - a. It is understood that when one Assistant Animal Control Officer is unavailable, such after hour calls will be the responsibility of the other Assistant Animal Control Officer.
- (F) The Assistant Animal Control Officer has primary responsibility for the maintenance of the kennels.
- (G) If the day shift Assistant Animal Control Officer is out of work on extended leave, or is working in a limited-duty capacity, the night shift Assistant Animal Control Officer may be moved to the day shift to provide coverage.

ARTICLE IX OVERTIME

Section 9.1 Any employee called upon to work hours beyond a basic workday shall be paid for such overtime work at the rate of one and one-half (1-1/2) times his/her normal hourly rate.

Section 9.2 Any employee called back to work between the time that s/he has been dismissed for the day and two (2) hours prior to his/her normal starting time shall receive a minimum pay for three (3) hours, at time and one-half (1-1/2) times his/her normal hourly rate.

Section 9.3 Any employee called back to work outside his/her basic work schedule shall be paid for all hours worked at a rate of time and one-half (1-1/2) his/her normal rate for at least a minimum of three (3) hours, as is specified in the terms of paragraph 2.

Section 9.4 Employees must work their basic seven (7) or eight (8) hour workday to receive overtime for that day at the rate of one and one-half times their normal rate of pay for additional hours worked, with the exception of employees serving in a "call-man" status, employees called in by a supervisor, holidays and Union business leave.

Section 9.5 It is mutually understood and agreed that those employees whose work schedules are changed from time to time will be given advance notice of his future week's schedule, no later than the end of his previous week's schedule, and said schedule will not be changed until completed, except on a bona fide emergency. Employees required to work on scheduled days off, or on an unscheduled shift, will be paid time and one-half (1-1/2) their normal hourly rate for all hours worked.

Section 9.6

The City agrees to equalize, insofar as possible, all overtime hours within each classification. Whenever an employee in a classification has twenty (20) hours less overtime than others in the same classification, s/he or the shop steward will notify the supervisor involved and said supervisor will take all reasonable steps to equalize the overtime hours. It is realized that it may not be possible to ever completely equalize overtime and the parties hereto agree that the policy of equalization of overtime will be administered on a reasonable basis.

Section 9.7 When overtime becomes necessary, the City shall divide the work among the employees in a given classification within each division for the purpose of equalizing overtime hours. At no time shall the overtime go outside the classification and division until all the employees in said classification and division have been asked to work.

If an employee refuses the offered overtime whenever notice thereof is given, or if s/he fails to receive such notice when an attempt to give notice by telephone is made, or if s/he is absent for any reason at the time such overtime is offered, s/he shall be charged for the number of hours worked, had s/he accepted the offer.

It is understood that should all employees within a classification refuse the overtime, the least senior employee or employees, if more than one is needed, will be required to perform the overtime assignment.

Section 9.8 A new employee or an employee transferred into a division shall be charged with the average overtime hours of his/her classification.

Section 9.9 Overtime work shall be given to employees in the following order:

1. In the classification and division in which the overtime occurs.
2. Full-time permanent employees.
3. Part-time union members.
4. Probationary employees.

Section 9.10

- (A). In the event any employee works on a Holiday, s/he shall be paid, in addition to his/her Holiday pay, time and one-half (1-1/2) for actual hours worked and pay differential, if any.
- (B). Any employee working Independence Day, Thanksgiving Day, Christmas Day or New Year's Day shall be paid two (2) times his/her regular hourly wage, in addition to his/her Holiday pay and pay differential, if any.

Section 9.11 Employees shall not be required to take time off for the purpose of offsetting overtime work.

Section 9.12

- (A). The City agrees to post the overtime list at the highway shop, the mechanical maintenance shop, the central custodian location, the carpenter/electrical shop, and dispatch.
- (B). The City agrees to post overtime hours as follows: hours worked, hours refused and total hours for the week and total hours for the fiscal year for Local 1378 Union members who are in the same classification and division in all departments. The department will provide a copy of the postings to the Union president on a monthly basis.

Section 9.13

- (A). Whenever a custodial vacancy occurs because of vacation, sick or Union leave or for any other reason, the City shall provide a replacement if there is a need for the work to be performed. Such replacement shall be called from off-duty custodial staff on an overtime basis.
- (B). If an emergency or additional workload develops, a custodian may be assigned to assist as long as it does not exceed one and one-half (1-1/2) hours. When such emergency is expected to exceed one and one-half (1-1/2) hours, off duty custodial staff will be called.

**ARTICLE X
EMERGENCY WORK IN SNOW & ICE CONTROL**

Section 10.1 In the event any emergency arises which, in the opinion of a Department Head or his authorized representative, makes it necessary or advisable to call employees back to work outside the basic workday, such Department Head or his authorized representative may follow the following procedure:

- (A). In the event employees start emergency work at or after midnight and before noon, they shall work until dismissed, but not longer than the following midnight.
- (B). In the event employees start emergency work at or after Noon and before Midnight, they shall work until dismissed, but no longer that the following Noon.
- (C). Preference for work in snow and ice control will be given the Division of Highways. The above procedures (A and B) will be used only when absolutely necessary.
- (D). Parks Department will be the first called after all Highway Division Staff for snow removal.

**ARTICLE XI
SAFETY & HEALTH**

Section 11.1 Both parties to this Agreement shall mutually endeavor to cooperate in the enforcement of safety rules and regulations.

Section 11.2 The present practice of having Drivers and Operators assigned to a particular truck and equipment, shall be continued, providing the operator of the assigned vehicle is on duty.

Section 11.3 Both parties agree to continue the DOT Drug and Alcohol Testing Policy and Program attached as Appendix B, and to the establishment of a drug and alcohol testing program for all employees not covered under the current DOT Program. (APPENDIX G).

**ARTICLE XII
EMPLOYEE LEAVE TIME**

VACATIONS

Section 12.1

(A). In each fiscal year, a permanent full-time employee shall accumulate, on a monthly basis, vacation leave with pay accruing monthly according to the following schedule:

- (1) After six (6) months One (1) week
- (2) After one (1) year One additional week for a total of Two (2) weeks
- (3) After five (5) years Three (3) weeks
- (4) After ten (10) years Four (4) weeks*

**Four-week maximum for those employees hired after 7-1-10*

- (5) One additional day for each year after five (5) years to a maximum of (5) five weeks*

**Language remains in place for those employees hired prior to 7-1-10.*

- (B). In no event shall any employee be entitled to compensation in lieu of vacation. No refund of vacation time shall be allocated due to illness incurred while on vacation leave; however, in case an employee has exhausted his/her sick leave, s/he may apply vacation time due him/her as a credit toward such leave.
- (C) All regular full-time employees hired on or after 7-1-10 may carry forward no more than twenty (20) days of unused vacation leave, plus leave earned in the prior fiscal year into the ensuing fiscal year. It shall be incumbent upon the employee to schedule vacations in such a manner that all days in excess of twenty (20) will be used prior to the end of each fiscal year. Employees hired prior to July 1, 2010 shall continue to carry over up to 40 days of vacation accruals plus leave earned in the prior fiscal year into the ensuing fiscal year.
- (D) For the purposes of vacation leave to be granted the parties agree to the following:
- 1) for vacation leave requests one (1) week or more, employees shall give five (5) days' notice.
 - (2) for vacation leave requests of four (4) days, requests must be made four (4) days prior to the commencement date of the vacation requested.
 - (3) for vacation leave requests of three (3) days, requests must be made three (3) days prior to the commencement date of the vacation requested.
 - (4) for vacation leave requests of two (2) days, requests must be made two (2) days prior to the commencement date of the vacation requested; and
 - (5) for vacation requests for one day or less must be made not later than two (2) hours prior to the end of the previous workday.
- (E). Vacation Scheduling:
- (1) On or before March 30, an employee may express his/her preference, in writing, to the Department Head or the immediate supervisor, for the scheduling of not more than ten (10) consecutive vacation days or two separate blocks of five (5) consecutive days, for a vacation leave.
 - a. Vacation calendars for all Departments and/or Divisions of Departments shall be posted by the first week of February and the initial vacation selections shall be made by the end of March.
 - (2) Other vacation leave periods may be scheduled throughout the calendar year, consistent with an employee's accumulation of vacation leave, in leave periods of not more than ten (10) consecutive days. Any request for an exception to the ten-day rule must be accompanied by sufficient documentation of need.
 - (3) Within the limits of the operational needs of each Division, the Department Head will authorize vacations on or before May 1st, on the basis of greatest seniority within a classification.
 - a. Vacations that by their nature require approval more than a year in advance or that require more than ten (10) consecutive vacation days, shall be immediately submitted to the Department Head. In such a case, the Department Head shall respond within two weeks or as soon as possible. An employee may appeal the Department Head's decision to the Mayor/CEO, however no further appeal shall be allowed.

- (4) Regardless of seniority, an employee may not preempt a vacation period which another employee has already been granted.

The above vacation leave requests shall be subject to the operational needs of the Department.

SICK LEAVE

Section 12.2

- (A). Employees hired prior to August 14, 2015 shall be allowed one (1) day per month of sick leave with pay. Employees hired on or after August 14, 2015 shall be allowed three-quarters (3/4) of a sick day per month with pay. Effective July 1, 2023, each employee shall receive one (1) day per month of sick leave with pay. Any unused portion of sick leave shall accumulate from fiscal year to fiscal year. An employee may use more than one hundred twenty (120) days of accumulated sick leave in a single fiscal year upon the recommendation of the Department Head and the approval of the Mayor/CEO. Holidays and regular days off shall not be counted in computing sick leave. (Sick leave shall be given when an employee is required to undergo medical treatment.)
- (B). When an employee finds it necessary to be absent for any of the reasons specified herein, s/he shall cause the facts to be reported to the designated supervisor at least one-half hour prior to the scheduled beginning of the employee's shift. The report shall be made at least one hour before the scheduled beginning for evening, night and weekend shifts. Sick leave shall not be granted unless such report has been made.
 - (1) An employee who becomes ill during the course of the workday and whose work assignment has been changed in accordance with the Department's operational needs must provide a physician's note indicating that s/he can perform full duty work in order to return to work.
 - (2) An employee who becomes ill during the course of the workday more than one (1) time within thirty (30) calendar days may be required to provide a physician's note indicating that s/he can perform full duty work in order to return to work.
- (C). In all cases where sick leave exceeding three (3) working days, but not more than one (1) week is taken because of illness, bodily injury or exposure to contagious disease, a personal affidavit must be presented and where sick leave exceeds one (1) week, a certificate from a physician indicating the nature and probable duration of the disability must be submitted to the Department Head substantiating the reason for the absence.
- (D). No sick leave payment shall be paid when any personal injury has been caused by the willful and serious misconduct of the injured employee or by his/her intoxication.
- (E). Nothing in this Article is to be construed to allow sick leave with pay or any form of compensation by the City for personal illness, injury or disease and exposure to a contagious disease contracted in the services of an employer other than the City of New London.
- (F). Sick leave may be used when accident or serious illness of any member of the employee's immediate family require the employee's personal attendance. Verification may be required attesting to the accident of illness and the need for such attendance.

<u>(Number of Days</u>	<u>Percentage</u>	<u>Bonus</u>
90	1%	0
135	2%	0
180	5%	\$250
225	7%	\$300
270	8%	\$400

INJURY LEAVE

Section 12.3 An employee who believes s/he is injured in the course of or as a result of performing his/her duties for the City shall be entitled to receive his/her full salary during the initial three-months of total disability.

- (A). Injuries arising out of and in the course of employment shall be reported forthwith by the employee to his/her immediate superior who shall make a full report to the Department Head
- (B). Employees whose injuries are accepted as work-related shall be further entitled to an additional nine (9) months of salary continuation, for a total lost-time period not to exceed one year.
- (C). The full amount of the Workers' Compensation payments shall be included in determining any pension benefits to which the employee shall be entitled.

Section 12.4 An employee whose claim for Workers' Compensation is denied by the City's Workers' Compensation carrier, and who has filed for a hearing within the ten days allotted in Section 12.5, shall continue to receive his/her full salary for a period not to exceed four (4) additional weeks, to allow time for an initial investigation and hearing. Employees who are required to submit to a Commissioner's examination shall have their salary continued through the examination and subsequent hearing; however, the total salary continuation time shall not exceed six months.

- (A). Should the employee require more than six months' time for a determination, or to return to work, the employee will be required to utilize leave time to continue receiving regular wages. Should the employee's claim later be accepted, all leave time used shall be returned to his/her accounts.
- (B). Should the denial of the employee's claim for Workers' Compensation be upheld by the Workers' Compensation Commission, the employee will be required to reimburse the City for all monies paid through deduction from his/her leave time accruals, salary reduction, or by direct payment.

Section 12.5

- (A). The employee shall notify his/her immediate supervisor immediately when an injury occurs. If immediate notification is not possible then notification shall be made within five days.

- (B). Such notification shall include notice as to whether or not such injury was a re-occurrence of a prior injury or an initial unrelated injury. All notifications will be immediate if possible or within five days if not.
- (C). As soon as possible the employee shall seek medical treatment (walk-in clinic; hospital or doctor, etc.).
- (D). The employee, following the above procedure, shall be placed in injury leave.
- (E). When the City receives the Accident Report, it shall immediately notify its Worker's Compensation carrier, if any, as to the particulars of the injury.
- (F). If the City or Workers' Compensation Carrier, if any, contests the claim, the employee will be notified by the City of his/her options regarding use of sick, vacation or no-pay time for the injury leave. The employee will have ten (10) working days from the date of the notice to advise the City of his/her option. If the employee does not select an option, the employee will be placed on unpaid status.
- (G). If the employee objects to the City's contesting of the claim pursuant to the rules and regulations instituted by the Workers' Compensation Board, the employee will be placed on injury leave and any sick or vacation time will be reinstated.
- (H). The employee will receive such compensation representing loss of pay from the City, pursuant to the Collective Bargaining Agreement.
- (I). The City, or its designee, reserves the right to challenge such claim at a Workers' Compensation hearing.
- (J). The Union does not waive any of its rights under the Collective Bargaining Agreement to represent its members pursuant to the Collective Bargaining Agreement (Section 12.3 and Section 12.4).
- (K). The City shall have the right to deduct sick or vacation time from the employee(s) earned benefit(s) if the claim is found non-compensable by the Workers' Compensation Commission.
- (L). The City does not waive its right to commence a separate action for reimbursement of monies paid.
- (M). The City does not waive its right to discipline any employee who files a fraudulent claim.

Section 12.6 The City and the Union mutually agree to abide by the City's Return to Work Policy and Procedures, incorporated herein as Appendix E.

ARTICLE XIII INSURANCE

Section 13.1 The City shall provide at its expense, except for the co-pay provisions and premium cost-share provisions appearing in subsections below, for all employees in the bargaining unit and their enrolled dependents, health insurance as outlined below, effective July 1, 2011,

- (A). Medical insurance in accordance with the Connecticut Partnership Plan.
- (B). The Prescription Drug Coverage administered by the Connecticut Partnership Plan.

- (C) The City shall provide the following or equal Dental Insurance coverage: Plan 5 of the Connecticut Partnership Plan.
- (D) Additional vision coverage for prescription glasses, contact lenses with a benefit of \$100. per contract year, accruing during the life of the contract. An employee may use the entire contractual amount at any time during the term of the agreement. Employees shall be reimbursed for expenses submitted within six (6) months of purchase.
- (E) During the annual open-enrollment period or at the time of a qualifying event, employees must notify the City of their selection regarding the level of coverage (single, 2- person, family); such selection shall apply to all insurance covered by this article (medical, prescription, dental). It is incumbent upon new employees to notify the Personnel Office, in writing, of his/her election for dependent coverage sixty (60) days in advance of the commencement of that coverage.
- (F) Notwithstanding the foregoing, the City has the right to change insurance carriers providing that the new policy of insurance coverage is substantially equivalent to the current insurance coverage.
- (G) The City agrees to meet and discuss any changes in coverage with the Union before the changes are made. In the event that there is a dispute between the parties concerning equivalency of insurance coverage, the parties agree to arbitrate the dispute as provided for in the grievance procedure contained in this agreement.
- (H) Employee cost-share obligations are as follows:
 - (1). Commencing July 1, 2022, all employees covered by this agreement shall contribute twenty-two percent (22%) of the total premium for medical insurance coverage by deduction from their pay.
 - (2). Commencing July 1, 2023 all employees covered by this agreement shall contribute twenty-three percent (23%) of the total premium for medical insurance coverage by deduction from their pay.
 - (3). Commencing July 1, 2024, all employees covered by this agreement shall contribute twenty-four percent (24%) of the total premium for medical insurance coverage by deduction from their pay.
 - (4). Commencing July 1, 2025, all employees covered by this agreement shall contribute twenty-four percent (24%) of the total premium for medical insurance coverage by deduction from their pay.

Section 13.2 The City shall provide at its expense a Fifty Thousand Dollar (\$50,000) Term Life Insurance Policy for active employees, and upon retirement the reduced amount of Fifteen Hundred Dollars (\$1,500). Employees shall have the option to purchase, at their own expense, additional insurance of up to Twenty-Five Thousand Dollars (\$25,000) at the group rate, on a pre-tax basis. Total policy amount shall not exceed Seventy-Five Thousand Dollars (\$75,000).

Section 13.3 It is mutually understood that all of the aforementioned insurance will become effective on a date based on the normal administrative processing time of the respective companies as it computes or relates to either the date on which this Agreement is signed or the date on which data and information to be provided by employees is received or both.

Section 13.4

- (A). Employee may "opt out" of the City's medical plan.
- (B). To "opt out" an employee would be able to receive 15% of the total cost of all health, prescription and dental insurance, based on their familial status.
- (C). In order to "opt out" an employee must provide proof of insurance. The opportunity to "opt out" will be given once per year and will be paid once per year in June.
- (D). Employee may once a year, during open enrollment (May 15 through June 15), select to "opt out" or be enrolled in the City of New London Medical/Dental Insurance plan.
- (E). There shall be no reinstatement other than July 15 to August 15 period, except for the following events:
 - (1) Coverage was waived by the employee because another group health insurance plan provided coverage; and
 - (2) Coverage is lost under the plan due to employment termination, death of a spouse or divorce; and
 - (3) The employee applies for coverage under this contract within thirty (30) days after the loss of coverage under the other plan. If the employee fails to apply within thirty (30) days, the employee may apply during the next year's open enrollment period.
- (F). All such reinstatements shall be subject to all requirements of the applicable carrier(s) including, but not limited to, any mandatory waiting periods.
- (G). In the event that the employee reinstates other than July 15 to August 15 period, the employee shall not receive a prorated share of the "opt out" payments for any month, or portion thereof, when the employee is reinstated.
- (H). This and all future language contained within this section shall conform with all applicable State and Federal COBRA laws.

**ARTICLE XIV
PENSION**

Section 14.1 A Pension Plan shall be available to members of the bargaining unit. The Plan shall not be reduced or diminished, unless agreed to by the parties.

- (A) Effective with the implementation of a final agreement, all employee contributions to The Pension Plan shall be made on a pre-tax basis.
- (B) The revised pension sick leave incentive described in Section 12.2, Sick Leave, is incorporated into the Summary Plan Description.
- (C.) Employees shall be covered by the Connecticut Municipal Employees Retirement System (CMERS), which shall be administered in accordance with applicable law. All disputes involving interpretation or application of CMERS to members between the City and the Union, or employee(s) shall be resolved in accordance with the procedures specified in the plan or applicable law.

- (D.) In lieu of contributions to the City of New London Pension, 3.75% of the employee's base wages shall be deducted on a pre-tax basis, under Section 125 of the Internal Revenue Code and to the extent permitted by law. This contribution shall be separate from the premium cost share outlined in Section 13.1 (G).
- (E) If CMERS increases the amount of the employee contribution, thereby reducing what the City's contribution would have been, the employee's additional 3.75% deduction to the City, will be decreased by an equal amount.

Example: The CMERS employee contribution of 2.25% is increased 1% to 3.25%. The employee's additional 3.75%, will be decreased 1% to 2.75%.

ARTICLE XV HOLIDAYS

Section 15.1

(A). The City shall provide the following paid holidays for its employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Italian Heritage Day
President's Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

In the event any of said above mentioned holidays fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event, the holiday falls on a Sunday, it shall be observed on the following day.

Those holidays referenced in Section 9.10(B) for overtime purposes shall be paid in accordance with work performed on the actual day of the holiday. All others shall be paid on the day the holiday is observed.

Section 15.2 An employee shall be entitled to one (1) additional holiday at the end of any six (6) consecutive month period during which s/he has not used any sick leave. A new period for the purpose of determining entitlement to this benefit shall begin with the month which follows the final sixth month of the prior determination period. This additional Holiday must be used within the four (4) months succeeding the final month of determination, or it is automatically forfeited.

ARTICLE XVI FAMILY FUNERAL LEAVE

Section 16.1 If any member of the immediate family of a City employee dies, said employee shall be granted three (3) days leave without loss of pay or loss of vacation time, etc. "Immediate Family" is hereby defined as husband or wife, father or mother, son or daughter, brother or sister, grandparents or grandchildren, mother-in-law or father-in-law.

Section 16.2 In the event a close relative to an employee who is not a member of the immediate family of the employee dies, said employee shall be granted one (1) day of leave without loss of

pay, vacation time, etc. In this category is included uncle, aunt, immediate in-laws, such as brother-in-law or sister-in-law, niece or nephew.

Section 16.3 In the event of the death of a more distant relative, such as a cousin, the employee shall be granted sufficient time to attend the funeral without loss of pay, vacation, etc., not to exceed one (1) day.

Section 16.4 In the event of the death of a present City employee or perhaps an employee who has been closely associated with certain Departments or other City Officials, time off to attend the funeral shall be granted only on special permission of the Mayor/CEO. In those cases, any employee desiring to attend such funeral must first contact the Mayor/CEO directly and obtain his/her approval.

Section 16.5 Additional Time Off -There may be cases in which an employee would be required to take more time than has been allowed in the rules cited above; for example, an uncle who died in New York state, requiring perhaps two days leave instead of one. In these instances, additional time may be granted by the Department Head if s/he feels that the situation justifies it and if s/he feels that the additional time can be granted without undue harm to the operation of his/her Department. In these cases, said additional time shall either come out of vacation already earned by the employee or shall be without pay.

ARTICLE XVII LONGEVITY

Section 17.1 (A). Longevity shall be considered as an added compensation to employees for continued and faithful service to the City. Longevity payment shall be included in an employee's total earnings for the purpose of determining his pension benefits:

Effective June 30, 2012

Aggregate Years of Service	Total Annual Longevity Payments
10 years but less than 15 years	\$500.00*
15 years but less than 20 years	\$600.00
20 years but less than 25 years	\$800.00
25 years or more	\$1,000.00

- (B). The total annual longevity shall be due and payable in two equal installments, the first being due and payable not later than November 30, and the second being due and payable not later than May 31 of each fiscal year. Eligibility for longevity compensation shall begin on the date the employee is hired by the City for a regular authorized position on a full-time basis.
- (C). An employee will become eligible for his/her total annual longevity payment if s/he has completed five (5) or ten (10) years of service on or before November 30 of a fiscal year. Thereafter additional longevity payments for aggregate years of service will be predicated on the same basis.

- (D). Only employees on the payroll on the specified date of longevity payment shall receive longevity compensation, except that employees who retire during a fiscal year shall not be required to be on the payroll on the specified dates of longevity payment in order to receive full longevity compensation for the year. Time spent in the Armed Forces of the United States (i.e., Army, Navy, Marine Corps, Air Force and Coast Guard) while on leave from the City shall be included in determining the number of aggregate years of service.

**ARTICLE XVIII
PAY FOR MILITARY SERVICE**

Section 18.1 Each officer and employee of any branch of the Armed Forces of the United States may absent himself from his/her City duties when called by the Federal Government to engage in field training. While so engaged, each employee is entitled to the difference from the City between his/her compensation from military activities and the salary or compensation as a City employee. The period involved cannot exceed thirty (30) days in any calendar year.

Section 18.2 In any case where such City employee shall receive compensation for military activities which exceeds his/her salary or compensation as a City employee, there shall be no salary paid to the individual concerned for the period involved.

**ARTICLE XIX
LEAVES OF ABSENCE**

Section 19.1 Leaves of absence may be granted for reasons of maternity, active military duty, prolonged illness or higher education, provided any requests for leaves shall be made to the City Personnel Department for processing.

Section 19.2 All leaves of absence shall be granted without pay. Maternity leaves of absence may be granted by the Mayor/CEO, with the approval of the Department Head to begin not earlier than six (6) weeks before birth and to last not later than eight (8) weeks after birth. Leaves of absence and extensions of leaves for prolonged illness and higher education may be granted for up to one (1) year.

Section 19.3 While on leave of absence, employees shall maintain status as follows:

- (A). Anniversary dates shall not change
- (B). Retirement credits may be maintained, provided the employee pays both his/her and the City's share of his retirement plan premiums
- (C). Except for cases of Maternity, Medical, Surgical, Major Medical and Life Insurances may be maintained, provided the employee pays the total cost of his/her insurance premiums during the period of absence.
- (D). No vacation leave, sick leave, or holidays will accrue during the period of absence under this article.

Section 19.4 The following eligibility will cover leaves of absence:

- (A). Maternity - Nine (9) consecutive months as a permanent full-time employee, or in accordance with the minimum employment hours established under FMLA (1250 hours). Employee must first use all accrued sick leave and may use earned vacation leave.
- (B). Active Military Duty Permanent Employee Status.
- (C). Prolonged Illness - Permanent employee status with at least three-(3) years' service. Must have used all accrued sick leave. Must have doctor's certification of the illness and a statement as to probability of being able to return to work and a doctor's certification.
- (D). Higher Education - Permanent employee status with at least five (5) years' service. Must first use all accrued vacation leave.

Section 19.5 All requests for leaves of absences as described hereinbefore shall be accompanied by satisfactory documentation.

Section 19.6 Requests for personal leave without pay may be granted by the Mayor/CEO, with approval of the Department Head, for instances which would create extreme personal hardship should the leave not be granted. Personal leaves are not subject to the conditions of Section 19.1, 19.2 or 19.3.

ARTICLE XX UNIFORMS/PROTECTIVE CLOTHING

Section 20.1 All employees are expected to dress in a professional and businesslike manner appropriate to their position. The City of New London shall issue personal protective equipment as required for the performance of their job duties to members of the bargaining unit. It shall be the responsibility of each employee to utilize and maintain said equipment.

Section 20.2 Safety Shoes - The City shall designate those job classifications which require safety shoes and reimburse for one pair of shoes up to two hundred dollars (\$200.00) for each employee required to wear such shoes. Safety shoes must be ANSI approved.

Section 20.3 Uniforms

- (A). Each new employee who does work of a nature that causes undue hardship on clothes shall be provided with the following uniform items:
 - (1) Trousers, blue, denim or work pants (three (3) pair).
 - (2) (a) Varying forms of T-shirts, or other approved work shirts in green or any other color designated by the City and with City of New London emblem five (5) shirts).
 - (b) Employees will have the choice of either T-shirt, as in 2(a) above, or long or short sleeve work shirts with the City logo as replacements, or if new employee, new issue.
 - (3) Sweatshirts, green with City of New London emblem (two (2) sweatshirts); and
 - (4) Jacket, green with City of New London emblem, one jacket.

- (B) Each Public Works employee required to wear a uniform as part of his/her position shall be provided an annual uniform allowance of \$200 (pro-rated for new public works employees) to be used as follows:
 - (1) Replacement uniforms shall be ordered by submitting a request for purchase of approved shirts and work pants to the Department Head.
 - (2) Purchases shall be paid by the department and deducted from the employee's annual allowance of \$200.
 - (3) Any monies remaining at the end of the fiscal year shall roll into the next year and be added to the new year's balances, up to \$900.
 - (4) When an employee separates or retires from the City, all uniform allowance accruals revert to the City.
 - (a) Once an employee has signed retirement paperwork, no further purchases may be made against his/her clothing allowance account.
 - (b) An employee will reimburse the City for all clothing purchase made within sixty (60) days of termination for cause only through direct payments or removal from final salary or leave provisions.
- (C) Each Senior Center employee required to wear a uniform as part of his/her position shall be provided a uniform allowance of \$100 to be used in the manner above.
- (D). Additionally, a \$300 annual uniform allowance shall be made available to Police Department Assistant Animal Control Officers for replacement of uniforms.
- (E) In accordance with standard City policy, the City shall replace at no cost to the employee uniforms or portions of uniforms damaged during line of duty.
 - (1) Such employee must notify his/her Foreman and verify the damage at the time of the incident.
- (F) All employees provided uniforms by the City shall wear said uniforms and shall be subject to discipline for failure to wear said uniforms. Employees may wear other uniform clothing as authorized and approved by the City.

Section 20.4 Winter

As it is difficult to predict the severity of winter weather and as the jackets provided by the City in accordance with Article XX of the working agreement may not always be adequate, it is hereby agreed that for the winter months (December 1 to March 30) employees may wear an appropriate heavy-duty outer jacket of their choice for their protection from the weather. Employees are eligible for a new jacket not to cost more than one hundred and fifty dollars (\$150.00) every two (2) years unless the employee can demonstrate to their supervisor that the jacket is in poor condition, not to exceed one jacket per year. The other articles of uniform attire including steel-toed shoes, denim pants, sweatshirts with City Logo, and or T-shirts with City Logo shall continue to be worn. Jackets are required to meet ANSI Reflectivity Standards for Safety.

**ARTICLE XXI
WAGES**

Section 21.1 Employees will be compensated so as to increase the wages at each step of the salary schedule in the following manner:

- (A) Retroactive to July 1, 2022 the wage rates in effect as of June 30, 2022 will be increased by 3%. (See Appendix A-1).
- (B). **2023-2024** Effective July 1, 2023, the wage rates in effect as of June 30, 2023, will be increased, by 3% (See Appendix A-2), and all eligible employees shall be advanced one (1) step level within their grade.
- (C). **2024-2025** Effective July 1, 2024, the wage rates in effect as of June 30, 2024, will be increased, by 3% (See Appendix A-3), and all eligible employees shall be advanced one (1) step level within their grade.
- (D). **2025-2026** Effective July 1, 2025, the wage rates in effect as of June 30, 2025, will be increased, by 2% (See Appendix A-4), and all eligible employees shall be advanced one (1) step level within their grade.

Section 21.2 Each employee's grade and step shall be established on the basis of the following principles

- (A). All new hires will enter at Step 1 of the grade applicable to the position for which they are employed. A new hire will receive their next step on July 1st after the completion of their probationary period including any extension of their probationary period. Step increases shall be awarded to eligible employees on July 1st of each year thereafter.
- (B). Upon a promotion, the following will apply:
 - (1). If the promotion is to any one of the next three grades over that currently held by the employee, the employee's step in the new grade shall be that step nearest to, but not less than, the sum of the employee's present rate plus one (1) increment in the grade to which the employee is being promoted, or Step 4, whichever is less.
 - (2). If the promotion is to any one of the four or more grades over that currently held by the employee, the employee's step in the new grade shall be that step nearest to, but not less than, the sum of the employee's present rate plus two (2) increments in the grade to which the employee is being promoted, or Step 4, whichever is less.
- (C). Upon a demotion, the following will apply:
 - (1). If action is not for cause, the employee's step in the new grade shall be closest to but not greater than the employee's present rate.
 - (2). If action is for cause, the employee's Step in the new grade shall be the entry step of new hires.
- (D). Upon transfer (movement between positions of the same grade) the employee will remain at the same step.
- (E). Upon promotion from a part-time Union position to a full time Union positions in the same classification, the employee's step in the promotional grade level shall be based upon

his/her part-time wage in that grade level as the "present rate" of pay for the purpose of calculating the employee's new full-time step in the grade level.

ARTICLE XXII WORKING RULES & DIRECTIVES

Section 22.1 Should a dispute arise in which the issue is not specifically covered by this Agreement, the parties shall negotiate on the basis of the cooperative spirit of this Agreement.

Section 22.2 The Union and the City each consider that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

Section 22.3 All copies of working rules and directives of the City affecting the working conditions of the employees of the Bargaining Unit shall be provided to the Union by the City. The City shall provide Local 1378 with ten (10) signed copies of the executed Contract, delivered at the time of signing.

ARTICLE XXIII ANNUAL DISCUSSION OF WAGES, WORKING CONDITIONS, ETC.

Section 23.1 The Mayor/CEO agrees to meet with the Union prior to the expiration date of this Agreement to discuss Union requests for changes to wages, hours, or any working conditions.

Section 23.2 Either party desiring to amend or modify this Agreement shall notify the other in writing, no more than 180 days nor less than 135 days before the expiration date of the Agreement. Within fifteen (15) days of the receipt of such notification, the parties shall establish a date for the first meeting to commence negotiation.

ARTICLE XXIV MISCELLANEOUS PROVISIONS

Section 24.1 The waiver of any breach or conditions of this Agreement by any party shall not constitute a precedent in the future enforcement of all the terms and conditions of the Agreement.

Section 24.2 There shall be a call-man in each of the Divisions of Highway and Mechanical Maintenance. Department Heads may utilize a "call-man" in Divisions where, from time to time, services may have to be provided outside of normal working hours.

Section 24.3 Employees serving as call men (including Animal Control Officers and IT employees) shall serve on a weekly basis at the rate of sixty-five dollars (\$65.00) per week.

Section 24.4 Each employee who qualifies for call-man in the Divisions of Highway and Mechanical Maintenance and in departments where Department Heads may utilize a call-man as provided in Section 24.2 above, will take turns for the position of call-man. There will be one call-

man per week. It will be the responsibility of the call-man to be available and capable of responding at all times while on call. The call-man shall provide a substitute if is not available. It is mutually understood and agreed that the call-man will be able to use any one vehicle or one piece of equipment s/he is qualified to use. In the event s/he needs help on the job, s/he shall notify his/her manager or supervisor who will call in the needed help according to the procedure in Article IX, Sections 6 and 7. The above employee will either use a vehicle or a piece of equipment, but not both. *

*Example: an employee loading a truck using one piece of equipment may not then drive the truck.

Section 24.5

- (A). All employees of a Supervisory or Professional nature listed in Article I, Section 1 of this Agreement shall not perform manual work, or operate any equipment or vehicle, that is performed or operated by employees in a lower classification, except in a bona fide emergency, or in the instruction of workers, or work of a bona fide experimental or developmental nature.
- (B). Managers are not to be used to do bargaining unit work unless bargaining unit employees are unavailable.

Section 24.6 The term "bona fide emergency" means all emergencies that are an act of God or an unforeseen event beyond the control of the City. This term will not be used to have employees work outside their classification in the replacement of employees who are available in their own classification, including those employees listed in Article I, Section 1.

Section 24.7 No Discrimination - The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination, regardless of age, sex, marital status, race, color, creed, national origin, political affiliation or Union membership.

Section 24.8 No Strike - No Lock Out - The Union agrees that it will not call any strike, work stoppage, or work slowdown. The City agrees that it will not lockout any employees at any time.

Section 24.9 Savings Clause - Should any provisions of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement, it being the intention of the parties that no portion of this Agreement or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 24.10 The Union Negotiating Committee, of which no more than four (4) shall be paid by the City, shall be granted leave of duty with full pay for all meetings between the City and the Union for the purpose of negotiations when such meetings are scheduled during the working day.

Section 24.11 The provisions of the City Charter concerning "Residency Requirements" adopted by referendum of November 5, 1985, are hereby and herein incorporated and made part of this Agreement.

Section 24.12 The parties agree to negotiate any changes to existing job descriptions or the creation of new job descriptions in accordance with the provisions of the Municipal Employees Relations Act.

**ARTICLE XXV
EFFECTIVE DATE - TERMINATION - CHARGES**

Section 25.1 Effective Date - The effective dates of this Agreement shall be July 1, 2022 through June 30, 2026, except as otherwise provided herein.

Section 25.2 Termination - This Agreement shall remain in effect until June 30, 2022, and thereafter shall continue in effect from year to year, except that either party may cancel, terminate or express an interest to modify the Agreement upon an anniversary date of this Agreement by giving the other party not less the thirty (30) days written notice of cancellation.

Section 25.3 Upon taking effect, this Agreement cancels, terminates and supersedes any and all other Agreements which the parties may have entered into.

Section 25.4 If substantial questions arise affecting this Agreement, the Mayor/CEO or his designated representative agrees to meet with the Union to discuss these questions

**ARTICLE XXVI
EXPRESSION OF POLICIES, PROCEDURES AND MANAGEMENT RIGHTS**

Section 26.1 It is understood by the parties of this Agreement that this Agreement is intended as an expression of policies and procedures which the parties consider will improve relations between the City and the Employees who are within the scope of this Agreement. This understanding being expressed, however, without intending in any way to limit or restrict the City of New London or bind the Mayor/CEO or any other official or employee of the City in the exercise of their right, power and discretion in conducting the Government and the affairs of the City and in performance and discharging their duties and responsibilities.

Section 26.2 The City reserves all its rights, powers and authority heretofore existing, including, but not limited to the following:

- (A). Determine the standards of service to be offered by all Departments and Divisions.
- (B). Determine the standards of selection for employment.
- (C). Direct its employees.
- (D). Take disciplinary action.
- (E). Relieve its employees from duty because of lack of work or for other legitimate reasons.
- (F). Issue rules and regulations.
- (G). Maintain the efficiency of governmental operations.

- (H). Determine the methods, means and personnel by which the City's operations are to be conducted.
- (I). Determine the content of job classifications.
- (J). Exercise complete control and discretion over its organization and the technology of performing its work.
- (K). Fulfill all of its responsibilities.

The above rights, responsibilities and prerogatives are inherent in the Council of the City of New London and the Mayor/CEO by virtue of statutory and charter provisions.

Section 26.3 The City of New London Personnel Policies and Procedures are incorporated into this Agreement pursuant to the following:

- (A). In the event of a conflict between the Personnel Policies and Procedures and the Union Contract, the Contract will prevail.
- (B). In the event a question is raised by either the City or the Union with regard to any present Personnel Policies which affect the working conditions of an employee or employees, the parties hereto agree to meet and negotiate to the extent required by the Municipal Employees Relations Act.
- (C). Personnel Policies which are presently in effect shall remain in effect subject to negotiations as provided in Section B above until changed or amended by mutual agreement, as herein provided, if mutual agreement is required.

ARTICLE XXVII SUBCONTRACTING ISSUES

Section 27.1 It is understood that the primary function of the Public Works Department is to provide maintenance and safety upkeep to the City's infrastructure, parks, buildings and grounds.

- (A) The City agrees not to subcontract, contract out or privatize in whole or part any work currently being performed by bargaining unit members without first negotiating with the Union.
- (B). All bargaining unit work shall be performed by bargaining unit employees, unless bargaining unit employees are not available.
- (C). Work of a specialized nature not normally performed by the classifications in the bargaining unit may be contracted.
- (D). The City shall provide all information available to the Union regarding a project which the City proposes to subcontract, contract or privatize in whole or in part.
 - (1) The Union shall have five (5) working days to respond in writing to the City request with approval, proposed conditions or a request for more information. If no response is received, the request shall be submitted to binding arbitration at the State Board of Mediation and Arbitration.

- (2) If the Union submits a written request for additional information or proposed conditions, the City shall provide such information or a response to conditions within five (5) working days.
- (3) The Union shall have five (5) working days to respond in writing to the City response with approval or proposed conditions.
- (4) Exchange of information shall proceed until fifteen (15) workdays have passed from the initial date of notice. If no agreement is reached, this item shall be submitted to binding arbitration at the State Board of Mediation and Arbitration.
- (5) This Section shall not apply to work performed by volunteers. The City shall notify the Union of any intention to utilize volunteers to perform work which may be deemed a function of bargaining unit members. Volunteers may perform work as allowed in the past; the use of volunteers for other work must be negotiated with the Union.

Section 27.2 The City and the Union agree that, in accordance with the Agreement resolving MPP 20,792, the Union has permanently relinquished any future claims to bargaining unit work at Ocean Beach Park as long as management of the park is performed by outside entities.

Section 27.3 If the bargaining unit member believes that a particular assignment exceeds his/her limitations the City may subcontract that assignment.

Section 27.4 In accordance with the Negotiated Agreement dated 12-20-2006, the Union and the City agree that payments were made in exchange for the permanently relinquishing of all current and future claims of the bargaining unit to paving work in the City.

- (A). The Union further confirmed by entering into the Agreement, that it no longer has exclusive rights to paving work and that any subcontracting language herein does not apply to any current or future paving work.

Section 27.5

- (A). That the Union has exclusivity over all maintenance electrical work performed City- and Board of Education-wide.
- (B). The Board of Education has current project proposals that include data wiring and clean power installations at Bennie Dover Junior High School and City-wide upgrades to all other schools. It is hereby agreed that the data wire and clean power needs of the Board of Education for these projects may be subcontracted by the City.
- (C). The City agrees to provide all the necessary training to enable the City's electrical maintenance employees to meet all of the minimum state or certificate authority certification necessary to maintain and repair the data wire and clean power installations at Bennie Dover Junior High School and City-wide upgrades to all other school's project worked installed by the City's selected subcontractor. The Union agrees that this requirement does not apply until the warranties expire with the City's selected subcontractor (s). The City agrees to pay all of the costs associated with the training and/or certification.

- (D). In order for the Union to maintain exclusivity to maintenance electrical work, the Union workers must meet all minimum certification requirements by the state or certificate authority of said project. In the event they do not meet minimum certifications, the work is hereby excluded from performance by the bargaining unit members.
- (E). That by entering into this agreement the City cannot claim "shared work," past practice, or in any way take a position that the Union has waived any contractual right enumerated in the current collective bargaining agreement.
- (F). That any future request for subcontracting maintenance electrical work shall remain bargaining unit work and if the City/Board of Education desires to seek to contract out said work, the City and the Union must negotiate pursuant to the terms of the bargaining agreement.

**ARTICLE XXVIII
OPERATIONS OF THE SOLID WASTE COLLECTION DIVISION**

Section 28.1 So long as the City continues Solid Waste Collection pursuant to the provisions of the Ordinance in effect when the Agreement is signed, the following provisions shall apply except as they have been modified by the practice of the parties. Curtailment or modification of the present Solid Waste Collection procedures made by amendment to the existing ordinance shall be implemented only after consulting and/or negotiation with the Union, as the case may be, as required under the Municipal Employee Relations Act.

Section 28.2

(A) INCENTIVE PROGRAM

- (1). Incentive Program shall pertain only to those employees assigned at 7:30 am to refuse collection duties on a truck route of driver, refuse collector and recycling driver. All other solid waste employees are not eligible.
- (2). No employee can leave until all the work is completed, in accordance with the satisfaction of the supervisor or foreman. "When all the work is completed" means: All refuse collection routes have been finished including,
 - (a). garbage routes
 - (b). leaves/yard waste
 - (c). recycling
 - (d). corrugated cardboard
 - (e). businesses
 - (f). office paper
 - (g). schools & special summer collection stops; and
 - (h). any other collection stop added to the collection route on the regular collection schedule.
 - (i). recycling wagons have been sorted, emptied and put away
 - (j). Transfer Station is clean.

- (3). No crew leaves without checking with the Foreman or Plant Operator or Supervisor, in the Foreman's absence, before leaving; and
 - (4). No one leaves earlier than 2:20 p.m. at the earliest
 - (5). A backup crew consisting of a Driver and two Refuse Collectors or two Recycling Drivers would be on full-time duty each day to handle any complaints or call backs for missed stops.
 - (6). Recycling drivers will participate in back up rotation and the incentive program shall be included in all the above provisions.
 - (7). Any people borrowed from other Divisions would be granted these provisions.
- (B) LIGHT DUTY--An employee in the Public Works Transfer Station who is on light duty shall be assigned specific duties on a daily basis consistent to his/her physical limitations and within the confines of his/her job description. An employee may be transferred to assist other divisions within his/her restrictions. Light duty employees, who regularly work as Drivers, Refuse Collectors and Recycling Drivers may leave if all others (except backup crew) leave.

ARTICLE XXIX PUBLIC SAFETY DISPATCHERS

Section 29.1 Public Safety Dispatchers will not have seniority rights concerning shift preference since their established work schedule requires constant rotating shifts.

Section 29.2 Public safety dispatchers will work a rotating shift schedule on a three-shift basis of 7:00 o'clock a.m. to 3:00 o'clock p.m.; 3:00 o'clock p.m. to 11:00 p.m.; and 11:00 p.m. to 7:00 o'clock a.m. G.O. 11.1 A. Schedules and Assignments will be reissued to eliminate 3d. and e. regarding Friday 12-hour work schedules. Dispatchers shall receive one half hour paid lunch period on each shift and shall be on call to cover on an as-needed basis during their lunch period. They shall not be allowed to leave their work premises during their scheduled shifts without specific approval of the department head or his/her designee. It is understood and agreed that the public safety dispatching function requires 24-hour, 7 day a week coverage. Public Safety Dispatchers shall change shifts in accordance with an established 28-day cycle, and their regular days off shall change accordingly.

- (A) The City and the Union agree to implement a 56-day cycle on a trial basis for a period of six (6) months. Upon completion of the trial period the 56-day cycle may be continued if deemed successful by both parties. If not deemed successful by both parties, the 28-day cycle shall be resumed.

Section 29.3 Dispatchers who are required to work on a hold-over basis after the completion of their regularly scheduled working hours shall, if the time of the hold-over extends beyond three hours past the end of their normally scheduled work hours, be entitled to a paid meal not to exceed the amount as set forth in Section 8.4 of the working agreement and thereafter shall be allowed a fifteen-minute break at least every four hours, provided that coverage is available. As provided in

paragraph 4, Dispatchers shall not be allowed to leave their work premises during working hours without specific approval of the Department Head or his/her designee.

Section 29.4 Dispatchers shall receive the same weekend shift differential as other Public Works employees

Section 29.5 Bargaining unit employees who are not trained and certified as Public Safety Dispatchers will be encouraged to enroll and complete any Dispatcher training programs which may become available during the term of this agreement. The City agrees to notify the Union president when and if such training programs are scheduled and, on a space-available basis, agrees to permit bargaining unit members who wish to be trained and certified as Public Safety Dispatchers to enroll in such programs with no expense to the City, subject to the availability of such employees and their own work schedules. Bargaining unit employees who successfully complete such training program and are certified as Public Safety Dispatchers will be eligible for Public Safety Dispatcher work as otherwise provided in this agreement. It is agreed that under no circumstances shall the City be required to have any employee serve in the capacity of Public Safety Dispatcher who is not certified to do so. If the City determines in its discretion to provide on the job training for individuals wishing to become certified as Public Safety Dispatchers, the City shall have the right to determine whether and under what circumstances said individuals will be permitted to operate any equipment in connection with the Dispatcher function.

Section 29.6 Public Safety Dispatchers shall be considered to be members of their own classification and division.

Section 29.7 Dispatchers shall receive the nighttime pay differential as other Public Works employees

Section 29.8 No Dispatcher shall be allowed to work more than two consecutive shifts except in cases of emergencies.

Section 29.9 Overtime work in the Public Safety Dispatcher classification/division shall be given to employees in the following order:

- (A). To Dispatchers who are members of the bargaining unit.
- (B). To full-time employees in other divisions of the bargaining unit who are certified to perform the duties of a Public Safety Dispatcher.

It is agreed that due to the nature of the Public Safety Dispatcher function, any employee in the Dispatcher classification may be held over or ordered to work in an emergency or when other individuals have not been obtained to fill a particular work assignment.

Section 29.10 Police Department SOP #8 will be reissued and renumbered with the following changes:

- (A). V.B.4. If an overtime opportunity is missed through an error by the City, the next accepted overtime assignment will not rotate that employee to the bottom of the list.

- (B). V.I.C. Add to the section after emergency "or when other individuals have not been obtained to fill a particular work assignment."

Section 29.11 Dispatchers who find it necessary to be absent for any of the reasons of illness as specified in the Employee Leave Time Article (Article XII) shall contact the Department Head or his/her designee and report the absence due to illness as soon as possible upon learning of inability to report for work, but not later than 2 hours prior to the start of any scheduled shift. Leave shall not be granted unless such report has been made.

Leave for absences due to vacation shall be in accordance with the provisions under Vacations, in Employee Leave Time, Article XII.

Section 29.12 Public Safety Dispatchers shall be required to work on all scheduled holidays in accordance with the established work schedule for each such employee. Public Safety Dispatchers will observe holidays only on the actual date of the holiday and shall not be covered by the language of Section 15.1(B).

Dispatchers will be credited with twelve (12) holidays at the beginning of a fiscal year. This total shall be adjusted to reflect hiring date, anticipated retirement or any cause resulting in separation from employment. Credited holidays may be used upon request to and approval of designated supervisor, provided that:

- (A) Leave for absences due to Holiday requests shall be in accordance with the vacation leave requests in Employee Leave Time, Article XII.
- (B). Preference is given to the Dispatcher who makes the first request for a particular day(s) off in lieu of a holiday seniority notwithstanding,
- (C). Days off in lieu of holidays shall not be granted on Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

Dispatchers shall not be covered by the language of Section 9.10. Dispatchers required to work scheduled holidays shall be paid time and one-half for actual hours worked plus pay differential, if any, on scheduled holidays, and twice their regular hourly wage and pay differential, if any, for hours worked on Independence Day, Thanksgiving Day, Christmas Day and New Year's Day.

Section 29.13: It is agreed that work performed by Public Safety Dispatchers may be performed by supervisory or non-bargaining unit employees in an emergency or in any other situation where bargaining unit employees are not available to perform the work at hand.

The City reserves the right to schedule a single Dispatcher to cover either the second or third shift if, after analysis, the dispatching needs for such shifts(s) can be performed by a single employee.

Section 29.14: As to Section 20, dispatchers will receive an annual clothing allowance of \$250.00 per year in accordance with existing practice.

Section 29.15: The City of New London is currently exploring the idea of a Regional Dispatch Center. The parties agree to a re-opener on the issue of regional dispatch and the effect on the bargaining unit.

**ARTICLEXXX
PUBLIC WORKS CREW LEADERS**

Section 30.1 The City has or presently intends to establish the position(s) of Crew Leader within each Division of the Public Works Department. It is understood and agreed that the Crew Leader positions are "working foremen" positions, requiring the employees to perform work daily with the crew they are leading. Crew Leaders may perform secondary divisional leadership functions for their assigned crew such as providing instruction and direction, daily scheduling, ordering supplies, etc.

Section 30.2 Crew Leaders shall work the same shift schedule as their crew and may be assigned to work the same overtime shift, dependent upon the operational needs of the Department.

- (A). Crew Leaders will not receive any regular overtime or respond to call-ins until the List has been exhausted within their division.
- (B). There shall be no second rate for the position of Crew Leader. When a Crew Leader is absent, his/her Division Head shall handle the leadership responsibilities of the Crew Leader position.
- (C). Crew Leaders shall not receive compensation for serving in an on-call capacity.
- (D). Crew Leaders may be called for informational purposes without charge to the City of New London.
- (E). When required to respond to a call after normal working hours, Crew Leaders shall be paid the applicable overtime rate.
- (F). Crew Leaders shall be provided the option of a take-home vehicle. Fuel shall be provided by the City of New London for such vehicle. Said vehicle shall be for official use while on duty during normal business hours and for response to emergency calls while off duty.


Section 30.3: Public works Crew Leaders shall be considered to be members of their own classification and wage allocation. Such separate wage schedule shall not be subject to reclassification. The wage scale for such position(s) shall be in accordance with Appendix A and shall be effective July 1, 2011.

FOR THE CITY OF NEW LONDON

FOR LOCAL #1378 OF COUNCIL 4
AFSCME, AFL-CIO



Michael Passero, Mayor



Wayne Burroughs, President



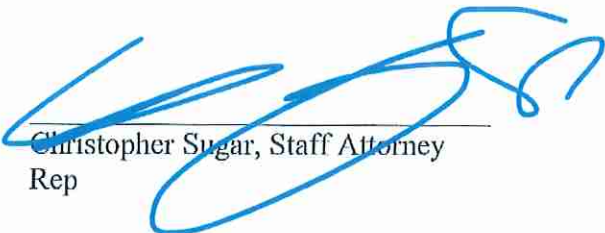
Steve Fields, CAO



Marianna McGuirk, Vice-President



Tina Ann Collins, Director of Personnel



Christopher Sugar, Staff Attorney
Rep

5/23/2023

Date

APPENDIX A-1

Public Works Local 1378, AFSCME, Council #4

Rate Schedule
Effective July 1, 2022 (3% Increase)

WAGES 7-1-22 Assumes a 3% increase							Average Hourly Rate Increment
GRADE	STEPS						
	1	2	3	4	5	6	
1	\$19.01	\$19.78	\$20.57	\$21.39	\$22.45	\$23.12	
2	\$19.68	\$20.47	\$21.30	\$22.15	\$23.04	\$23.96	
3	\$20.38	\$21.18	\$22.03	\$22.92	\$23.84	\$24.78	
4	\$21.04	\$21.90	\$22.76	\$23.69	\$24.63	\$25.61	
5	\$21.73	\$22.59	\$23.51	\$24.44	\$25.42	\$26.44	
6	\$22.41	\$23.30	\$24.24	\$25.21	\$26.21	\$27.04	
7	\$23.08	\$24.02	\$24.96	\$25.96	\$27.02	\$28.10	
8	\$23.76	\$24.73	\$25.72	\$26.73	\$27.80	\$28.91	
9	\$24.44	\$25.42	\$26.44	\$27.51	\$28.61	\$29.76	
10	\$25.13	\$26.11	\$27.17	\$28.25	\$29.39	\$30.56	
11	\$25.80	\$26.85	\$27.89	\$29.01	\$30.18	\$31.37	
12	\$26.49	\$27.54	\$28.65	\$29.80	\$30.99	\$32.22	
13	\$27.16	\$28.24	\$29.38	\$30.55	\$31.78	\$33.04	
14	\$27.83	\$28.95	\$30.11	\$31.31	\$32.56	\$33.88	
15	\$28.51	\$29.65	\$30.84	\$32.07	\$33.37	\$34.69	
16	\$29.21	\$30.37	\$31.58	\$32.85	\$34.14	\$35.52	
17	\$29.89	\$31.08	\$32.32	\$33.60	\$34.96	\$36.34	

CREW LEADER SCALE					
STEPS					
1	2	3	4	5	6
\$39.03	\$40.20	\$41.38	\$42.56	\$43.73	\$44.90

Red-Lined Custodian's Wage \$26.88

APPENDIX A-2

Public Works Local 1378, AFSCME, Council #4

Rate Schedule
Effective July 1, 2023 (3% Increase)

WAGES 7-1-23 Assumes a 3% increase							
GRADE	STEPS						Average Hourly Rate Increment
	1	2	3	4	5	6	
1	\$19.58	\$20.37	\$21.19	\$22.03	\$23.12	\$23.81	
2	\$20.27	\$21.08	\$21.94	\$22.81	\$23.73	\$24.68	
3	\$20.99	\$21.82	\$22.69	\$23.61	\$24.56	\$25.52	
4	\$21.67	\$22.56	\$23.44	\$24.40	\$25.37	\$26.38	
5	\$22.38	\$23.27	\$24.22	\$25.17	\$26.18	\$27.23	
6	\$23.08	\$24.00	\$24.97	\$25.97	\$27.00	\$27.85	
7	\$23.77	\$24.74	\$25.71	\$26.74	\$27.83	\$28.94	
8	\$24.47	\$25.47	\$26.49	\$27.53	\$28.63	\$29.78	
9	\$25.17	\$26.18	\$27.23	\$28.34	\$29.47	\$30.65	
10	\$25.88	\$26.89	\$27.99	\$29.10	\$30.27	\$31.48	
11	\$26.57	\$27.66	\$28.73	\$29.88	\$31.09	\$32.31	
12	\$27.28	\$28.37	\$29.51	\$30.69	\$31.92	\$33.19	
13	\$27.97	\$29.09	\$30.26	\$31.47	\$32.73	\$34.03	
14	\$28.66	\$29.82	\$31.01	\$32.25	\$33.54	\$34.90	
15	\$29.37	\$30.54	\$31.77	\$33.03	\$34.37	\$35.73	
16	\$30.09	\$31.28	\$32.53	\$33.84	\$35.16	\$36.59	
17	\$30.79	\$32.01	\$33.29	\$34.61	\$36.01	\$37.43	

CREW LEADER SCALE						
STEPS						
1	2	3	4	5	6	
\$40.20	\$41.41	\$42.62	\$43.84	\$45.04	\$46.25	

Red-Lined Custodian's Wage \$27.69

APPENDIX A-3

Public Works Local 1378, AFSCME, Council #4

Rate Schedule

Effective July 1, 2024 (3% Increase)

WAGES 7-1-24 Assumes a 3% increase							Average Hourly Rate Increment
GRADE	STEPS						
	1	2	3	4	5	6	
1	\$20.17	\$20.98	\$21.83	\$22.69	\$23.81	\$24.52	
2	\$20.88	\$21.71	\$22.56	\$23.49	\$24.44	\$25.42	
3	\$21.62	\$22.47	\$23.37	\$24.32	\$25.30	\$26.29	
4	\$22.32	\$23.24	\$24.14	\$25.13	\$26.13	\$27.17	
5	\$23.05	\$23.97	\$24.95	\$25.93	\$26.97	\$28.05	
6	\$23.77	\$24.72	\$25.72	\$26.75	\$27.81	\$28.69	
7	\$24.48	\$25.48	\$26.48	\$27.54	\$28.66	\$29.81	
8	\$25.20	\$26.23	\$27.28	\$28.36	\$29.49	\$30.67	
9	\$25.92	\$26.97	\$28.05	\$29.19	\$30.35	\$31.57	
10	\$26.66	\$27.70	\$28.83	\$29.97	\$31.18	\$32.42	
11	\$27.37	\$28.49	\$29.59	\$30.78	\$32.02	\$33.28	
12	\$28.10	\$29.22	\$30.40	\$31.61	\$32.88	\$34.19	
13	\$28.81	\$29.96	\$31.17	\$32.41	\$33.71	\$35.05	
14	\$29.52	\$30.71	\$31.94	\$33.22	\$34.55	\$35.95	
15	\$30.25	\$31.46	\$32.72	\$34.02	\$35.40	\$36.80	
16	\$30.99	\$32.22	\$33.51	\$34.86	\$36.21	\$37.69	
17	\$31.71	\$32.97	\$34.29	\$35.65	\$37.09	\$38.55	

CREW LEADER SCALE					
STEPS					
1	2	3	4	5	6
\$41.41	\$42.65	\$43.90	\$45.16	\$46.39	\$47.64

Red-Lined Custodian's Wage \$28.52

APPENDIX A-4

Public Works Local 1378, AFSCME, Council #4

Rate Schedule
Effective July 1, 2025 (2% Increase)

WAGES 7-1-25							
Assumes a 2% increase							
GRADE	STEPS						Average Hourly Rate Increment
	1	2	3	4	5	6	
1	\$20.57	\$21.40	\$22.27	\$23.14	\$24.29	\$25.01	
2	\$21.30	\$22.14	\$23.01	\$23.96	\$24.93	\$25.93	
3	\$22.05	\$22.92	\$23.84	\$24.81	\$25.80	\$26.82	
4	\$22.77	\$23.70	\$24.62	\$25.63	\$26.65	\$27.71	
5	\$23.51	\$24.45	\$25.45	\$26.45	\$27.51	\$28.61	
6	\$24.25	\$25.21	\$26.23	\$27.29	\$28.37	\$29.26	
7	\$24.97	\$25.99	\$27.01	\$28.09	\$29.23	\$30.41	
8	\$25.70	\$26.75	\$27.83	\$28.93	\$30.08	\$31.28	
9	\$26.44	\$27.51	\$28.61	\$29.77	\$30.96	\$32.20	
10	\$27.19	\$28.25	\$29.41	\$30.57	\$31.80	\$33.07	
11	\$27.92	\$29.06	\$30.18	\$31.40	\$32.66	\$33.95	
12	\$28.67	\$29.80	\$31.01	\$32.24	\$33.54	\$34.87	
13	\$29.39	\$30.56	\$31.79	\$33.06	\$34.38	\$35.75	
14	\$30.11	\$31.32	\$32.58	\$33.88	\$35.24	\$36.67	
15	\$30.86	\$32.09	\$33.37	\$34.70	\$36.11	\$37.54	
16	\$31.61	\$32.86	\$34.18	\$35.56	\$36.93	\$38.44	
17	\$32.34	\$33.63	\$34.98	\$36.36	\$37.83	\$39.32	

CREW LEADER SCALE						
STEPS						
1	2	3	4	5	6	
\$42.24	\$43.50	\$44.78	\$46.06	\$47.32	\$48.59	

<p>Red-Lined Custodian's Wage \$29.09</p>
