

**AGREEMENT**  
**BETWEEN**  
**CITY OF NEW HAVEN**  
**AND**  
**NEW HAVEN**  
**MANAGEMENT & PROFESSIONAL MANAGEMENT UNION,**  
**LOCAL 3144, COUNCIL 4, AFSCME, AFL-CIO**  
**JULY 1, 2010 - JUNE 30, 2015**

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## **Preamble**

The City of New Haven (hereinafter referred to as the “City”) and the New Haven Management and Professional Management Union, Council 4, AFSCME, AFL-CIO (hereinafter referred to as the “Management Union”) agree that the welfare of the City and its employees is dependent largely upon the service which the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City Management and the Supervisory employees represented by the Management Union to render honest, efficient and economical service to the public. The spirit of cooperation between the City and the role of Supervisory employees represented by the Management Union being essential to efficient operation and service, the parties will so conduct themselves to promote this spirit.

## **ARTICLE 1 - Recognition**

### **Section 1**

In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, the City recognizes the Management Union as the exclusive bargaining representative for all Supervisory and Professional employees for the purposes of Collective Bargaining with respect to wages, hours and other conditions of employment. The City recognizes the unit as that certified by the Connecticut State Board of Labor Relations (Decision No. 1827, dated November 8, 1979, and Recognition Agreement Case No. ME-5215 signed September 12, 1980) and including or excluding all Supervisory and Professional employees that the City and the Management Union mutually agree should be represented by this Bargaining Unit or excluded from this Bargaining Unit. Excluded from this Bargaining Unit are Uniformed and Investigatory employees of the Fire and Police Departments, Elected Officials, Department Heads, Confidential employees, Probationary employees, Temporary employees, Seasonal and Part Time employees and those titles set forth and attached as exclusions in Appendix VI. All Supervisory and Professional employees who are not specifically excluded by the language in this Section shall be considered as part of the Bargaining Unit.

### **Section 2**

Parties to this Agreement stipulate and agree that the Bargaining Unit as set forth in Section 1 above shall be the only recognized Unit and that this Agreement is negotiated under and, where applicable, governed by the Municipal Employees Relations Act of the State of Connecticut.

## **ARTICLE 2 - Management Rights**

### **Section 1**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the City has and will continue to retain, whether exercised, all of the rights, powers and authorities heretofore had by it; and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the City and direction of the workforce, including, but not limited to, the following:

- (a) To establish or continue policies, practices and procedures for the conduct of City activities, concerns and affairs and from time to time, to change or abolish such policies, practices or procedures;
- (b) To limit, curtail or discontinue processes or operations or to discontinue their performance by employees;
- (c) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- (d) To insure the incidental duties connected with job responsibilities, whether enumerated in job descriptions or not, shall be performed by employees;
- (e) To create and revise job descriptions as deemed necessary, provided that changes in job classification shall not be made without allowing input from the Union;
- (f) To prepare budgets and in its sole discretion, expend monies, appropriated by the legislature or derived from other sources for the operation of the City.

All of the rights as indicated in this Section 1 shall be subject to the Municipal Employee Relations Act (MERA).

## Section 2

To establish contracts or sub-contracts for municipal operations provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. During the term of this Agreement, there shall be no subcontracting of work normally performed by Bargaining Unit employees, without the consent of the Union.

## Section 3

The City shall maintain the right to subcontract Local 3144 work in the Department of Parks, Recreation and Trees, so long as:

- a. The City maintains at least two (2) full time Recreation Program Supervisor positions in the Department;
- b. In the event of a vacancy in a Recreation Program Supervisor position, the Union agrees that the City will have a reasonable amount of time to fill said position before the Union will file a subcontracting complaint. "Reasonable time" shall be determined by taking into account the amount of time needed, if necessary, to develop, advertise, administer, score, and rank a civil service examination. If a valid civil service list exists, "reasonable time" shall mean the amount of time necessary to interview and select eligible candidates, but in no case more than six (6) months.

## Section 4

The City/Board of Education shall maintain the right to subcontract Local 3144 work associated with the custodial and maintenance functions of the Board of Education, which shall include but shall not be limited to, the direct supervision of custodial employees.

## Section 5

Prior to any future subcontracting in the Department of Transportation, Traffic & Parking, the Director of Transportation, Traffic & Parking shall notify the Office of Labor Relations of any potential subcontracting issues. The City agrees to meet with the Union, if the Union requests, in six months to review such subcontracting contracts entered into with the Department of Transportation, Traffic & Parking.

The position of Superintendent of Police Vehicles may be filled, at the City's sole discretion, with bargaining unit or non-bargaining unit employees.

## Section 6

The City maintains the right to subcontract the work of the Loan Programs in the Department of Livable City Initiative and may continue to supplement its tax collection efforts with outside contractors. The City shall not engage in any layoffs in the Tax Office as a result of any tax collection work that is supplemented by outside contractors.

## Section 7

The City of New Haven and the New Haven Board of Education shall continue to utilize an outside management entity to perform the day to day planning, development, assignment and supervision of all data processing/information services within the Data Processing Center of the Board of Education; and for all other work normally performed by any member of the Local 3144 bargaining unit relative to the managerial operations of the Data Processing Center within the Board of Education.

## Section 8

The parties agree to allow Police Officers designated by the Department of Police Services as School Resource Officers to be assigned to individual schools within the New Haven Board of Education in order to enhance both student safety and the quality of life within these schools. These School Resource Officers will work in concert with the Local 3144 School Security Workers already assigned to the individual schools which are involved to contribute to the student's safe learning environment and his/her ability to successfully progress into post-school endeavors.

The parties agree that the work of the School Resource Officers shall continue to be designated as a supplement to, and not an infringement upon, the Local 3144 bargaining unit work of the School Security Workers in the individual schools affected. To this extent, the City of New Haven agrees that no layoff of the School Security Worker(s) assigned to a school in which a School Resource Officer(s) is also assigned shall occur as a result of such assignment.

## **ARTICLE 3 - Union Security And Dues Deduction**

### Section 1

Effective within thirty (30) days of the signing of this Agreement, all present Bargaining Unit employees shall either become members of the Union or shall arrange to pay the Union a monthly service fee in lieu of Union dues, as a condition of employment.

## Section 2

Upon the completion of the probationary period but not to exceed ninety (90) working days from date of hire, all new employees shall either join the Union or pay a monthly service fee as a condition of employment. Said service fee shall be determined by the Union and shall represent the employee's fair share of the cost of administering and negotiating a Collective Bargaining Agreement. However, in no event shall the monthly service fee be greater than the monthly dues for Union members. All employees shall be given a letter explaining this Section at time of hire and sign dues authorization at that time if they wish to have dues or the service fee deducted rather than paying them directly. The parties agree that this provision cannot be enforced until ninety (90) working days from date of hire.

(A) The Union shall be notified within five (5) business days when the probationary period for each employee has been completed. The Union shall be notified within five (5) business days of all new hires into Bargaining Unit classifications.

## Section 3

The City agrees to deduct Management Union dues or service fees from the pay of employees who give written authorization to the City Controller's Office for such deductions and to transmit the dues collected to the authorized Management Union Official designated in writing to the Controller of the City of New Haven by the President or Treasurer of the Management Union so long as this authorization is validly in effect and is not revoked by the employee.

## Section 4

Deductions will be made once monthly. If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him/her for the month, no deductions will be made from that employee for that month. The Management Union will arrange collection of dues for service fees for that month directly with the employee.

## Section 5

When an employee does not have sufficient money due him, after deductions have been made for pension, social security, garnishments, or any other deductions authorized by the employee or required by law, Management Union dues or service fees for that month will be collected by the Management Union directly from the employee.

## Section 6

The Management Union agrees to save the City harmless from any action arising out of this Article and commenced by an employee against the City and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Management Union Official.

## **ARTICLE 4 - Definitions**

Wherever the following terms appear throughout this Agreement the following definitions of those terms shall apply:

(A) "Permanent, Full Time Supervisory Professional Employee" = An employee appointed to a General Fund position scheduled to work at least 35 hours per week.

- (B) "Continuous Employment" = Service unbroken by resignation, retirement or termination.
- (C) "Vacation Year" = January 1 through December 31.
- (D) "Regular Work Week" = Five consecutive days (of seven, seven and one-half or eight hours per day) of work.
- (E) "Regular Part Time" = Any employee who was hired to work between 20 and 35 hours per week. Such employees are covered by the terms of this Agreement.
- (F) "Part Time Employees" = Any employee not regularly scheduled to work at least 20 hours per week.
- (G) "Temporary Employees" = Employees hired on a daily, weekly or monthly basis, excluding employees given a 90 day temporary appointment pending Civil Service examination.
- (H) "Seasonal Employees" = Employees only hired at a particular time of the year for a limited period of time.
- (I) "Contractual Employees" = Employees hired pursuant to a specific employment contract related to a particular project for a specified period of time.
- (J) "Special Fund Employees" = An employee whose salary is not paid out of the General Fund of the City of New Haven.
- (K) "Probationary Period" = Each employee covered by this Agreement shall be subject to an initial probationary period of 90 working days.

(1) The probationary period is part of the examination process for classified employees. Unclassified employees are likewise subject to evaluation during probationary period.

An employee may be terminated at any time during the initial probationary period. Such discharge is without right of appeal through the grievance process outlined in Article 22. Employees so terminated should be notified in writing and advised of the reason for the termination.

(2) Time spent in a temporary appointment shall not be credited toward the required 90 day probationary period necessary for permanent appointment.

(3) Employees who are promoted and fail the probationary period for the promoted position shall be returned to their former position at the same range and step and corresponding salary that they were making prior to the promotion.

**ARTICLE 5 - Hours Of Work**

Section 1

Number of Hours and Work Week

The usual number of hours in the work week shall be thirty five (35) between Monday and Friday inclusive, except those employees and Departments working different hours and days as specified in Section 4 below.

Section 2

(A) Alterations

The usual hours of work will not be altered by the City except when the operational needs of the Department warrant a temporary change in the usual hours of work. Whenever the operational need of the Department warrant such a change, the Department Head shall notify the employees affected and the Union in writing at least two (2) weeks prior to implementing such a change. Any such change will be temporary in nature and not exceed a period of six (6) weeks.

The City maintains the right to change the hours of work and/or work week without advance notice when the Mayor declares that an emergency exists due to a snowstorm, hurricane or other natural disaster.

(B) Flex Time

(I) In addition to the above provisions, but not as an alternative to such provisions, the City of New Haven, if it decides to do so, may offer a flexible work schedule to all bargaining unit members. Employees shall only work such flexible hours on a volunteer basis. Flexible evening hours to be worked shall be no later than 9:00 p.m. and the flexible work schedule shall be within the City pay period of Sunday through Saturday.

(II) Any employee or City Department may request a flexible work schedule and such schedule may be implemented if it fits the needs of the City and there is mutual agreement between the employee and his/her Department Head. Flexible work schedules may be established within the confines of the work day or work week. Such schedule shall be subject to an annual review with either the employee or the City reserving the right to cancel the agreement. The union shall be notified of any actions taken under this Article 5, Section 2(B) (II).

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

(IV) Any disputes shall be submitted to a mutually agreed upon Mediator of the State Board of Mediation and Arbitration in lieu of step 3 of the grievance procedure. If the parties are unable to agree on the Mediator, the State Board shall appoint such a Mediator. The Mediator shall resolve the dispute(s) and his/her decision shall be binding on the parties.

(V) Employees who volunteer for a flexible work schedule must be able to provide the necessary services to the public as determined by the Department Head.



### Section 3

#### Work Schedule

The work schedule for employees will generally be within 7:00 a.m. and 6:00 p.m. with one (1) hour for lunch except that Supervisors performing field (non-office) duties in the Department of Public Works and employees in the Department of Parks, Recreation & Trees, may be assigned an earlier starting time than 7:00 a.m. or ending time later than 6:00 p.m.

Each Department Head shall post the normal work day and work week for the employees within his/her Department. The hours and schedules set forth in this Article 5 shall remain in effect unless altered by the method described in Section 2 above or unless altered by mutual agreement by the parties.

### Section 4

Exceptions to the above will be as follows:

(A) The work schedule for a regular forty (40) hour work week including Saturdays and/or Sundays, evenings and nights shall apply to the following titles:

- Superintendent of Parks
- Park Supervisor
- Assistant Superintendent of Parks
- Recreational Facility Manager
- Assistant Recreational Facility Manager
- Ranger
- Park Facility Manager
- Superintendent of Trees
- Recreation Program Supervisor
- Coordinator of Community Recreation
- Coordinator of Nature Centers
- Community Recreation Supervisor
- Chief Ranger
- Shop Foreperson

(B) The work schedule for regular thirty seven and one-half (37 ½) hour work week employees shall be between Monday and Saturdays, including evenings between the hours of 7:30 a.m. and 9:00 p.m., with one (1) hour for a meal.

The following titles are subject to the above:

- Librarian I
- Librarian II
- Librarian III
- Librarian IV
- Librarian V
- Supervising Librarian
- Division Head
- Circulation Supervisor
- Chief Clerk – Library

(C) The work week for the Deputy Director Public Safety Communications – Dispatch Center shall be thirty-five (35) hours with 5-2 work schedules and 8 hour shifts assigned at the discretion of the Department Head between Sunday and Saturday. Each shift shall include a one hour lunch break.

(D) The work schedule for Supervisory and Professional employees in the Public Works Department shall continue to be forty (40) hours per week. Such schedules to coincide with the operational needs of the Department.

(E) Supervisory and Professional employees in the Engineering Department shall work a thirty five (35) hour work week. Such hours shall be scheduled by the City Engineer.

(F) Those permanent employees whose regular number of hours are greater than twenty (20) per week but less than thirty five (35) shall continue to have their hours of work and work week scheduled by mutual agreement.

(G) Second shift for the following positions shall be Tuesday through Saturday, from 1 pm to 9 pm:

- Recreation Supervisor in the Department of Parks, Recreation & Trees (during school session only); and
- Parking Enforcement Field Supervisor in the Department of Transportation, Traffic & Parking.

(H) Employees working in the following City Hall offices may be required to work until 7:30 on Tuesday evenings: Tax Assessors, Tax Collectors, Vital Statistics, Office of City Residents. At the discretion of the City, an employee's hours may be altered by either shifting the work hours (flex hours) or by offering overtime to the affected employees, pursuant to Article 6 herein. When the City chooses to shift the hours of work, the affected employee(s) will be given the choice of hours/days that the employee would prefer to use such flex time. All flex time must be used in the week in which the employee is asked to work.

(I) Custodial Supervisors shall work the following shifts: 7 am – 3 pm and 3 pm – 11 pm [These shifts are consistent with hours worked by Local 287 and 32BJ].

## **ARTICLE 6 - Overtime**

### **Section 1**

It is understood that employees in this Bargaining Unit whose positions are classified as Range 8 and above in the salary structure are designated as "Exempt" salaried employees.

### **Section 2**

Overtime for purposes of this Article is defined as all hours actually worked in excess of 40 in the employee's regular work week or any hours worked on an employee's sixth or seventh day of the work week whether or not an employee has worked 40 hours, or any hours worked in excess of eight (8) hours in any day.

### Section 3

When a Department requires the service of an employee beyond the fortieth hour in the employee's regular work week, compensation shall be as follows:

(1) Employees in Range 7 and below shall be compensated at the rate of time and one-half the regular hourly rate of pay for all hours actually worked in excess of forty (40).

(A) Overtime pay under this provision must be authorized in advance by the Department Head or his/her designee. Any overtime taken but not so authorized shall be subject to progressive discipline. Such discipline may be subject to the grievance procedure set forth in Article 22.

(2) Employees in Range 8 shall receive compensatory time off at the rate of time and one-half for all hours actually worked in excess of forty (40) hours in the regular work week. Employees in Range 9 and above shall not be eligible for compensatory time off pursuant to this provision.

(A) Employees shall not be permitted to accrue more than 200 hours of compensatory time under this provision.

(B) All compensatory time must be liquidated within one year from the date it is earned.

(C) Under no circumstances shall cash payment be made for compensatory time upon separation of service except that a maximum of 40 hours of pay is allowed if earned in the last year of employment and has not been used. An employee who is laid off shall receive a cash payment for compensatory time upon separation of service up to a total of 200 hours.

(D) All compensatory time must be authorized in advance by the Department Head or his/her designee, otherwise it will not be recognized by the City.

### Section 4

Employees whose regularly scheduled work day is less than eight (8) hours shall receive straight time pay for any time worked in excess of their regularly scheduled workday up to the eighth hour.

Employees in Range 8 and below who are called back to work four (4) or more hours prior to their regularly scheduled starting time shall receive a minimum guarantee of three (3) hours pay at time and one half their regular hourly rate. If an employee is required to and reports for work less than four (4) hours prior to his regularly scheduled starting time, he shall be paid at time and one-half his regular hourly rate for all hours worked up to his regular starting time.

## **ARTICLE 7 - Vacation**

### Section 1

All members\* of the Bargaining Unit shall be covered by the following vacation schedule:

- (1) One year or more of continuous service = two (2) weeks vacation per year;
- (2) Five years or more of continuous service = three (3) weeks vacation per year; and

(3) Twenty years of more of continuous service = four (4) weeks vacation per year.

\*The parties mutually agree that ten (10) month employees who work for either the Board of Education or the City of New Haven do not receive the vacation benefits of this Article.

Employees who, upon ratification of this Agreement by the Board of Aldermen: (i) had one or more years of service and were receiving 3 weeks of vacation, shall continue to be eligible for three weeks of vacation; (ii) had between five and twenty years of service and were receiving four weeks vacation, shall continue to be eligible for four weeks of vacation; and (iii) had twenty or more years of service and were receiving five weeks of vacation, shall continue to be eligible for five weeks of vacation.

## Section 2

No employee shall be permitted to have more than forty (40) days vacation to his/her credit at any time. Should an employee retire or resign they would only be paid for a maximum of 40 days.

## Section 3

### Prior Service

(A) Employees who have prior years of service with agencies not funded out of the General Fund but which would otherwise be considered regular City agencies and who become General Funded employees without any break in service shall be given credit for prior years of continuous service for purposes of the rate of vacation entitlement. Any vacation earned with such agencies must be utilized before the changeover to regular City employment. Employees being promoted to Bargaining Unit positions shall likewise be credited with continuous employment.

## Section 4

### Utilization

(A) All vacations are to be authorized and approved in advance by the Department Head. The minimum unit in which vacation may be utilized is one day.

(B) Advances of vacation, not to exceed ten (10) days, may be approved for permanent employees in the discretion of the Department Head. In the event of separation of service, an adjustment shall be made in favor of the City, and the employee shall be liable for repayment of any remaining balance due.

(C) Vacation shall normally be utilized within the vacation year in which it is earned.

(D) When conflicts arise in selection of vacation time, the senior employee will be given preference whenever practicable depending upon the operational needs of the Department.

## Section 5

### Payment Upon Separation of Service

Employees who retire or otherwise leave the employ of the City in good standing shall be paid for their vacation time not used. However, no payment in excess of 40 days shall be made.

**ARTICLE 7A - Attendance**

Any employee who will be absent from work shall notify his/her supervisor as soon as possible before the start of his/her shift (in no event less than 60 minutes prior to the scheduled shift start, absent exigent circumstances). Such notification must be given by phone, personally and directly, to the supervisor or designee. Failure to provide said notice will result in an unexcused absence.

Disciplinary action will begin after two (2) unexcused absences within one fiscal year (July 1 to June 30). Days in which sick or vacation time is used or in which the absence is approved by management shall not be considered an unexcused absence for purposes of this policy. Absences of five (5) consecutive work days without notification to the supervisor (by the employee or employee's immediate family) shall be considered as a voluntary quit except in cases where it is proven the employee was legitimately unable to provide notice.

Discipline shall be as follows:

Third Unexcused Absence: Oral Warning

Fourth Unexcused Absence: Written Warning

Fifth Unexcused Absence: 3 Day Suspension

Sixth Unexcused Absence: Termination

Nothing in this Article 7A shall affect any grievance rights set forth in Article 22, provided however that any grievances regarding this Article shall be limited to alleged violations of the Article, and not to the implementation of the Article itself.

**ARTICLE 8 - Sick Leave**

**Section 1**

All employees hired into Bargaining Unit positions before December 10, 1998 shall be governed by Article 8, Sick Leave. Any employee who is hired or promoted into a Bargaining Unit position on or after December 10, 1998 shall be governed by Article 8A, Sick Leave, unless he/she was governed by an accumulation sick leave provision in a City position he/she held immediately before the promotion.

**Section 2**

**Allowance**

Employees covered by this Agreement shall earn and accrue sick leave at the rate of one and one-quarter (1-1/4) days per month of service. Credit for a full month will be given in any month an employee actually works or is on approved leave with pay for at least ten (10) working days.

**Section 3**

**Utilization**

(A) Payment for sick leave shall be authorized and approved by the Department Head. Sick leave payment may only be used for employee illness or injury or for medical or dental examinations or treatment for which arrangements cannot be made outside of working hours.

(B) Sick leave may also be utilized for illness or injury to an employee's immediate family not to exceed ten (10) days per Contract year.

(C) A medical certificate, acceptable to the Department Head, may be required:

(1) For frequent or habitual absence from duty or when, in the judgment of the Department Head, there is reasonable cause for requiring such certificate;

(2) For any period of absence consisting of more than three consecutive working days.

#### Section 4

##### Accumulation

(A) Each employee shall be permitted to accrue sick leave to a maximum of 150 days.

(B) A Special Funded employee in a regular City Agency and who becomes a General Fund employee without any break in service will be permitted to be credited with accumulated sick leave up to the maximum allowed by this policy. This provision shall also apply to individuals promoted to Bargaining Unit positions.

(C) Employees who are involuntarily laid off, and who have a minimum of 30 days accrued at the time of separation, shall be paid 50% of the total accumulated days.

(D) Employees hired into the General Fund on or before December 10, 1998 who retire in accordance with the provisions of the City Employees Retirement Plan shall be paid for all sick leave accumulated to a maximum of 150 days, at the rate of pay in effect at the time of retirement. Employees hired on or before December 10, 1998 who retire who are not in the City Employees Retirement Plan shall also be eligible to receive such payment if they are at least sixty five (65) years old or would have been eligible had they been members of the Retirement Plan.

#### Section 5

##### Advance of Sick Leave

A maximum of fifteen (15) days of sick leave may be advanced to an employee at any given time in the discretion of the Department Head. In the event of separation of service, an adjustment shall be made in favor of the City of New Haven for the advanced sick leave granted.

#### Section 6

Sick leave may be donated to fellow employees if authorized by the Union President and the Director of Labor Relations. Said approvals shall be reduced to writing without precedent and handled on a case-to-case basis.

## Section 7

Effective June 1, 1988, employees who work six (6) months without utilizing a sick day shall receive a seventy five (\$75.00) lump sum payment in a separate check not credited for pension purposes. The six (6) month periods shall be calculated from June 1 through November 30 and December 1 through May 31 of each Contract year. Payment shall be made no later than the third paycheck in December and June respectively for the preceding six (6) months.

## **ARTICLE 8A - Occasional Sick Leave And Short Term Disability**

### Section 1

All employees hired into Bargaining Unit positions on or after December 10, 1998 shall be governed by Article 8A, Occasional Sick Leave and Short Term Disability. Any employee who is promoted into a Bargaining Unit position on or after December 10, 1998 and who was governed by an occasional sick leave and short term disability policy in the position he/she held immediately before the promotion shall be governed by Article 8A, Occasional Sick Leave and Short Term Disability.

### Section 2

Employees who have completed their probationary period shall be covered by a short term disability policy as described herein. In addition, employees shall be allowed seven (7) paid sick days per year.

### Section 3

#### INCOME PROTECTION PLAN

##### A. Purpose

Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or illness, and is therefore prevented from performing the duties of his or her occupation for a period in excess of seven (7) consecutive calendar days.

##### B. Eligibility

To be eligible for disability benefits, an individual must be a full time employee and must present medical documentation substantiating the disability.

##### C. Short Term Disability

1. Short term disability shall apply to any extended absence for sickness or non-job related injury of more than seven (7) consecutive calendar days.

2. After the seventh (7th) day of absence and for a maximum duration thereafter of twenty-six (26) weeks, weekly benefits will be paid in the net amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.

3. For all periods of any short term disability, the employee shall be considered to be an active employee and entitled to any and all benefits provided by the collective bargaining agreement between the City and the Union.

## **ARTICLE 9 - Holidays**

### **Section 1**

Eligible employees shall receive twelve (12) paid holidays. The eleven (11) holidays which will be celebrated on the dates prescribed by law are New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, employees shall receive one (1) floater holiday for use at the employee's discretion.

If the floater holiday is not used by July 31 of the calendar year, the employee shall on August 1 select the floater holiday for use in the remainder of that calendar year. Seniority by rotation shall prevail in any areas of conflict.

### **Section 2**

The normal method of compensation for holidays shall be to receive the day off with pay. If the operational requirements of a Department are such that an employee is required to work on the day of the holiday, a day off shall be scheduled within 20 working days of the date of the holiday. Employees who work in seven (7) day operations where compensatory time is not feasible shall be paid time and one-half for all hours worked on a holiday plus the holiday pay in lieu of the compensatory time off identified above.

In order for an employee to be eligible to receive holiday pay, he/she must be on the payroll for that week in which a holiday occurs.

### **Section 3**

Employees, regardless of range, who are required by their Department Head to work on the actual holiday due to the nature of their work shall be paid time and one-half their regular rate of pay for all hours worked plus the holiday pay for that day. Said employees shall be paid for a minimum of four (4) hours worked at time and one-half their regular rate of pay. Said employees shall not be eligible for a day off to be scheduled within 20 working days as specified in Section 2 above.

## **ARTICLE 10 - Workers Compensation**

### **Section 1**

In the event an employee covered by this plan is injured in the course of employment and is receiving Workers Compensation, commencing after the tenth work day missed he/she shall receive the difference between the Workers Compensation pay and his/her regular weekly salary for a maximum of ten (10) weeks, per injury, including any recurrence of the original injury, provided that in no event shall the amount received under this Article 10, Section 1 exceed the employee's actual regular weekly salary.

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



The City maintains the prerogative to implement a preferred provider program in accordance with the Connecticut General Statutes.

## Section 2

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

## Section 3

The City agrees to hold the Management Union, Council 4, AFSCME, AFL-CIO harmless with respect to any liability on the employee's part as set forth above.

# **ARTICLE 11 - Leave Of Absence**

## Leave Without Pay

### (A) Family and Medical Leave

Any employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. Sec. 2601. *et seq.* shall be granted up to the statutory allotted weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any accumulated paid sick leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA; however, employees have the option to use or not use accumulated vacation days as part of the FMLA leave. Paid leave time used as part of the FMLA leave shall be included in (and shall not be in addition to) the aforementioned statutory period of allowable FMLA leave. A medical certificate acceptable to the City shall be required for FMLA leave situations.

(B) While on paid FMLA leave only, employees shall continue to accumulate sick leave days. Employees on any leave without pay (including unpaid FMLA leave) shall not continue to accumulate sick leave or vacation credits.

(C) Employees on a leave of absence without pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Department of Human Resources or the insurance coverage will be terminated. However, employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. Provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

(D) When an employee returns from an approved leave of absence, their medical insurance shall be reinstated and the City shall pick up coverage on the first day of the first full calendar month after they return.

## Section 2

### Leave With Pay

Leave of absence with pay may only be granted upon approval of the Labor Relations Director under extraordinary circumstances. Any request for such leave must be initiated, in writing, with accompanying letters from the Department Head and the Management Union President or his/her designee, stating in detail the circumstances associated with the request and the reasons why the employee feels the request should be granted.

## Section 3

### Bereavement Leave

(A) When there is a death in an employee's immediate family, the employee may be absent from work to attend the funeral/memorial service for not more than five (5) consecutive calendar days. If any of the days are regularly scheduled workdays, the employee shall receive normal pay, notwithstanding the absence from work. Any days taken for this purpose which are in addition to five (5) days authorized leave shall be considered as leave without pay. Vacation and personal days may be used for the additional days.

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

(i) Immediate family shall include spouse, parent, grandparent, mother-in-law, father-in-law, child, grandchild, brother, sister, or other person who is an actual member of the employee's household.

(B) In addition to the provision provided for above, employees may attend funerals for close relatives related by blood or marriage. When the funeral is held within the New Haven area, one (1) day's leave will be granted; when the funeral is held away from the New Haven area, a distance greater than fifty miles from New Haven, two (2) days leave will be granted.

(C) If the question arises, the employee may be required by the Department Head to submit some proof of death and/or relationship to the employee.

## Section 4

### Jury Duty Leave

(A) Employees summoned for Jury Duty will receive the difference between their regular pay and the compensation received from the State while on required Jury assignment.

(i) Notification of Jury Duty leave must be made in writing to the Department Head with a copy to the Controller's Office.

## ARTICLE 12 - Health Insurance

### Section 1

A. The City shall offer all employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of the following four medical care programs known as:

1. Lumenos High Deductible/HSA eligible plan (“HDHP”)
2. Century Preferred Comp/Mix plan (“Comp/Mix”)
3. BlueCare POE (“POE”)
4. Century Preferred PPO (“PPO”)

Prescription coverage for the Comp/Mix, POE, and PPO programs shall be as stated on the attached Medical Benefits Matrix (Appendix VIII). Prescription coverage for the high deductible/HSA plan is contained within the plan description.

The Department of Human Resources maintains all governing plan documents and applicable riders.

B. Each year, at a schedule established by the City, the City may hold a required re-enrollment for all bargaining unit members and their eligible dependents. At this time all members will be required to re-enroll in their choice of the City’s offered medical benefit plans pursuant to the regulations prescribed by the Human Resources Department. Any individual not participating in this re-enrollment will not be eligible for continuation of medical benefits. During the course of this Agreement, the City may require continuing proof of spouse and/or dependent eligibility. New employees shall not be eligible for medical benefits until such time as they provide documentation acceptable to the Human Resources Department. Subsequent to re-enrollment or enrollment, any changes in dependent or spouse status, or qualifying event changes made pursuant to Appendix X must be communicated to the Human Resources Department immediately upon such change taking place. Information contained in Appendix X regarding qualifying events is in compliance with and pursuant to federal law. Should there be any change in federal law that results in a conflict with the terms outlined herein, the law shall prevail. The City reserves the right to recoup claims that are improperly paid.

### Section 2

Additionally, the City shall make available to eligible employees, as defined above, a Full Service Dental Plan for employees and all eligible dependents including the unmarried dependents children rider ages 19-26 and Dental Riders A (Additional Basic Benefits), B (Prothonontic), C (Periodontics), and D (Orthodontics).

### Section 3

Vision Care Rider shall be offered to all eligible employees and eligible dependents covered by one of the above-referenced medical plans regardless of the medical benefit plan chosen.

Section 4

Employees must contribute a percentage of the cost of his/her health and dental premiums based on the equivalent fully underwritten rates in effect at the time. Such data shall be shared with the Union when prepared and available. These contributions shall be made through weekly payroll deductions as follows:

Year	Lumenos	Comp Mix	Blue Care POE	Century Preferred PPO
Upon Open Enrollment	10%	14%	18%	20%
July 1, 2013 to June 30, 2014	11%	15.5%	19.5%	21.5%
July 1, 2014 to June 30, 2015	12%	17%	21%	23%

Employees who elect the dental benefits mentioned in Section 2 of this Article shall be responsible for paying fifteen percent (15%) of the cost, based on the Fully Insured Equivalent rate, of the single, couple, or family plan selected.

Section 5

The City shall implement and maintain a Section 125 pre-tax deduction in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make a claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

Section 6

New employees shall not be eligible for medical benefits until the first day of the month coincident with or next following the successful completion of their probationary period.

Section 7 – Retiree Medical Benefits

The City shall provide the following medical insurance coverage for retirees:

(A) The City shall continue to provide and pay for the medical insurance as provided for all eligible employees scheduled to work twenty (20) hours per week or more under one of four medical care programs known the Lumenos High Deductible Plan, the Comp Mix Plan, Bluecare POE, and Century Preferred PPO, for all employees who retire on or after the ratification date of this Agreement and who meet the criteria set forth herein:

- (1) Twenty-five (25) years of service or meets the criteria to retire under the Rule of 80.
- (2) Twenty (20) years of service and retire with a service-connected disability.

(3) Fifteen (15) years of service and retire on a disability pension and meet the total and permanent requirement of Social Security

In addition, for employees with more than ten (10) years of service as of July 1, 2010, such medical insurance shall be provided for the employee's spouse. In addition, such eligible spouses of employees who are still working but meet the above criteria and die while still an employee will be covered under this provision until such time as the employee would have reached age sixty-five (65). Further, such eligible spouses of retirees who are retired and meet the above criteria and die prior to age sixty-five (65) shall continue to be covered until such time as the retiree would have reached age sixty-five (65).

(B) Employees who retire on or after the effective date of this Agreement shall make a monetary contribution for a portion of the medical insurance premiums. Employees with ten or more years of service as of July 1, 2010 shall have their cost share percentages frozen at the time of their retirement. Employees with less than ten (10) years of service as of July 1, 2010 shall pay cost shares in an equal amount as called for with active employees. Provided the required contribution is made, said coverage shall continue until the retiree reaches age sixty-five. In addition, such retirees shall be required to re-enroll (either in person or by mail) during open enrollment period, including after the execution of each new successor contract, along with the active members of Local 3144. Such retirees shall be entitled to choose among the medical insurance plan options offered to active members, at the same rate paid by such active employees. Effective upon issuance of the award in Case No. 2011-MBA-27, with respect to employees with ten or more years of service as of July 1, 2010, such retirees shall be entitled to choose among the medical insurance plan options offered to active employees.

(C) For retirees who satisfy the above criteria (and their spouses, provided that the employee has more than ten (10) years of service as of July 1, 2010) and who reach the age of 65, the City shall pay for coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 70, subject to the employee cost share provided below. If retiree dies prior to age 70 then his/her eligible spouse will continue to be covered by Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree would have reached age 70 as if he/she lived. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all age appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City. The retiree shall be responsible for paying the same premium cost sharing for the Medicare Supplemental Plan C as he/she was paying for the chosen medical plan coverage prior to turning age sixty-five.

(D) Retirees who have twenty-five (25) years of City service and who are not eligible for social security or Medicare at the age of 65 may maintain group health insurance until the age of seventy (70) pursuant to the following conditions: (i) they shall make a monetary contribution for a portion of the medical insurance premiums in an equal amount as called for with active employees; and (ii) they shall be required to re-enroll during open enrollment period, including after the execution of each new successor contract, along with the active members of Local 3144. Such retirees shall be entitled to choose among the medical insurance plan options offered to active members, at the same rate paid by such active employees. Effective upon the arbitration award, Case No. 2011-MBA-0027, becoming final and binding, employees who retire in accordance with the aforementioned criteria shall have their cost-share percentages frozen at the time of their retirement.

(E) The insurance benefits listed in (A) above shall apply to all retirees whether or not they are in the pension plan.

## Section 9

The City may change insurance carriers; however, the benefits enjoyed under the current programs shall remain substantially equivalent as a whole. The Union will be notified prior to any change and if the Union wishes, the City will fully discuss any changes with them prior to their implementation. If a change of carriers is made, the amount that an employee is contributing for coverage in the program shall not be changed for the duration of this Agreement.

## Section 10

### Life Insurance

(A) In accordance with carrier's policy, a twenty thousand dollar (\$20,000) term life insurance policy is provided and paid for by the City for each employee.

(1) In addition to the above, employees may purchase additional life insurance and pay for same by way of monthly payroll deductions. Such insurance may be purchased in an amount equal to two or three times the employee's salary, not to exceed \$100,000.

The present cost of such insurance to the employee is twenty-five cents (\$.25) per month per thousand dollars of coverage. This rate is subject to change.

## Section 11

### Long-Term Disability

Employees may purchase a long term disability policy and pay for same by way of monthly payroll deduction. Such insurance may be purchased in an amount equal to 2/3 of the employee's salary with a 120 day exclusion and benefits to age 65.

Selection of carrier and additional terms of the policy shall be subject to Union approval.

## Section 12

In the event there is a change in Connecticut Law which has the effect of divesting health care benefits from employees in same sex marriages, the parties agree to meet to discuss a resolution of the issue.

## **ARTICLE 13 - Longevity Plan**

### Section 1

Longevity payments will be made in a lump sum during the month of January for the preceding calendar year for employees hired on or before May 5, 2008 in accordance with the following:

(A) Employees with at least six, but less than ten, years of continuous service shall receive an amount equal to one percent of his/her basic annual salary for the preceding year.

(B) Employees with at least ten, but less than 20 years of continuous service shall receive an amount equal to three percent of his/her basic annual salary for the preceding calendar year.

(C) Employees with 20 years or more of continuous service shall receive an amount equal to four percent of his/her basic annual salary for the preceding calendar year.

Employees hired after May 5, 2008 shall not be entitled to longevity payments.

### Section 2

A pro-rata lump sum longevity payment will be made to employees who are laid off or retire pursuant to the terms of the City Employees Retirement Fund. In the event of the death of an employee who would have been entitled to longevity, the pro-rata payment shall be made to the employee's estate. Payment shall be made for that portion of the calendar year which the employee worked prior to retirement, death, or layoff.

(A) An employee who is discharged shall not be eligible for longevity.

(B) Employees who are on Workers Compensation are eligible to receive longevity pay provided they remain employees of the City of New Haven.

### Section 3

For purposes of computing the entitlement to longevity, credit may be given for not more than one prior period of continuous service, at the discretion of the Labor Relations Director.

### Section 4

A Special Fund employee in a regular City agency who becomes a General Fund employee without any break in service, will be given credit for prior years of service for purposes of longevity entitlement.

## **ARTICLE 14 - Travel And Reimbursement**

### Section 1

In any case where travel is required in order to provide an approved City service, at the Department Head's sole discretion, the employee shall be either furnished with a Municipal vehicle or reimbursed for the use of their personal vehicle in accordance with the provisions of this Article.

### Section 2

Any job-related travel by an employee shall be performed by either public transportation, or City-owned or leased vehicle, or by personal car covered by insurance which names the City as an additional named insured. Such certificate shall contain a provision that the City shall be notified upon policy termination.

### Section 3

Employees in a position requiring local travel as part of the job assignment shall be prepared to use a personal car for such travel and will receive a mileage reimbursement as necessary.

Assignment of municipal vehicles shall not be exclusive. Each such vehicle shall be used only for City business travel. Such travel by City employees shall be as travel schedules permit.

Unless excepted or specifically authorized by the Mayor, Chief Administrative Officer, or their designee the following guidelines regarding personal use of City vehicles shall be followed: (i) City vehicles shall not be used on personal business; (ii) Travel done by the employee for a purpose other than providing an approved City service shall be subject to discipline and shall not be subject to City reimbursement, (iii) Employees may not take municipal vehicles home overnight.

#### Section 4

##### Reimbursement Rate

Reimbursement for the use of private automobiles for authorized City travel shall be at the Internal Revenue Service (IRS) rate in effect on the date of travel. People required to regularly drive their personal cars on City business must provide the Controller with a certification of insurance providing for \$100,000/\$300,000 limits naming the City as an additional named insured. Each person so required shall present a copy of such additional cost and shall be reimbursed as provided.

#### Section 5

##### Out Of State Travel

(A) All requests for travel on City business out of State shall be made in advance on forms provided by the Controller's Office and shall be subject to the approval of the Department Head.

(B) Reimbursable items include the following:

1) Registration fees.

2) Transportation:

(i) For trips up to 200 miles round trip, the City will pay either round trip train or bus fare or the Internal Revenue Service (IRS) rate in effect on the date of travel if the employee utilizes his own private vehicle, except that no mileage reimbursement will exceed the cost of train fare.

(ii) Any trips to a point more than 200 road miles round trip from New Haven shall be made by public transportation. The traveler may elect to go by bus, train coach, or tourist class airplane depending upon the convenience of the traveler and otherwise in conformity with the travel policy of the City.

3) Lodging: The City will pay up to a maximum of \$34 per day unless the minimum daily rate available for a single accommodation exceeds that amount.

4) Meals: The City will provide reimbursement for the actual cost of meals up to the following per diem rates:

Breakfast -	\$8.00
Lunch -	\$12.00
Dinner -	\$24.00

(i) Payments in excess of the above will not be approved except for the cost of meals at official program conferences not included in the registration fee.



(ii)Gratuities: The City will pay the actual cost of gratuities up to 15% for meals.

5) Taxis and other local transportation, provided they are listed separately on the appropriate form and explained.

6) Parking or garaging for automobiles used for approved travel.

7) Miscellaneous: Any miscellaneous expenses incidental to City business must be explained in detail.

NOTE: The City will not pay for telephone, telegraph, entertainment, laundry or other items of a personal nature not necessary for the conduct of City business.

## **ARTICLE 15 - Emergency Operations**

### **Section 1**

The following provisions will be operative when the Mayor or Chief Administrative Officer declares that an emergency situation exists due to a snow storm, hurricane, or other natural disaster or emergency situation:

#### **(A) Department Responsibility**

1) Each Department Head shall develop and maintain a list of employees whom he anticipates will be needed to work during such emergencies, either in their usual capacities or in some special capacity related to such an emergency.

2) Employees included on such lists are to be notified by the Department Head of this determination and shall provide to the Department Head a telephone number at which they can be reached in the event they must be called into work during such an emergency.

3) A declaration of an emergency situation by the Mayor or the Chief Administrative Officer shall not be construed as an order closing down City offices and operations. Each Department Head shall be responsible for determining which services of the Department are essential and are to be carried on during an emergency. The Department Head shall have the power and responsibility to determine which employees are needed to perform special duties outside the scope of their usual functions. To this end, employees may be assigned by the Department Head to work in locations and capacities outside of their usual working assignments.

4) When an emergency is declared, the Department Head will be responsible for contacting those individuals that will be required to report to work. Any employee included on the emergency employee list who is called upon to work during an emergency and who is unavailable without satisfactory explanation may be docked pay if called in within the hours of his/her normal work day and/or subject to appropriate disciplinary action.

#### **(B) Compensation**

1) Employees who are not required to work during an emergency shall receive their normal pay even though the normal activities of their offices are suspended and they are not required to be present to provide either normal or emergency services.

2) All employees, regardless of their range, who are required to work during an emergency on tasks beyond the scope of their normal work assignments shall be compensated at the rate of one and one-half (1-1/2) times their regular rate for all hours worked in excess of an employee's regular work week.

3) Employees who continue to perform their normal work assignments during an emergency shall receive additional compensation for hours worked in excess of eight in the work day. Said compensation shall be at the rate of time and one half the employee's regular rate.

(C) Limitations

1) Consecutive Hours

(a) Employees shall not be permitted to work more than 16 consecutive hours. Any employee working 16 consecutive hours shall not be permitted to return to work within 8 hours.

Section 2

When the Chief Administrative Officer of the City informs the Public Works Director and other Department Heads that an emergency exists due to a snowstorm, hurricane, cold spell or other natural disasters, then all employees in Local 3144 up to Range 7 shall be compensated at time and one half their regular hourly rate for all hours worked in excess of their normal work week. Employees in Ranges 8 and 9 shall receive compensatory time in accordance with Article 6, Section 3.

**ARTICLE 16 - Discharge And Discipline**

Section 1

Each Department Head, or their designee, shall have authority to exercise discipline as required to carry out the responsibility of the Department and to direct employees of the Department in the performance of their duties, subject to the provisions of this Agreement. If the designee and the individual being disciplined are both members of Local 3144, then such designee shall not be subordinate to, or of the same classification as, the individual being disciplined.

Section 2

Normally, disciplinary action shall be in the form of an oral warning, a written warning, a suspension without pay, or a discharge.

(A) Disciplinary action shall be consistent with the type of infraction or malfeasance which is the subject of the discipline.

(B) Discipline should be progressive in nature, but where circumstances warrant, it need not necessarily have been preceded by lesser disciplinary actions.

### Section 3

All disciplinary actions shall be communicated, in writing, to the employee, with a copy placed in the Department's personnel folder and a copy sent to the Union President or his/her designee.

### Section 4

Employees shall not be discharged or disciplined except for just cause.

### Section 5

All verbal and written warnings shall be removed from an employee's record two (2) years after the incident occurs unless a similar infraction is committed by the employee in the two (2) year period. All other disciplinary actions shall be removed from an employee's work record after 3 years.

### Section 6

Employees who are discharged during their initial probationary period shall not have recourse to the grievance procedure including arbitration. This shall not apply to promotions.

## **ARTICLE 17 - Education Assistance**

### Section 1

The City agrees that a sum of \$6,000 each year of this Agreement shall be set aside for the express purpose of being used for employee training programs and/or educational reimbursement.

### Section 2

#### Eligibility

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

(A) All applications for education assistance must be made prior to the time of registration. Applications not made in advance will be rejected.

(B) Course work for which assistance is being requested must be job related, or it must be of such a nature as to improve the employee's promotional opportunities, or it must be a requirement of a college or university degree program which is related to the employee's development as a City employee.

(C) Course work must be taken at an appropriately recognized and certified educational institution. No reimbursement is available under this policy for association meetings, conventions, institutional programs, or other similar forms of extracurricular programs.

(D) Applications for educational reimbursement are available from the Human Resources Department. Completed applications are to be submitted for approval to the Human Resources Department provided funds are available.

(E) Special Fund employees shall only be eligible for education assistance if the grant or funds from which they are paid permit it or funds are available in the grant for education assistance.

### Section 3

#### Reimbursement

The City will reimburse employees for actual allowable expenses incurred to a maximum of \$250 per semester, not to exceed \$750 per calendar year.

(1) Allowable expenses include tuition, books, lab fees, registration and fees.

(2) In order to be reimbursed, the employee must provide satisfactory evidence of completion of the course with a grade of "C" or higher for undergraduate school courses, or "B" or higher for graduate courses or a marking equivalent and proof of prior payment.

### Section 4

The Union President shall receive a written report from the Human Resources Department no later than July 31 of each Contract year. The report shall list which employees applied for educational assistance, which employees received reimbursement, and the amount received. The report shall cover the preceding Contract year July 1st through June 30th.

## **ARTICLE 18 - Residency**

There shall be no residency requirement for all Bargaining Unit employees.

## **ARTICLE 19 - Salaries**

### Section 1

(A) The salary schedule in effect on June 30, 2010 shall hereby reflect a 0% across the board increase effective July 1, 2010. Said salary schedule is reflected and attached as Appendix I which shall be effective July 1, 2010 through June 30, 2011.

(B) The salary schedule in effect on June 30, 2011 shall hereby reflect a 0% across the board increase effective July 1, 2011. Said salary schedule is reflected and attached as Appendix II which shall be effective July 1, 2011 through June 30, 2012.

(C) The salary schedule in effect on June 30, 2012 is hereby amended to reflect a two and one-half percent (2.5%) across the board increase effective upon ratification of this Agreement by the Board of Aldermen. Said salary schedule, as amended, is reflected and attached as Appendix III which shall be effective from such date of ratification through June 30, 2013.

(D) The salary schedule in effect on June 30, 2013 is hereby amended to reflect a two percent (2%) across the board increase effective July 1, 2013. Said salary schedule, as amended, is reflected and attached as Appendix IV which shall be effective July 1, 2013 through June 30, 2014.

(E) The salary schedule in effect on June 30, 2014 is hereby amended to reflect a two percent 2% across the board increase effective July 1, 2014. Said salary schedule, as amended, is reflected and attached as Appendix V which shall be effective July 1, 2014 through June 30, 2015.

## Section 2

No employee shall be hired at a higher step/salary than any employee in the same classification. Exceptions to this policy may only be made with the Union's approval.

## Section 3

In the event a Bargaining Unit employee is promoted, his/her new salary on the Range he/she is promoted to shall be no less than a Step increase in the employee's Range prior to promotion.

## Section 4

A list of all Bargaining Unit positions and titles and their respective Ranges are attached as Appendix VI.

## Section 5

Any proposed Range and Step changes for any employees shall be negotiated with the Union prior to implementation.

# **ARTICLE 20 - Seniority**

## Section 1

Seniority is defined as the total length of continuous service in any budgeted position in the General Fund of the City of New Haven.

## Section 2

Separate seniority lists shall be kept and maintained for Special Fund employees who shall be subject to the same conditions and rights as General Funded Employees under this Article except as specifically modified or limited by Section 9 of this Article.

## Section 3

In the event that a General Funded employee is laid off and is transferred to a Special Funded position, said employee's seniority rights to a General Funded position shall be maintained until such time that he/she is laid off under the terms of Section 9 of this Article, at which time his/her name will be placed on the re-employment list under the terms of Section 8 (C) of this Article.

## Section 4

The City shall make every reasonable effort to test employees within the time limits specified in the Civil Service Rules and Regulations for new employees and make every reasonable effort to test employees prior to promotions.

## Section 5

The City shall prepare a list of employees represented by this Bargaining Unit, showing their seniority in time of service with the City, their classification and rate of pay and deliver same to the Bargaining Unit once yearly in the month of April.

## Section 6

The Civil Service Rules and Regulations, as amended from time to time, are hereby incorporated as an integral part of this Agreement, except where such Rules and Regulations are not subject to any aspect of collective bargaining as set forth in the Municipal Employee Relations Act of the State of Connecticut.

## Section 7

For the purpose of this Article, when the term full time permanent employee is used, it shall mean an employee who has successfully completed his probationary period and has been permanently appointed to a position in the classified service by the appointing authority, subject to the provisions of the Civil Service Rules and Regulations.

## Section 8

(A) Whenever it becomes necessary to reduce the number of employees in a given job classification because of a lack of work or lack of funds, the employee(s) with the least seniority within such job classification shall be removed first.

(B) Within each classification, the reduction of positions shall be made in the following order:

- 1) Seasonal or part-time
- 2) Temporary
- 3) Probationary
- 4) Permanent

(C) If a full-time permanent employee is to be laid off, his/her name will be automatically placed on a re-employment list in order of seniority by classification.

(D) If a permanent employee is to be laid off from one classification within the Bargaining Unit, by reason of seniority, he will be placed in the same or another classification within the Bargaining Unit, to which he has been previously certified and permanently appointed, under Civil Service Rules and Regulations, providing he has more seniority than the employee with the least seniority in that classification.

(E) If a permanent employee with five (5) years or more seniority is removed from his classification by reason of seniority and he/she has not been previously certified and permanently appointed to another classification, he/she will be placed in the same or a lower classification within the Bargaining Unit, to a position he/she is capable of performing immediately without training, provided he has more seniority than the person with the least seniority in that classification. Representatives of the City and Union will meet to determine to which job, if any, such placement will be. Such employee will be required to pass the appropriate Civil Service Examination in order to become certified to his/her new position.

(F) An employee may select a layoff rather than accept placement under (D) and (E) above.

(G) An employee placed under (D) or (E) above will be placed in the same Range and Step as was the person he/she displaces.

(H) There shall be a re-employment list, in order of seniority, for each classification in which layoffs are made. An individual's name shall remain on the re-employment list for two (2) years or until re-employed, whichever occurs first.

(I) After a layoff has occurred, the following procedure shall be followed in filling vacancies:

(1) The City shall first restore to such vacancy, by seniority, an employee on the active payroll who was removed from the position by the cutback.

(2) If the job cannot be filled under (1) above, the City shall offer the position to an individual on the re-employment list with the most seniority who had previously occupied a position in the classification in question.

(3) If the position is not filled under the provision of (1) or (2) above, the City will fill the vacancy in accordance with the applicable provisions of the Civil Service Rules and Regulations, or other hiring practices of the City.

(4) Employees on a layoff status shall continue to accumulate seniority for two (2) years from the effective date of the layoff. The time spent on layoff shall not be deemed to interrupt the continuity of employment for employees recalled with said two year period. Any employee not recalled to work during this period shall lose all seniority rights and shall be treated as a new employee for all purposes.

(J) Two (2) refusals by an employee to return to a position under (E) (1) and (2) above will result in his name being removed from the Civil Service Re-Employment List.

## Section 9

(A) In the event of a loss of a grant or reduction in Funds occurring after ratification of this Agreement by the Board of Aldermen, whereby the Board of Education or the City has to reduce personnel funded by Special Funds or Grants, those employees holding Board of Education or City positions that were cut from the Grant shall be automatically placed on a re-employment list in order of seniority by classification, unless they can bump a less senior special fund employee within the same job classification as outlined below. Such employees shall have recall rights for a period of two (2) years to an identical job classification in a special fund. The Board of Education shall maintain a separate reemployment list from the reemployment list maintained by the City and there shall be no bumping from Board of Education to City, or vice versa.

(B) If a permanent City Special Fund employee is to be laid off by lack of funding, he will be placed in the same City job classification within a Special Fund held by the individual with the least seniority within the Bargaining Unit, for which he/she is qualified, providing he/she has more seniority than the employee with the least seniority in that job classification. All bumps must be within the same job classification in a special fund within the City, and any employee placed under this Section 9(B) will be placed in the same Range and Step as was the person he/she displaces. There shall be no cascading. An employee may select a layoff rather than accept placement under this Section 9(B).

(C) If a permanent Board of Education Special Fund employee is to be laid off by reason of lack of funding, he will be placed in the same Board of Education job classification in a special fund held by the individual with the least seniority within the Bargaining Unit, for which he/she is qualified, providing he/she has more seniority than the employee with the least seniority in that job classification. All bumps

must be within the same job classification in a special fund within the Board of Education, and any employee placed under this Section 9(C) will be placed in the same Range and Step as was the person he/she displaces. There shall be no cascading. An employee may select a layoff rather than accept placement under this Section 9(C).

(D) There shall be a re-employment list, in order of seniority, for each City Special Fund job classification and for each Board of Education Special Fund job classification in which layoffs are made. An individual's name shall remain on the applicable re-employment list for two (2) years or until re-employed, whichever occurs first. Employees on a layoff status shall continue to accumulate seniority for two (2) years from the effective date of the layoff. The time spent on layoff shall not be deemed to interrupt the continuity of employment for employees recalled with said two year period. Any employee not recalled to work during this period shall lose all seniority rights and shall be treated as a new employee for all purposes. Two (2) refusals by an employee to return to a position under this Section will result in his/her name being removed from the City or Board of Education Special Fund Re-Employment List.

## **ARTICLE 21 - Pensions**

### **Section 1**

- (A) Schedule A attached hereto is a reinstatement of Articles I and VII of the City Employees Retirement Fund and incorporates negotiated amendments pertaining to the Management Union.
- (B) Special Fund employees shall have the option of participating in a 457 Plan administered by the City. The City shall match the employee's contribution up to 3%. Employees will become 50% vested at five years and 100% vested at ten years.

## **ARTICLE 22 - Grievance Procedure**

### **Section 1 - Purpose**

The purpose of the grievance procedure shall be to secure equitable solutions to employees grievances on as low an administrative level as possible and practicable so as to insure efficiency and employee morale.

### **Section 2 - Definition**

A grievance shall be considered to be a dispute between an employee and/or the Union and the City and/or any of its agents, servants, employees, officials, Boards or Commissions concerning the interpretation and application of specific provisions of this Agreement including the discharge, suspension, demotion or other discipline of an employee.

### **Section 3 - Procedure**

Any employee may use this grievance procedure with or without Union assistance except the procedure set forth in Section 5 of this Article. No grievance settlement made as a result of an individually processed grievance shall contravene this provision of this Agreement.

**Step 1:** An employee with or without a Steward with a complaint should first discuss the matter with his/her Department Head. In this discussion, the Department Head involved shall make an



earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall give his/her answer as soon as practicable, but within three (3) working days. It is agreed that most complaints should be settled at this Step.

Step 2: If the employee is not satisfied with the answer at Step 1, he/she shall then reduce his/her complaint to writing either on a form mutually agreed to by the parties or in a letter. Such grievance must contain the following information: (1) A statement presenting the nature of the grievance; (2) A statement outlining the relief sought; and (3) Specific reference to the clause or clauses of this Agreement which the employee feels have been violated. The employee and/or his/her chosen representative shall submit the written grievance to the Department Head, who, in turn, shall submit to the Union a written answer to the grievance within five (5) working days.

Step 3: If the decision at Step 2 is not satisfactory to the employee, he/she may appeal, in writing, to the Director of Labor Relations within ten (10) working days after receiving the decision at Step 2. The Step 3 written grievance shall include the information required in Step 2, as well as the decision of the Department Head from Step 2, if any. If the grievance fails to identify any of this requested information, then the City shall return the grievance to the union and/or the grievant, who shall have five (5) working days to remedy the omission and resubmit the grievance. Grievances not remedied and resubmitted within this period shall be considered as settled. Upon receipt of such an appeal, the Director or his/her designated representative will investigate the grievance and make an effort to resolve it to the satisfaction of all parties. Prior to denying any grievance at this step, the aggrieved employee and/or his/her representative, if any, shall be afforded the right to meet and discuss the grievance with the Director or his/her representative. Step 3 grievances shall be scheduled within thirty days of receipt of the grievance unless the parties mutually agree to extend the thirty day requirement. The decision of the Director or his/her representative will be made as soon as practicable, but not later than ten (10) working days after the aforesaid meeting or ten (10) days from the time the meeting should have taken place.

#### Section 4 - General Provisions

Any complaint which is not taken up with the employees immediate Supervisor within fifteen (15) working days after the occurrence or knowledge of the matter out of which the complaint arises, shall not be presented or considered at a later date. The Employer agrees that extenuating circumstances may arise where an employee will not have knowledge, within the time limits prescribed, of the matter which resulted in his becoming aggrieved, and, in such instances, the Employer will give due regard and consideration to the time limits set forth above. Extensions to all time limits mentioned in this Article may be made by mutual agreement of the parties.

At Steps 2 and 3 of this procedure, the Employer and the Union shall be permitted to call a reasonable number of witnesses, normally not more than two (2) from each party at Step 2 and three (3) from each party at Step 3.

When several employees within the unit have an identical grievance, the Union will select one individual case for processing with the understanding that the decision on the case will be applied to the other identical cases. Such grievance shall be known as a Unit Grievance.

An employee's grievance will be considered settled upon his written request, or when the grievant ceases to be a regular employee of the City, including by resignation, unless the grievance is directly related to the employee's termination and he desires it to be processed; or unless the Union considers the grievance to reflect on or affect other employees in the Bargaining Unit, or when the time limit to appeal to the next step expires.

Grievances will be heard at a time most practical to do so. Should such time occur during periods other than normal working hours of the grievant and/or other Union representatives, the City shall accept no financial obligation for such time spent by the grievant and/or other Union representatives.

The Union agrees that it shall cooperate with the City by making every effort to handle grievances in such a manner so as to cause a minimum of interference with normal operations of a Department.

It is recognized by both parties that on occasions a grievance may develop, the immediate disposition of which would be in the best interest of both parties (i.e., discharge or suspension). In such instances, the responsible Union official may contact the Labor Relations Director directly to acquaint him with the situation. At that time a determination shall be made as to what procedure is to be followed.

Any grievance not answered within the prescribed time limits may be processed to the next step of the grievance procedure up to and including arbitration.

#### Section 5 - Arbitration

In order to be considered, a request by the Union for arbitration shall be forwarded to the State Board of Mediation and Arbitration with a copy sent to the Director of Labor Relations or his representative within twenty (20) working days from the receipt of the decision at Step 3 of the grievance procedure or twenty (20) working days from the date that said decision should have been made. Grievances not appealed within this time shall be considered as settled.

In addition to the above, either party may elect to use the expedited arbitration procedures, in accordance with the rules and regulations of the Connecticut Board of Mediation and Arbitration, for any grievances involving disciplinary actions of less than a five (5) day suspension without pay and/or any grievances concerning the interpretation and application of routine contractual issues and provisions. The parties shall agree upon a pool of SBMA arbitrators, to be used on a rotating basis.

Petitions for arbitration shall be in writing and contain the following items: (1) Name of the grievant; and (2) A statement of the issue involved.

Should the parties mutually agree to another method of arbitration other than the State Board of Mediation and Arbitration, the parties shall meet and agree on and select an Arbitrator or Arbitrators. It is understood that said Arbitrator or Arbitrators shall be the Connecticut State Board of Mediation and Arbitration, except as otherwise agreed upon by both parties to this Agreement.

The arbitration fee and expenses shall be borne equally by the parties to this Agreement. The Employer and the Union shall also share equally the expenses of any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings. Except that in the event one party to the proceeding requests a transcript, the non-requesting party shall not be required to share in the cost of said transcript. The non-requesting party shall, however, be furnished a copy of the transcript in a timely fashion at no cost.

The Arbitrator(s) designated in accordance with this Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. The Arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation or application of the provisions of this Agreement. The Arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the Agreement in effect at the time of the occurrence of the grievance being arbitrated, nor shall the Arbitrator have jurisdiction to determine that

the parties by implication have amended or supplemented the Agreement, unless the parties shall expressly submit to him the issue as to whether such an agreement by implication was made. The Arbitrator(s) shall confine the award to a decision that the City or the Union has or has not violated a provision of this Agreement, and if such an award is in the affirmative, the award shall specify the remedy. The written award of the Arbitrator made in accordance with the above arbitration procedure shall be final and binding on the parties to this Agreement, subject only to court appeal of the decision.

### **ARTICLE 23 - Personal Leave**

Each employee shall be entitled to two (2) days per Contract Year to be known as Personal Leave. Such leave shall be with pay and not charged against sick leave.

An employee intending to utilize personal leave shall notify his/her supervisor at least forty-eight (48) hours prior to taking such leave unless such notification is impossible due to circumstances beyond the employee's control.

Employees shall be allowed to carry over personal days from one contract year to another. However, employees shall not be allowed to have more than four (4) days on the books at any given time.

In the event that the number of employees requesting personal leave defined under this section compromises the activities of the Department or a Division due to the number of individuals requesting a particular day, the Department or Division may deny the request in order to not disrupt the normal activities in such Department or Division. In such circumstances of conflict, seniority shall prevail.

Employees must use such days prior to retirement or resignation and the employee shall not be entitled to compensation for unused personal days.

### **ARTICLE 24 - Appointments**

Nothing in this Agreement shall be construed as abridging the appointment powers of the Mayor for any positions in this Bargaining Unit who are appointed by the Mayor for a time certain as specified either in the Charter or positions in the following Departments:

Mayor's Staff  
Human Resources  
Chief Administrator's Office  
Development Administration  
Public Information  
Corporation Counsel

If any employee in any such position is not reappointed, he/she shall not have recourse to the grievance procedure outlined in Article 22.

## **ARTICLE 25 - Union Activities**

### **Section 1**

The Union shall be entitled to twenty (20) working days of leave with pay per contract year for union business, to use at their discretion. Each request for union leave shall be requested through the office of Labor Relations and shall apply to the President of the Union or his/her designee and up to four (4) other members so designated by the President.

### **Section 2**

One Officer, the Chief Steward, one Steward and the grievant or grievants, and witnesses, not to exceed a total of five (5) people, shall suffer no loss in wages to attend any grievance hearings or arbitration.

### **Section 3**

Five members of the Bargaining Unit plus the President and Chief Steward shall be allowed time off with pay for the purpose of negotiating a successor Agreement if negotiation sessions are held during working hours.

### **Section 4**

The President, Vice-President, Chief Steward and Treasurer shall have super-seniority in all matters involving layoffs.

### **Section 5**

Unless expressly provided within this Article, or otherwise agreed upon by the parties, there shall be no other paid union leave provided by the City.

## **ARTICLE 26 - Non-Discrimination**

There shall be no discrimination, threat, penalty, coercion or intimidation or harassment of any kind against any employee for reasons of race, creed, color, sex, sexual orientation, religious belief, Union membership, national origin, political affiliation, age, handicap or Union activity.

## **ARTICLE 27 - No Strike Provision**

### **Section 1**

The Union and its members agree that during the length of this Agreement it will not call or support or participate in any work stoppage or strike against the City.

### **Section 2**

The City agrees that there shall be no lock out of employees during the life of this Agreement.

## ARTICLE 28 - Miscellaneous

### Section 1

Full time employees shall be reimbursed for any occupational tax paid by said employee relating to the professional capacity of the employee and his/her employment with the City. Proof of payment must be submitted to the Controller's Office in order to be reimbursed for any such tax.

### Section 2

School Security Workers who are called in for emergencies four (4) or more hours prior the start of their regularly scheduled starting time shall be compensated at the rate of time and one half their regular hourly pay, for a minimum of four (4) hours, regardless of how many times they are called within that four hour time period. School Security workers who are required to and report for work less than four (4) hours prior to their regularly scheduled starting time, or who are required to and stay beyond their regularly scheduled shift time, shall be paid at time and one-half their regular hourly rate for all hours worked up to their regular starting time.

School Security Workers who are required to and report for work on an observed holiday shall be paid holiday pay, plus time and one half for all hours actually worked.

### Section 3

Parks Department employees who currently receive housing as a condition of employment shall pay the City the amount of rent approved by the Joint Rental Unit Study Committee. Said Committee shall consist of one individual appointed by the City and one appointed by the Union, whose charge shall be to establish fair and reasonable rents based upon the condition of property and market values, and the value, if any, the resident provides to the City. The members of this Committee shall be determined upon ratification of this Agreement by the Board of Aldermen and convened on an annual basis, with the first meeting to take place within three months of the ratification of this Agreement. New hires shall not be required to reside in specific housing and shall not receive a subsidy on housing.

### Section 4

Employees who regularly use their private vehicles as part of their normal daily work assignment shall be provided with a free parking space by the City. All other employees shall be given a reduced rate (two-thirds the commercial rate) for parking in a garage or lot allocated by the Parking Authority.

### Section 5

(A) Upon ratification of this Agreement by the Board of Aldermen, employees in the Public Works Department and Parks Department shall be granted a meal allowance at the rate of \$6, with a \$1 increase in each of the subsequent years of the contract, per meal when required to work between their normal schedule work hours and continue to work one-half hour beyond the meal hours listed below or who have been recalled to work after their normal work hours to perform emergency work.

(B) The meal allowance shall be provided for those eligible employees working one-half hour beyond the meal times of 6:00 p.m., 12:00 midnight and 6:00 a.m. Also, meal allowance shall be provided for the noon meal in those instances when work being performed is on a paid holiday, Saturday or Sunday, provided such employees are not regularly scheduled to work these days.

## Section 6 – Reclassification

The current stipulation on Reclassifications, dated September 11, 2012 and attached to the Contract, shall be retained with the addition that any impasse be submitted to the Expedited Arbitration procedure before the State Board of Mediation and Arbitration.

## **ARTICLE 29 - Past Practice**

Attached hereto as Appendix VII is a list of all Memorandum of Understanding, Labor Stipulations, Memorandum of Agreements, and/or similar documents which the Parties are bound by. All other such agreements or understandings not listed are hereafter terminated and considered null and void.

Nothing in this Agreement shall be construed as abridging any right or benefit that employees or Employer have enjoyed heretofore, unless it is specifically included as a provision of this Agreement.

## **ARTICLE 30 – Substance Abuse Policy**

### Section 1: Purposes

The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all employees and to protect the public;
- B. To insure the reputation of the City of New Haven employees as good, responsible citizens worthy of public trust;
- C. To demonstrate a clear expectation and understanding that a drug test shall be considered a condition of entry/application to the employ of the City and in reasonable suspicion scenarios as defined herein;
- D. To reduce the incidents of accidental injury to person or property;
- E. To reduce absenteeism, tardiness and indifferent job performance; and
- F. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

### Section 2: Definitions

- A. Alcohol or Alcoholic Beverages – means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol
- B. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.

- D. **Illegal Drug** – means any drug or controlled substance, the sale possession or consumption of which is illegal.
- E. **Ranking Supervisor** – means any supervisory employee who is the employee’s immediate supervisor in the chain of command, or the Department Head or his/her designee.
- F. **Employee Assistance Program** – means Employee Assistance Program provided by the City of New Haven or any agency/entity with whom the City has contracted to provide said program.
- G. **Union President** – means President of Local 3144, Council 4, AFSCME, AFL-CIO or his/her designee.
- H. **Refusal to Submit to Reasonable Suspicion Drug Testing** – The refusal by an employee to submit to a drug or alcohol screening test based on reasonable suspicion will result in the employee’s immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.
- I. **Refusal to Submit to Random Drug Testing** - The refusal by an employee to submit to a drug or alcohol screening test based on random drug testing will result in the employee’s immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.
- J. **Refusal to Submit to Post-Accident Testing** - The refusal by an employee to submit to a drug or alcohol screening test based on post-accident testing will result in the employee’s immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.
- K. **Refusal to Submit to Return to Duty Testing** - The refusal by an employee to submit to a drug or alcohol screening test based on return to duty will result in the employee’s immediate suspension without pay and subsequent disciplinary action, which may include dismissal from the City.

Section 3: Testing Based Upon Reasonable Suspicion

- A. **Purpose:** This section is intended to specify the methods to be used by the City when an employee’s conduct, behavior, demeanor or statements have created reasonable suspicion that he or she has engaged in “substance abuse.” Substance abuse is defined for purposes of this section as the ingestion of an illegal drug or the abuse of alcohol or of a legally prescribed drug.
- B. **Voluntary Disclosure and Employee Assistance:**
  - 1. An employee who has completed his or her initial probationary period with the City and has engaged in substance abuse and voluntarily discloses this issue to his/her Department Head and requests treatment and rehabilitative assistance shall be given assistance under the City’s Employee Assistance Program. Access of this type shall be limited to two occasions, provided that he or she has not previously failed to comply with the requirements of the program during a prior enrollment. An employee referred to the program shall not be disciplined for the substance abuse disclosed. However, failure to comply with the terms of this program shall subject the employee to discipline.

2. Any employee who returns to employment following completion of a program under the Employee Assistance Program shall be subject to follow-up testing as determined by the EAP provider.
- C. Basis for Testing: The testing authorized under this policy shall be preceded by a determination by a supervisor that the conduct, behavior, demeanor or statements of the employee have given that supervisor “reasonable suspicion” that the employee has engaged in substance abuse.
- D. Preservation of Rights: This policy does not constitute a waiver of the rights of members of the bargaining unit regarding drug testing protection provided by United States or Connecticut Constitution or statutes.
- E. Preliminary Determination of Reasonable Suspicion of Substance Abuse:
1. An order to undergo a test pursuant to this agreement shall be based on preliminary and final determinations of reasonable suspicion of substance abuse by designated supervisors. A supervisor shall base his or her preliminary determination on facts regarding the conduct, behavior, demeanor and statements of the employee observed by that supervisor or reliably and speedily reported to him or her. This preliminary determination shall be followed by a final determination by a second supervisor who must confirm the preliminary determination in order for testing to be ordered.
  2. Designated supervisors shall be the Department Head, Deputy Department Head and any supervisor acting in the capacity of the Department Head or Deputy Department Head. The City shall provide training for such designated supervisors, but the lack of such training of a particular supervisor shall not prevent his or her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination.
- F. Order to Undergo Test:
1. When a designated supervisor makes a determination based on reasonable suspicion and that determination is confirmed by a second supervisor, the employee shall be informed of this preliminary determination and shall be immediately relieved of duty. The employee shall be entitled to Weingarten representation rights by a bargaining unit representative.
  2. Following the determination, the employee shall be directed to immediately report to the designated testing facility. It is expected that the test will be administered within two (2) hours following the determination.
  3. The employee shall be entitled to Weingarten representation during the sample production process.
- G. Testing Procedures: The testing procedures shall be in accordance with those set forth in the “Testing Procedures” section of this Article. Test results shall not be used for disciplinary purposes unless they have been obtained in accordance with the procedures outlined in this section.
- H. Confidentiality: Records of the process used to order a test and test results shall be maintained along with other employee medical records, and shall be handled consistent with the policies respecting



such records. In addition, an employee who elects participation in the Employee Assistance Program shall be required to authorize the release of these records to the personnel utilized in that program.

- I. What Constitutes a Refusal to Take a Test: The following actions may constitute a refusal to take a drug or alcohol test:
- Blatant refusal to submit to the testing procedure or engaging in any conduct that clearly obstructs the testing process, including being unavailable for testing;
  - Failure to provide an adequate amount of breath for an alcohol breath test without a valid medical reason;
  - Failure to sign the alcohol testing form;
  - Failure to submit to a confirmation test for alcohol after a positive result;
  - Failure to endorse items to verify chain of custody for any specimen;
  - Failure to provide sufficient amount of urine for a drug test without a valid medical reason;
  - Failure to provide necessary identification before submitting to test;
  - Failure to remain available for such testing.
- J. Consequences of Refusal to Take a Test: The consequences for refusal to take a required drug or alcohol test are the same as if the employee had tested positive for drug or alcohol use, as listed in Section 10 of this Article. In addition, the refusal shall constitute insubordination and the employee shall be subject to discipline.
- K. Cost of Required Tests: The City shall pay for the following tests:
- Pre-employment drug testing;
  - Random testing;
  - Reasonable suspicion testing;
  - Return to duty drug testing; and
  - Follow up testing.

The employee shall be responsible to pay for the following tests:

- Split analysis testing.
- L. Transportation: The City will provide transportation for the employee to the testing facility when the employee is being tested under reasonable suspicion procedures. The City shall provide transportation for an employee to the employee's home when the employee tests positive under these procedures.

#### Section 4: Random Testing

- A. Random testing pursuant to the City of New Haven's CDL Policy shall continue for all affected workers. The parties recognize that industry standards may change during the life of the CDL policy. Any such changes shall be negotiated pursuant to the requirements of MERA.
- B. Any expansion of random testing beyond the CDL Policy shall only be initiated pursuant to an amendment to this policy.
- C. Consequences of Refusal to Take a Test: The consequences for refusal to take a required drug or alcohol test are the same as if the employee had tested positive for drug or alcohol use, as listed in Section 10 of this Article. In addition, the refusal shall constitute insubordination and the employee shall be subject to discipline.

### Section 5: Post-Accident Testing

A. As soon as practicable following an accident, each surviving employee will be tested for alcohol and controlled substances when (1) the accident involved a fatality or serious injury or (2) the employee received a citation for a moving traffic violation. An accident is defined as an incident involving a motor vehicle or industrial safety in which there is a fatality, an injury treated away from the scene or a vehicle required to be towed from the scene.

An employee who is subject to post-accident testing must remain available for such testing, or the City may consider the employee to have refused to submit to it.

B. Consequences of Refusal to Take a Test: The consequences for refusal to take a required drug or alcohol test are the same as if the employee had tested positive for drug or alcohol use, as listed in Section 10 of this Article. In addition, the refusal shall constitute insubordination and the employee shall be subject to discipline.

C. The City should make every attempt to test an employee for alcohol within two hours and for drugs within 32 hours of an accident. If an alcohol test has not been given within 8 hours of the accident, or a drug test has not been given within 32 hours, the City must cease trying to administer such test and must prepare and maintain on file a record stating the reason why the appropriate test was not promptly administered.

The requirements of this section should not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the length of time necessary to obtain necessary emergency medical care or to obtain any other assistance necessary at the accident site. However, employees must remain available for testing and shall not consume alcohol or drugs until the post-accident test has been performed.

### Section 6: Return to Duty Testing

If an employee has engaged in prohibited conduct regarding alcohol and/or drug misuse, the employee must undergo a return to duty test prior to returning to the job. The test must indicate a breath alcohol concentration of less than 0.02 or a verified negative result for drug use. When an employee engages in prohibited conduct, the City must advise the employee of the resources available to evaluate and resolve drug and/or alcohol problems through the EAP program. In addition, each employee who engages in prohibited conduct must be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee needs in resolving drug and/or alcohol problems.

Consequences of Refusal to Take a Test: The consequences for refusal to take a required drug or alcohol test are the same as if the employee had tested positive for drug or alcohol use, as listed in Section 10 of this Article. In addition, the refusal shall constitute insubordination and the employee shall be subject to discipline.

On a first offense for a positive alcohol test, if the SAP determines that the employee requires assistance in handling an alcohol problem, the employee must properly follow the prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued vacation or sick time. Any paid time off (vacation or sick time)

used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein.

On a first offense for a positive drug test, if the SAP determines that the employee requires assistance in handling a drug problem, the employee must properly follow the prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued vacation or sick time. Any paid time off (vacation or sick time) used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein.

When an employee has properly followed the prescribed rehabilitation, the employee must then be reevaluated by the substance abuse professional. If the SAP determines that the employee has properly followed the rehabilitation program, then the employee must undergo a return to duty test with a negative result as prescribed herein before being allowed to return to the performance of his job. In the event the employee fails to comply with the prescribed rehabilitation or fails to pass a return to duty test he or she shall be subject to further discipline up to and including termination.

#### Section 7: Alcoholic Beverages

- A. No alcoholic beverages will be brought onto City premises, or consumed while on City premises. The Department will invoke appropriate disciplinary action for any violations.
- B. Drinking or being under the influence of alcoholic beverages while on duty is cause for discipline.

#### Section 8: Prescription Drugs

- A. No prescription drug shall be brought upon City premises by any employee other than the employee (or members of the employee's immediate family) for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- B. Where the employee has been informed that the use of a prescribed drug may pose a risk to the employee or others, the employee shall so advise his/her Department Head or Deputy Department Head.

#### Section 9: Illegal Drugs

- A. The use or possession of an illegal drug or controlled substance by an employee on duty is cause for suspension or termination, and/or referral for criminal prosecution.
- B. The sale, trade or delivery of illegal drugs or controlled substances by an employee on duty to another person is cause for suspension or termination, and/or referral for criminal prosecution.

#### Section 10: Procedures

The procedures of the City of New Haven in regard to an employee using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

- A. An employee shall report to his place of assignment fit and able to perform his required duties and shall not by any improper act render himself unfit for duty.

STEP 1: Any Supervisor who has cause to suspect that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty with pay in order to protect said employee, fellow employees and the public from harm. Supervisors shall receive training by certified drug and alcohol experts on how to detect and process substance abuse cases.

STEP 2: The Supervisor shall immediately notify the Department Head, or in his absence, the ranking supervisor. Any employee being interviewed and/or tested may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way except as an observer. The interview/testing process will not be unreasonably delayed simply because a Union representative is unable to be present.

STEP 3: The Department Head, or in his absence, the ranking supervisor shall interview the employee concerning alleged alcohol or controlled substance abuse. Such interview shall be conducted in order to document the reasons and observations of the interviewers and to ascertain from the employee any recent use of prescribed drugs or non-prescribed drugs, or any indirect exposure to drugs that may result in a positive test.

STEP 4: If the interviewers document cause, then the employee will be given the following option(s):

- a) The employee may resign or retire, if eligible, without penalty or prejudice.
- b) The employee can claim that he/she is not under the influence of alcohol or illegal drugs.
  - 1. If there is no criminal investigation pending, the employee can admit there is cause for reasonable suspicion of alleged alcohol or substance abuse, and shall, within 24 hours, enroll in an Employee Assistance program (EAP).

STEP 5: If the employee chooses paragraph (b) in Step 4, the test procedures set forth in the "Testing Procedures" section below may be ordered by the Department Head or, in his absence, the ranking supervisor. A positive test shall result in the following discipline:

- 1. The first offense shall result in an immediate two (2) day suspension without pay.
- 2. The second offense shall result in an immediate five (5) day suspension without pay.
- 3. A third offense shall result in immediate termination.

- B. The employee shall have the right and shall not be denied the right to the presence of a Union Representative during any part of these procedures.

## TESTING PROCEDURES

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What are the testing procedures for drugs?

All drug testing will be done from urine specimens collected under highly controlled conditions at the following location: St. Raphael's Occupational Health & Rehabilitation Services at 789-3530. The person collecting the urine sample will be the same gender as the employee submitting the sample. The

collection site will be secured to prevent any tampering or switching of samples. The City reserves the right to change and/or add providers.

When the employee has submitted a specimen, the collection person will determine whether there is a sufficient amount of urine for testing. If there is not enough, the employee may be asked to drink fluids and wait until the employee is able to provide a sufficient amount of urine to test. The urine collected from each employee will be divided into two different sample containers. This is known as a split specimen collection. The person collecting the specimen will divide the specimen into the two containers in the presence of the employee and will label both accordingly. The employee must ensure that the split samples are both accurately marked with the correct identification.

The primary sample is then tested for the presence of drugs, while the second or “split” sample is stored in a secured, refrigerated location. The initial test is the immunoassay test, which screens the sample for usage of the eleven (11) classes of drugs. The second test is a confirmation test. The labs that perform the tests must be certified by the Federal Department of Health & Human Services.

The testing program is limited to eleven (11) drug/drug types: Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolite, Opiates, Oxycodone, Phencyclidine (PCP), Marijuana (THC) Metabolite, Methadone, Methaqualone, and Propoxyphene. The positive levels for the eleven (11) classes of drug tests are in the table below:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Amphetamines	300 ng/mL		500 ng/mL
Barbiturates	300 ng/mL		300 ng/mL
Benzodiazepines	300 ng/mL		300 ng/mL
Cocaine Metabolites	300 ng/mL	Benzoyllecgonine	150 ng/mL
Opiate Metabolites	2000 ng/mL		2000 ng/mL
Oxycodone	100 ng/mL		100 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Marijuana Metabolites	50 ng/mL	THCA	15 ng/mL
Methadone	300 ng/mL		300 ng/mL
Methaqualone	300 ng/mL		300 ng/mL
Propoxyphene	300 ng/mL		300 ng/mL

\*ng/ml means nanograms per milliliter. A nanogram is one billionth of a gram. A milliliter is one thousandth of a liter.

If the results of the initial test are negative, the testing laboratory will so advise the Medical Review Officer (MRO). The MRO is a licensed physician not employed by the testing laboratory who interprets the drug test results. The MRO’s role includes making determinations that other factors besides drugs may be affecting a particular test result, and the MRO may conduct sessions with individual employees to learn more about their medical histories and other factors which might influence a test result.

If the results of the initial test exceed the test levels for any of the eleven (11) drug/drug classes, a second (confirmation) test is performed. This test is done differently by using gas chromatography/mass spectrometry techniques. Only specimens that are confirmed positive on the second or confirmatory test are reported positive to the Medical Review Officer for review and analysis.

If the test result of the primary specimen is positive, the employee may request the Medical Review Officer to send the second (or split) specimen to a different certified lab for testing. If the result of the test of the split specimen is “negative”, the MRO shall cancel the test. If an employee wants the split specimen tested, he or she must advise the MRO within seventy two (72) hours of being notified of the positive test result of the primary specimen.

The City will keep a record in the employee’s file showing the type of test (pre-employment, periodic, etc.); date of collection; location of collection; entity performing the collection; name of the lab; name of the MRO; and the test results.

What are the testing procedures for alcohol?

Alcohol testing is done by testing breath, using a device called an Evidential Breath Testing Device (EBT). The EBT is a scientific instrument that determines the concentration of alcohol in the bloodstream by analyzing a specific amount of exhaled breath. The test result is a number representing the blood alcohol concentration (BAC), which is expressed in grams of alcohol per 210 liters of breath. The EBT prints out numbered copies of the test results. A BAC of 0.04 or greater indicates alcohol impairment. A BAC between 0.02 and 0.04 indicates likely alcohol impairment. A BAC less than 0.02 indicates no alcohol impairment.

People who have been trained and certified as breath alcohol technicians (BAT) will conduct the tests, check the EBT prior to testing to ensure its accuracy, and conduct the tests. Testing should be conducted in an area that allows the employees as much privacy as is feasible. The tester will remain present at all times during the testing procedure.

First, in the employee’s presence the BAT makes sure that the EBT is responding accurately. Then, a sealed mouthpiece is opened and placed into the device. The employee is required to blow into the mouthpiece for at least six seconds or until the EBT indicates that it has obtained a sufficient amount of air to test. The EBT will then print the test results, with a copy given to the employee.

If the initial test shows a reading less than 0.02 the test is recorded as “negative”. If the initial test results indicate a BAC of 0.02 or greater, a confirmation test will be conducted, after a fifteen (15) minute interval has passed to make sure that the sample was not tainted by recent use of food, tobacco, or other products. The confirmation test is done on the same EBT as the first test. If the two results are different, the confirmation test results are controlling. At this point, the breath alcohol test is completed; the employee must sign the testing form and be provided with a copy.

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Substance abuse testing that currently exists under the Commercial Drivers License (CDL) Policy shall continue pursuant to the terms of the policy. In addition, the policy may be extended by the City to all employees who operate City vehicles. In the event the City decides to extend the policy to all drivers, it shall first notify the Union in writing of its intent and the date of the implementation.

The parties understand that the testing means and methods defined herein represent the current standard in the industry for such testing. As such, any testing defined in any City policies that are not consistent with the means and methods defined herein shall be considered updated to conform with this policy. The parties recognize that industry standards may change during the life of this policy. Any such changes shall be negotiated pursuant to the requirements of MERA. The parties agree to review the means and methods defined herein at reasonable intervals and to update such methods when required. The goal of the parties shall be to promote the most efficient, effective and accurate methods available.

**ARTICLE 31 - Duration And Contract Renewal**

**Section 1**

The duration of this contract shall extend from July 1, 2010 through June 30, 2015 and until a subsequent contract is negotiated and becomes effective, subject to any retroactive provisions agreed upon in a subsequent contract.

**Section 2**

Negotiations for a successor agreement shall be in accordance with State Statute.

City of New Haven  
And  
Local 3144, Council 4,  
AFSCME, AFL-CIO

Re: Establishment of an on-going  
Reclassification Review  
Committee  
September 11, 2012

### Stipulation

The City of New Haven (hereinafter referred to as the “City”) and Local 3144, Council 4, AFSCME, AFL-CIO (hereinafter referred to as the “Union”) hereby agree to the following Stipulation which will establish a review mechanism for addressing reclassifications in a controlled, equitable and timely fashion:

(A) The parties shall immediately establish a Reclassification Review Committee consisting of two (2) persons from the Union appointed in writing by the President of Local 3144 and two persons (2) from the City appointed in writing by the Labor Relations Director. The Reclassification Review Committee shall meet as needed. A quorum shall consist of three (3) persons and a simple majority vote shall govern all matters brought before the Committee.

(B) Job Reclassification Criteria: A position within the scope of Local 3144 shall be considered for reclassification when an increase in duties and/or responsibilities of the employee holding said position or performing in said position in lieu of permanent appointment has been justified as described below:

(a) An Increase In Duties: When an employee is directed to permanently perform additional duties which are not included in the job description on file at the Personnel Office for the position the employee was appointed to.

(b) An Increase In Responsibilities: When the employee is directed to permanently perform additional responsibilities which increase accountability for work performed which is not included in the job description on file at the Personnel Office for the position the employee was appointed to.

If the increased duties and responsibilities are incidental in nature they shall be deemed to fall within the statement found in all City job descriptions which reads, “Performs Related Duties As Required” and not be considered as a measure for reclassification.

(c) The Reclassification Review Committee shall also have the authority to address pay inequities for specific jobs in which a job audit has been performed and a salary increase is recommended. Reclassification requests shall be reviewed in the chronological order submitted whenever practical and consideration of positions which have not been reclassified previously shall be considered prior to jobs which have been reclassified previously.

(C) The Reclassification Review Committee shall also have the authority to establish it’s own rules and regulations as it deems necessary.

Nothing prescribed herein shall prejudice the Unions right or the City’s obligations to negotiate over mandatory changes in job duties as specified in the MERA.



In witness whereof, the parties have caused their names to be signed on this \_\_\_\_ day of September, 2012.

City of New Haven

Local 3144, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_  
Marjan Mashhadi, Esq.  
Director of Labor Relations

By: \_\_\_\_\_  
Cherlyn Poindexter  
President

By: \_\_\_\_\_  
Thomas Fascio, Staff Representative  
AFSCME, Council 4

SCHEDULE A - Pension Provisions

ARTICLE I-- GENERAL INFORMATION

Section 1 - General Definitions

As used in this plan the following terms shall have the following meaning:

The Fund or said Fund means the City of New Haven, City Employees Retirement Fund;

The City or said City means the City of New Haven;

The Treasurer and the City/Town Clerk mean, respectively, such Board or Officer of said City;

Eligible employee means any General Fund full time employee, elected or appointed, of said City, except an employee receiving benefits from or eligible for participation in any of the other pension or retirement funds of the City or the State of Connecticut;

Full time employee means any permanent employee who works twenty (20) hours or more hours per week;

Member of said Fund means an eligible employee who contributes to said Fund, or who has qualified for a disability annuity or a retirement benefit by reason of age and service;

Conditional member means a terminated employee who has ceased to contribute to the Fund but who has retained eligibility rights for a deferred pension;

He or his means "he" or "she" or "his" or "her", as may be appropriate.

The pay of a member means all compensation for services, but shall not include allowance for a motor vehicle or other transportation.

Said Board or the Board means the Retirement Board created pursuant to the provisions of this plan.

Section 2 - Retirement Fund; Assets, Administration

There is established a Fund to be known as the "City of New Haven, City Employees Retirement Fund" for the benefit of the members as defined in this plan. Said Fund shall consist of:

- (1) All appropriations, gifts, or bequests made to the Fund from public or private sources for the purpose for which said Retirement Fund is established;
- (2) All contributions by participating members; and

(3) All assets of the Employees Retirement Fund of said City heretofore created by an Act approved April 28, 1937 and subsequent amendment thereof.

The Treasurer of said City shall be the Treasurer of said Fund. The Retirement Board shall be the trustee thereof, and have full control and management of all its securities and assets, with power to invest and reinvest the same in accordance with the provisions of the General Statutes governing the investment of Trust Funds. Said Board may, by written certificate, approved by the Board of Finance and accepted by the appointee and filed with the City/Town Clerk, appoint an incorporated bank or trust company doing business in said City as financial agent of said Board for such period as said Board may decide. Such appointee shall be, until otherwise ordered by said Board, the receiving and disbursing agent of said Board and said Fund. Said Board may turn over to such appointee the custody and possession of all or any part of the assets of said Fund to hold for and on account of said Board for such time as said Board may decide. For such services rendered by such Appointee reasonable compensation shall be approved by said Board and paid to such appointee out of income of said Fund. All annuities and all repayments under this plan, and under any amendments hereof, shall be paid from said Fund.

### Section 3 - Retirement Board

The Retirement Fund shall be administered by a Retirement Board of seven (7) members as follows: The Mayor and Controller of said City, ex officio, three (3) persons appointed by the Mayor, and two (2) members of the Fund nominated and elected by members of the Fund (no more than one of which at any time shall be from the same Collective Bargaining Unit). The terms of appointed members of the Retirement Board shall be three (3) years, beginning on January first, the terms of one expiring at the end of each year. The terms of elected members of the Retirement Board shall be three (3) years, beginning on January first, said terms running concurrently. A member of the Retirement Board shall serve until his successor is named and has qualified, and the Mayor shall make such appointments to the Retirement Board as may be necessary to fill vacancies occurring during the term, except a vacancy in the positions of member representatives which shall be filled by the members of the Fund. No member of the Retirement Board shall incur any liability for any act done or omitted in the exercise of his duty, except due to his own willful misconduct and/or lack of good faith. The Retirement Fund shall indemnify and hold harmless each member of the Retirement Board for any and all claims or liabilities asserted against him by reason of his status as a member of the Retirement Board, except those claims or liabilities occasioned by his own willful misconduct and/or lack of good faith.

The Retirement Board shall submit annually to the Board of Finance of the City of New Haven a schedule of estimated appropriations of money necessary for the administration of this plan; and shall receive, control, manage and expend according to the provisions of this plan all of said Fund, including any monies contributed by employees; and shall invest and reinvest all of said Fund in accordance with the provisions of the General Statutes governing trust funds. Said Board shall determine the eligibility of a member of the Retirement Fund and his rights under this act; shall make bylaws and regulations not inconsistent with law for the administration of this plan; shall hire and dismiss any employees necessary for the proper administration of this plan and fix their compensation and shall engage expert actuarial, legal, auditing, investment and medical service when, in the judgement of the Retirement Board, it shall be advisable.

### Section 4 - Payment By City

The City of New Haven shall pay to the Retirement Board such amounts to fund the benefits provided by this Article as shall be determined by the Retirement Board based on sound actuarial principles. For each fiscal year the City's payments shall be a percentage of the estimated total payroll of all participating

members of the Retirement Fund. The City's payment shall also include the total administrative and other expenses of the Retirement Fund for each year.

#### Section 5 - Annual Reports Of Retirement Board

The Retirement Board shall report annually to the Board of Aldermen of the City on the condition of the Retirement Fund.

#### Section 6 - Exemption Of Fund And Benefits From Taxation, Attachment, Execution, Etc.: Fund And Benefits Declared Unassignable

The right of any person under the provisions of this plan to any payment from said Fund, and said Fund itself, shall be exempt from any State, Municipal, transfer or inheritance tax and shall not be subject to attachment, garnishment or execution and shall be unassignable.

#### Section 7 - Limitations Of Actions

No action for any amount due under the provisions of this plan shall be brought but within two years after the right of action accrues. Any person legally incapable of bringing an action when the right accrues may sue at any time within two years next after he becomes legally capable to institute suit. All amounts not claimed within said period shall remain absolutely a part of said Fund.

#### Section 8 - Effect Of Workers Compensation

Any member receiving payments under the Worker's Compensation Act shall not, at the same time, receive an annuity provided by the Retirement Fund, except to the extent that such annuity for each month exceeds the Worker's Compensation benefit payable for the same month. If payment of an award or stipulation under the Worker's Compensation Act has been made and the time covered by such award or stipulation has ended, the member may thereafter receive annuities under the Retirement Fund to the extent that he is otherwise qualified to participate in the Retirement Fund at the time.

#### Section 9 - Accounts & Reserves

The Retirement Board shall maintain proper accounts and actuarial reserves for all benefits provided by this plan. These actuarial reserves shall include the following items:

- (1) A reserve to cover future payments on retirement annuities granted due to age and service;
- (2) A reserve to cover future payments on annuities granted due to disability;
- (3) A reserve to cover future payments of benefits granted to survivors; and
- (4) The balance representing the remainder of the accumulated contributions made by the members and by the City, to be held as a reserve for benefits accruing in future years in accordance with the provisions of this plan.

### Section 10 - Actuarial Valuation

A complete valuation shall be made periodically (but at least bi-annually) by a qualified actuary in order to determine the amount of the reserve prescribed in Section 9 of this Article and the City's contributions prescribed in Sections 2 and 4 of this Article.

### Section 11 - Membership Classification

When a member's status changes from one Bargaining Unit to another he will automatically become covered by the provisions of the Bargaining Unit which covers his new classification and his years of Credited Service will not be broken or diminished by reason of such change.

### Section 12 - Optional Transfer Of Pension Credits In Event A Member Changes To, Or From, Permanent Employment Covered By The Policemen And Firemen's Pension Fund

In the event of such change of employment within the City of New Haven the member can elect that the period of prior service for which he made contributions to the first Fund shall be included in determining the amount of his pension benefits under the second Fund to which he has transferred his participation. Such transfer of credits shall be contingent on a transfer of cash between the Funds equal to the actuarial reserve for his participating service in the first Fund, including both the employee's and the City's contributions therefor, and all rights to pension or other benefits under the first Fund will be terminated by such transfer.

### Section 13 - Miscellaneous

(a) In the event the Fund merges or consolidates with, or there is a transfer of assets or liabilities to any other Plan or Trust, each member would (if the Fund then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Fund had then terminated).

(b) Participation under the Fund will not give any member any right or claim except to the extent such right is specifically fixed under the terms of the Fund and there are funds available therefor.

(c) If the Fund is terminated or if there shall be a complete discontinuance of the contributions under the Fund, the assets held in the Fund available for payment after provision for payment of all expenses of final liquidation or termination shall be allocated pursuant to the direction of the Board on the basis of actuarial valuations to the extent of the sufficiency of such assets for the purpose of providing retirement benefits determined by the Fund to have accrued under the Fund to the date of termination of the Fund. The allocation of the available assets in the Fund shall be in the manner and order described in the following paragraphs. If the amounts available shall be insufficient for a complete allocation in accordance with any paragraph, such amounts shall be allocated in a uniform manner to all persons in the group mentioned in such paragraph and no allocation shall be made under any subsequent paragraph.

(1) First, toward the payment of that portion of a member's benefit earned to date derived from his contributions (after reduction for annuity payments), whether to the contributing members, their survivors or beneficiaries.

(2) Second, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits to all persons who were receiving benefits on the date of termination of the Fund and members remaining in the employ of the City who have reached their normal retirement date.

(3) Third, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits for members still in the service of the City who were eligible to retire on an early retirement date.

(4) Fourth, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide benefits earned to date by those members who have earned 10 years Credited Service (but are not identified in Paragraphs 2 or 3).

(5) Fifth, amounts then remaining shall be allocated to provide benefits for all members not provided for above.

Amounts allocated in accordance with (1) through (5) above, may be applied in the discretion of the Board to provide benefits through the purchase of paid up annuities on an individual or group basis, through allocation of reserves within the then existing Fund and/or under a separate trust instrument or through participation in any other retirement plan or by any combination of these media or other means.

ARTICLE II            PROVISIONS OF THE RETIREMENT PLAN APPLICABLE TO EMPLOYEES  
REPRESENTED BY MANAGEMENT UNION LOCAL 3144 OF THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

Section 1 - Definitions

As used in this Article, the following terms shall have the following meanings:

Management Union means all of those supervisory and professional employees of the City of New Haven for whom the Management Union or its successor has a legal obligation to represent, as specified from time to time by the Collective Bargaining Agreement between the City of New Haven and that Union.

Eligible employees holding positions under new classifications, which shall come under the category of Management Union covered employees in the future shall also accrue the terms and benefits of this Article.

Section 2 - Determination Of Contributions Of Participating Members

The rate of contributions shall be 8% of pay effective upon ratification; 9% of pay effective July 1, 2013; and 10% of pay effective July 1, 2014; said percentage to be deducted from each eligible participating member's pay and transmitted to said Board. Computation of the average rate for use in determining benefits under this Article shall be based on such member's basic rate of pay except that total earnings including overtime, if greater, will be used for any year when such member's contributions were based on such larger amount.

Section 3 - Provision For Refund Of Contributions Or Deferred Pensions For Members

Withdrawing From Service; Provision For Refund Of Contributions Upon  
Death Of Member With No Qualified Survivors; Recovery From Disability

Withdrawal of contributions of a member shall not be permitted except in the event of discontinuance of employment. In the event of such discontinuance, the Retirement Board shall pay, upon request, to the member or to his representative, designated or otherwise, an amount equal to his total contributions to the Retirement Fund. Even if no such request is made, in the event of such discontinuance before the member has earned ten (10) or more years of Credited Service, the Retirement Board, in its sole discretion, may pay to the member, or to his representative, designated or otherwise, an amount equal to his total contributions to the Retirement Fund.

In the event of such discontinuance after ten (10) or more years of Credited Service, and provided he does not qualify for greater benefits under the provisions of Section 6, any terminating member who does not request a refund of his contributions will be retained as a conditional member and will be eligible for a deferred pension commencing when he attains age sixty five (65) or upon such earlier date as may be elected by the member pursuant to Section 6 (g). Such deferred pension shall be for an amount determined as two percent (2%) of the conditional member's average rate of pay averaged over those five (5) years of service producing the highest average, for each year of Credited Service, subject to a maximum of seventy percent (70%) of such average rate of pay and reduced as provided in Section 6 (g), if applicable. Such conditional member and his survivors will not be eligible for any disability, survivorship or other benefits which are provided for non-conditional members by other Sections of this Article. Any changes in benefits and/or eligibility requirements for such benefits prescribed in this paragraph which are adopted after a conditional member has discontinued his employment with the City shall not apply to such conditional member.

In the event of a member's or a conditional member's death, the Retirement Board shall pay to his beneficiary, or to his estate if no named beneficiary is surviving, an amount equal to the excess, if any, of his total contributions over the total of any annuity payments made to him.

In the event that a member is survived by a widow, widower or child or children under age eighteen (18), the Retirement Board shall, in lieu of such repayment of contributions, pay the survivorship benefits provided in Section 8 of this Article. If the total benefit payments to such member and his surviving widow or widower and children shall be less than the amount of his total contributions, the amount of any excess shall be paid to the legal representative of the last survivor who received benefits.

A member whose disability benefits are terminated by reason of the member's recovery shall be entitled to the benefit of this Section, without regard to the amount of his Credited Service. Notwithstanding anything in this Section to the contrary, the Retirement Board shall not have the authority to pay any such member the amount of his total contributions to the Retirement Fund except upon such member's request.

#### Section 4 - Eligibility For Retirement

(a) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement according to the provisions of this Article at the age of sixty five (65) years (sixty [60] years if he became a participating member before July 1, 1974).

(b) Any member (a) the sum of whose age and years of Credited Service for the City equals or exceeds eighty (80), or (b) in the case of members with less than ten years of credited service (including new hires) upon ratification of this Agreement by BOA, equals or exceeds eighty-five (85) and is at least sixty-two (62) years of age, shall be eligible for retirement according to the provisions of this Article.

(c) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement on account of disability according to the provisions of Section 5.

(d) “Credited Service” for the purposes of this Article, shall mean that number of full and fractional years (calculated on a daily basis) with respect to which a member’s pay is reduced by the amounts provided in Section 2.

(e) Notwithstanding anything contained herein to the contrary, in the event a member separates from the City’s service and receives a refund of his contributions pursuant to Section 3, the member’s Credited Service shall include only those full and fractional years (calculated on a daily basis) occurring after the latest such refund, with respect to which the member’s pay is reduced by the amounts provided in Section 2, unless:

(1) The member, within six (6) months of his return to the City’s service, requests a reinstatement of his Prior Credited Service, if any;

(2) The members Prior Credited Service calculated as of the date of the latest refund exceeds the number of full and fractional years (calculated on a daily basis) falling between the date the member last separated from the City’s service and the date first following such separation on which the member contributed to the Fund pursuant to Section 2;

(3) The member repays the latest refund together with three percent (3%) interest compounded annually; and

(4) The member passes such medical examination as the Retirement Board, in its sole discretion, shall prescribe. The Retirement Board shall have the sole discretion to determine whether the member has passed such medical examinations, and its decision shall be final and conclusive on all parties.

In the event a member satisfies all of the foregoing conditions, his Credited Service shall consist of those full and fractional years (calculated on a daily basis) occurring after the latest such refund with respect to which the member’s pay is reduced by the amounts provided in Section 2 plus his Prior Credited Service.

For purposes of this Section, the term Prior Credited Service shall mean those full and fractional years (calculated on a daily basis) with respect to which the latest refund was made.

(f) “Credited Service” shall also include those full and fractional years (calculated on a daily basis) during which a member received a disability benefit, provided such member recovers from such disability, is rehired by the City and thereafter earns at least five (5) years of Credited Service.

#### Section 5 - Disability Annuities

Any member of the Retirement Fund who, after ten (10) years of Credited Service for the City, is permanently disabled from performing duties of the nature required by his job; or, irrespective of the duration of his employment, suffers such a disability which is shown to the satisfaction of the Board to have arisen out of or in the course of his employment by the City, as defined in the Worker’s Compensation Act, shall be entitled to an annuity in an amount determined in Section 6; provided satisfactory proof of such disability shall be submitted to the Retirement Board.

The Retirement Board shall cause examinations to be made by at least two (2) impartial medical examiners to initially verify the existence of such disability.

The Retirement Board may, from time to time, call for similar medical evidence that the member continues to be permanently disabled. Such member shall be required to submit himself to any medical examination requested by the Retirement Board. If the Retirement Board, upon competent medical evidence, concludes that the



disability for which the member is receiving an annuity no longer exists, such Board shall thereupon order a discontinuance of all such annuities payable to such member, effective on the date which is ninety (90) days after the Board concludes that the disability no longer exists. Each member whose benefits are terminated in accordance with this paragraph shall, regardless of the number of his years of Credited Service, thereafter be entitled to those benefits provided in the second paragraph of Section 3.

Disability annuity benefits shall be subject to the conditions set forth in Section 7.

#### Section 6 - Retirement And Disability Benefits

(a) For employees retiring by reason of age and service, pension benefits shall be calculated at a rate of two percent (2%) for the first twenty (20) years of credited service; three percent (3%) for each additional year of credited service after twenty (20) years. However, in no event shall the total amount of the pension benefit exceed a maximum of seventy percent (70%) of the employee's average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or seventy percent (70%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities.

(b) For employees retiring by reason of disability arising out of and in the course of employment as defined in the Worker's Compensation Act, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or seventy percent (70%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(c) For employees retiring by reason of disability arising after the completion of ten (10) years Credited Service which is not a result of any pre-existing medical condition at date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or seventy percent (70%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. Any pension payable by reason of such disability shall not be less than one-half of the member's annual rate of pay at the time of disability. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(d) For employees retiring by reason of disability arising after completion of ten (10) years of Credited Service which is a result of a pre-existing medical condition at the date of employment, provided such disability was not incurred as a result of any other gainful employment, the Retirement Board shall pay to each eligible member an annuity for life in an amount determined as two percent (2%) of the member's average annual rate of pay averaged over those five (5) years of service producing the highest average, for each year (or fraction) of Credited Service; provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average. Such annuity shall be paid monthly

at the rate of one-twelfth of the annual amount so determined. A minimum annual pension of two thousand dollars (\$2,000.00) or seventy percent (70%) of the employee's annual rate of pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities. This disability annuity benefit shall be subject to the conditions set forth in Section 7.

(e) Any elected official whose period in office expires or elected official or appointed official whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, or who resigns after completion of ten (10) years of service and upon attainment of the age of forty five (45) shall subsequently receive, commencing upon the attainment of the age of sixty (60) or upon qualification for disability annuity according to the provisions of this Article, an annuity for life equal to forty percent (40%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of such average annual rate of pay for each full year of service in excess of ten (10) years, provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average.

(f) Any member who is not eligible to receive a normal retirement or disability benefit under the provisions of this Section and who, after reaching the age of fifty five years and being a member of the Retirement Fund at the time, and after at least fifteen (15) years of Credited Service, is obligated to retire involuntarily from such service, which involuntary retirement is not due to malfeasance or misfeasance in office, shall receive an annual retirement benefit equal to forty percent (40%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of his average annual rate of pay averaged over those five (5) years of his service producing the highest average, for each full or fractional year of Credited Service in excess of fifteen (15) years but in no event more than fifty percent (50%) of his average annual rate of pay for said five (5) years of his service. This provision shall apply to any person retired on or after July 1, 1997, provided such person makes written application to the Retirement Board within one year after such involuntary retirement.

(g) Early retirement option: Any (i) active member, or (ii) conditional member having ten (10) or more years of Credited Service, or (iii) member whose disability benefits are terminated by reason of his recovery, may elect early retirement on any date which is ten (10) or fewer years prior to the date on which he would first become eligible for normal retirement as prescribed in subsections (a) or (b) of Section 4, or subsection (e) of this section 6, in the case of an active member; or would have become eligible for normal retirement as prescribed in subsection (a) of Section 4 in all other situations covered by this Section had he remained in the City's employ. In such event his annuity, as determined by subsection (a) of this Section or Section 3, as the case may be, shall be reduced in amount by (i) two (2%) percent, or (ii) three and one-half percent (3.5%) for members with less than ten (10) years of service (including new hires) upon ratification by the Board of Aldermen, for each full year by which his early retirement date precedes the earliest eligibility date for normal retirement as prescribed in subsections (a) or (b) of Section 4, in the case of an active member, or subsection (a) of Section 4 in all other situations covered by this Section, with a further proportionate reduction for any fraction of a year.

#### Section 7 - Additional Conditions For All Disability Annuities

Any disability annuity which is approved by the Retirement Board shall be subject to adjustment on account of the member's earnings from employment or self-employment of any kind, and his pension shall be discontinued unless he files with the Retirement Board annually before April 30th, a sworn statement of such earnings for the preceding calendar year as shown in his federal income tax return. The reduction in his disability annuity shall equal fifty (50%) percent of any excess of his earnings in the preceding calendar year over six thousand eight hundred dollars (\$6,800.00), but in no event shall such reduction exceed the amount of disability annuity paid for

the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled member attains the age of sixty five. For any one of these members whose period of credited membership shall have commenced after his fortieth birthday, the amount payable as a disability annuity (before adjustment for earnings) shall be limited to a percentage of his annual rate of pay at the time of disability; this percentage is to be determined by multiplying two percent (2%) by the number of years of membership which he could have accumulated up to his sixty fifth birthday if he were able to continue his employment for the City until that date.

#### Section 8 - Survivorship Benefits

(a) Upon the death of a member who has participated in the Retirement Fund for a period of not less than six (6) months or who had been retired by reason of age and service, or by reason of disability, there shall be paid to or on account of his surviving child or children under eighteen years of age, and to his widow or widower, monthly benefits consistent with the following table:

MONTHLY BENEFIT						
			Widow Or			
		Widow Or	Widower			
Average	Widow Or	Widower	And Two			Three Or
Annual	Widower	And One	Or More		Two	More
Pay	Only	Child	Children	One Child	Children	Children
7\$2,400	\$130	\$200	\$200	\$70	\$140	\$200
3,000	140	225	250	85	170	250
3,600	150	250	300	100	200	300
4,200	160	270	320	110	220	320
4,800	170	290	340	120	240	340
5,400	180	310	360	130	260	360
6,000	190	330	380	140	280	380
6,600	195	345	400	150	300	400
7,200	200	360	420	160	320	420
7,800	200	370	440	170	340	440
8,400	200	375	460	175	350	460
9,000	200	380	480	180	360	480
9,600	205	390	500	185	370	500
10,200	210	400	525	190	380	525
10,800	215	410	550	195	390	550
11,400	220	420	575	200	400	575
12,000	225	430	600	205	410	600
12,600	230	440	625	210	420	625
13,200	235	450	650	215	430	650
13,800	240	460	675	220	440	675
14,400	245	470	700	225	450	700
15,000	250	480	725	230	460	725
15,600	255	490	750	235	470	750
16,200	260	500	775	240	480	775
16,800	265	510	800	245	490	800

In the event that payments are made pursuant to this Section to surviving children under eighteen years of age who are represented by more than one legal guardian, such payments shall be apportioned among such guardians in proportion to the number of children represented by each guardian, respectively.

(b) "Average Annual Pay" as used in computing survivorship benefits shall mean the average annual rate of pay received by the deceased member averaged over those five (5) years of service producing the highest average, or the duration of such service if less than five (5) years, subject to a maximum of sixteen thousand and eight hundred dollars (\$16,800.00) for such average annual pay.

(c) Upon the death of a member who has completed ten (10) years of Credited Service for the City or who has qualified for a disability annuity or a retirement benefit by reason of age and service, a minimum monthly benefit will be paid to his qualified survivors if greater than the amount determined from the benefit table above. Said minimum monthly benefit shall be equal to fifty percent (50%) of the amount of the monthly annuity to which the member would have been entitled if he had been permanently disabled on the date of his death, or fifty percent (50%) of the amount of his actual monthly annuity in the case of a member who has been receiving retirement or disability benefits from the Fund.

(d) In order to qualify for benefits under this Section a widow or widower must have been married to the deceased member at the time of his death and if such member had been retired due to age and service or disability must have been married to him at the time of retirement. Proof of dates of birth of the children must be submitted before payments of benefits under this Section.

(e) These benefits in Section 8 shall no longer apply should such widow or widower remarry. In such cases he/she shall receive only such benefits as are payable to his/her children alone.

(f) For any employee who dies while still employed, the widow benefit shall be calculated by treating said deceased employee as if they had retired on the date of death and then giving the widow or widower 50% of what the pension would have been.

#### Section 9 - Requirements For Participation

(a) Any person who becomes an eligible employee of the City shall be required to participate in the Retirement Fund; provided no person who becomes an eligible employee on or after his sixtieth (60) birthday may participate in the Retirement Fund.

(b) Each eligible employee shall, upon entering service, submit to such medical examinations as the Retirement Board shall by regulation or by law provide in order to determine whether the eligible employee is then permanently disabled from performing duties of the nature required by his job and for use by the Retirement Board in evaluating future claims for disability. In the event any such employee refuses to submit to any such medical examination he shall bear the burden of proving by clear and convincing evidence that he is entitled to a disability benefit.

#### Section 10 - Benefits For Periods Of Military Service

In determining benefits under Sections 6 and 7, credit shall be given for periods of military service in World War II, the Korean War or the Vietnam War subject to the following conditions: Any member who, after October 15, 1940, entered any branch of the armed forces of the United States or any service auxiliary thereto, or any civil emergency defense employment pursuant to requisition by the Federal or State Government, or any member who shall enter such services while the United States is at war, and who has been or shall be re-employed by the City within six (6) months after the termination of such military service, shall qualify for credit for his period of military service, provided he resumes his participation in the Retirement Fund, with an effective date antedating his entry into such service.

#### Section 11 - Preservation Of Benefits Paid Under Previous Acts

The provisions of this Article shall not affect the benefits already in course of payment in accordance with the provisions of previous acts.

## Section 12 - Future Cost-Of-Living Adjustments

Annually on each July 1, the monthly payments on those service annuities, disability annuities and survivors benefits on which at least eighteen (18) monthly payments have been made will be increased, or decreased, for changes in the cost-of-living as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, (CPI-W). For this purpose the Retirement Board will determine an adjustment percentage for each July 1, by relating such index for the full calendar year prior to such July 1 to that for the next preceding full calendar year, but such adjustment percentage shall be limited to a maximum of one hundred three percent (103%) and to a minimum of ninety seven percent (97%); further, no adjustment will be made where increase or decrease for the year is less than one-quarter (1/4) of one percent. However, the monthly benefit originally provided for a retired member or for a survivor shall never be reduced because of the accumulative effect of all cost-of-living adjustments. Notwithstanding the foregoing, the adjustment percentage shall be limited to a maximum of 102% and a minimum of 98% for any members (including new hires) who do not have at least twenty (20) years of service as of ratification of this Agreement by the Board of Aldermen; further, the maximum aggregate lifetime increase shall not exceed twenty percent (20%) for employees with fewer than twenty years of service (including new hires) as of ratification of this Agreement by the Board of Aldermen.

Upon retirement, a member may elect to forego the benefits provided by this Section in exchange for a buyout of all future cost of living adjustments (COLAs) at the rate of forty percent (40%) of the actuarial value of the benefits.

**APPENDIX I - LOCAL 3144 SALARY SCHEDULE FISCAL YEAR 10/11  
YEAR 1 – 0%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	23,736	24,958	26,180	27,590	28,995	30,524	32,114	33,707	35,374	38,484
<b>2</b>	26,059	27,404	28,752	30,280	31,869	33,521	35,241	36,951	38,778	42,027
<b>3</b>	28,692	30,156	31,750	33,340	35,054	36,889	38,723	40,555	42,568	45,969
<b>4</b>	31,629	33,281	34,928	36,768	38,906	40,682	42,761	44,840	47,059	50,642
<b>5</b>	34,748	36,522	38,419	40,377	42,456	44,661	46,858	49,185	51,619	56,809
<b>6</b>	38,169	40,131	42,090	44,288	46,492	48,938	51,386	53,833	56,498	60,462
<b>7</b>	41,844	43,984	46,246	48,694	51,142	53,588	56,522	59,460	62,404	66,609
<b>8</b>	46,123	48,574	51,022	53,466	56,401	59,337	62,767	66,252	69,533	74,024
<b>9</b>	50,594	53,161	55,913	58,786	61,846	65,026	68,395	71,753	75,311	80,032
<b>10</b>	55,850	58,786	61,724	65,151	68,330	71,753	76,847	79,099	83,013	88,050
<b>11</b>	61,419	64,601	68,026	71,207	74,878	78,793	82,710	86,623	90,908	96,268
<b>12</b>	67,414	70,839	74,509	78,181	82,340	86,744	91,150	95,552	100,281	106,021
<b>13</b>	74,265	78,060	82,095	86,255	90,662	95,311	99,958	104,608	109,784	115,907
<b>14</b>	81,362	85,519	89,922	94,574	98,857	104,608	109,989	115,370	121,082	127,664
<b>15</b>	89,377	93,964	98,856	103,994	109,378	116,478	122,286	125,772	132,002	139,021
<b>16</b>	91,647	96,691	102,011	107,617	113,539	119,783	126,857	133,322	139,921	147,263

**APPENDIX II - LOCAL 3144 SALARY SCHEDULE FISCAL YEAR 11/12  
YEAR 2 – 0%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	23,736	24,958	26,180	27,590	28,995	30,524	32,114	33,707	35,374	38,484
<b>2</b>	26,059	27,404	28,752	30,280	31,869	33,521	35,241	36,951	38,778	42,027
<b>3</b>	28,692	30,156	31,750	33,340	35,054	36,889	38,723	40,555	42,568	45,969
<b>4</b>	31,629	33,281	34,928	36,768	38,906	40,682	42,761	44,840	47,059	50,642
<b>5</b>	34,748	36,522	38,419	40,377	42,456	44,661	46,858	49,185	51,619	56,809
<b>6</b>	38,169	40,131	42,090	44,288	46,492	48,938	51,386	53,833	56,498	60,462
<b>7</b>	41,844	43,984	46,246	48,694	51,142	53,588	56,522	59,460	62,404	66,609
<b>8</b>	46,123	48,574	51,022	53,466	56,401	59,337	62,767	66,252	69,533	74,024
<b>9</b>	50,594	53,161	55,913	58,786	61,846	65,026	68,395	71,753	75,311	80,032
<b>10</b>	55,850	58,786	61,724	65,151	68,330	71,753	76,847	79,099	83,013	88,050
<b>11</b>	61,419	64,601	68,026	71,207	74,878	78,793	82,710	86,623	90,908	96,268
<b>12</b>	67,414	70,839	74,509	78,181	82,340	86,744	91,150	95,552	100,281	106,021
<b>13</b>	74,265	78,060	82,095	86,255	90,662	95,311	99,958	104,608	109,784	115,907
<b>14</b>	81,362	85,519	89,922	94,574	98,857	104,608	109,989	115,370	121,082	127,664
<b>15</b>	89,377	93,964	98,856	103,994	109,378	116,478	122,286	125,772	132,002	139,021
<b>16</b>	91,647	96,691	102,011	107,617	113,539	119,783	126,857	133,322	139,921	147,263



**APPENDIX III - LOCAL 3144 SALARY SCHEDULE FISCAL YEAR 12/13  
YEAR 3 - 2.5%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	24,329	25,582	26,835	28,280	29,720	31,287	32,917	34,550	36,258	39,446
<b>2</b>	26,710	28,089	29,471	31,037	32,666	34,359	36,122	37,875	39,747	43,078
<b>3</b>	29,409	30,910	32,544	34,174	35,930	37,811	39,691	41,569	43,632	47,118
<b>4</b>	32,420	34,113	35,801	37,687	39,879	41,699	43,830	45,961	48,235	51,908
<b>5</b>	35,617	37,435	39,379	41,386	43,517	45,778	48,029	50,415	52,909	58,229
<b>6</b>	39,123	41,134	43,142	45,395	47,654	50,161	52,671	55,179	57,910	61,974
<b>7</b>	42,890	45,084	47,402	49,911	52,421	54,928	57,935	60,947	63,964	68,274
<b>8</b>	47,276	49,788	52,298	54,803	57,811	60,820	64,336	67,908	71,271	75,875
<b>9</b>	51,859	54,490	57,311	60,256	63,392	66,652	70,105	73,547	77,194	82,033
<b>10</b>	57,246	60,256	63,267	66,780	70,038	73,547	78,768	81,076	85,088	90,251
<b>11</b>	62,954	66,216	69,727	72,987	76,750	80,763	84,778	88,789	93,181	98,675
<b>12</b>	69,099	72,610	76,372	80,136	84,399	88,913	93,429	97,941	102,788	108,672
<b>13</b>	76,122	80,012	84,147	88,411	92,929	97,694	102,457	107,223	112,529	118,805
<b>14</b>	83,396	87,657	92,170	96,938	101,328	107,223	112,739	118,254	124,109	130,856
<b>15</b>	91,611	96,313	101,327	106,594	112,112	119,390	125,343	128,916	135,302	142,497
<b>16</b>	93,938	99,108	104,561	110,307	116,377	122,778	130,028	136,655	143,419	150,945

**APPENDIX IV - LOCAL 3144 SALARY SCHEDULE FISCAL YEAR 13/14**  
**YEAR 4 - 2%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	24,816	26,094	27,372	28,846	30,314	31,913	33,575	35,241	36,983	40,235
<b>2</b>	27,244	28,651	30,060	31,658	33,319	35,046	36,844	38,633	40,542	43,940
<b>3</b>	29,997	31,528	33,195	34,857	36,649	38,567	40,485	42,400	44,505	48,060
<b>4</b>	33,068	34,795	36,517	38,441	40,677	42,533	44,707	46,880	49,200	52,946
<b>5</b>	36,329	38,184	40,167	42,214	44,387	46,694	48,990	51,423	53,967	59,394
<b>6</b>	39,905	41,957	44,005	46,303	48,607	51,164	53,724	56,283	59,068	63,213
<b>7</b>	43,748	45,986	48,350	50,909	53,469	56,027	59,094	62,166	65,243	69,639
<b>8</b>	48,222	50,784	53,344	55,899	58,967	62,036	65,623	69,266	72,696	77,393
<b>9</b>	52,896	55,580	58,457	61,461	64,660	67,985	71,507	75,018	78,738	83,674
<b>10</b>	58,391	61,461	64,532	68,116	71,439	75,018	80,343	82,698	86,790	92,056
<b>11</b>	64,213	67,540	71,122	74,447	78,285	82,378	86,474	90,565	95,045	100,649
<b>12</b>	70,481	74,062	77,899	81,739	86,087	90,691	95,298	99,900	104,844	110,845
<b>13</b>	77,644	81,612	85,830	90,179	94,788	99,648	104,506	109,367	114,780	121,181
<b>14</b>	85,064	89,410	94,013	98,877	103,355	109,367	114,994	120,619	126,591	133,473
<b>15</b>	93,443	98,239	103,354	108,726	114,354	121,778	127,850	131,494	138,008	145,347
<b>16</b>	95,817	101,090	106,652	112,513	118,705	125,234	132,629	139,388	146,287	153,964

**APPENDIX V - LOCAL 3144 SALARY SCHEDULE FISCAL YEAR 14/15**

**YEAR 5 - 2%**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
<b>1</b>	25,312	26,616	27,919	29,423	30,920	32,551	34,247	35,946	37,723	41,040
<b>2</b>	27,789	29,224	30,661	32,291	33,985	35,747	37,581	39,406	41,353	44,819
<b>3</b>	30,597	32,159	33,859	35,554	37,382	39,338	41,295	43,248	45,395	49,021
<b>4</b>	33,729	35,491	37,247	39,210	41,491	43,384	45,601	47,818	50,184	54,005
<b>5</b>	37,056	38,948	40,970	43,058	45,275	47,628	49,970	52,451	55,046	60,582
<b>6</b>	40,703	42,796	44,885	47,229	49,579	52,187	54,798	57,409	60,249	64,477
<b>7</b>	44,623	46,906	49,317	51,927	54,538	57,148	60,276	63,409	66,548	71,032
<b>8</b>	49,186	51,800	54,411	57,017	60,146	63,277	66,935	70,651	74,150	78,941
<b>9</b>	53,954	56,692	59,626	62,690	65,953	69,345	72,937	76,518	80,313	85,347
<b>10</b>	59,559	62,690	65,823	69,478	72,868	76,518	81,950	84,352	88,526	93,897
<b>11</b>	65,497	68,891	72,544	75,936	79,851	84,026	88,203	92,376	96,946	102,662
<b>12</b>	71,891	75,543	79,457	83,374	87,809	92,505	97,204	101,898	106,941	113,062
<b>13</b>	79,197	83,244	87,547	91,983	96,684	101,641	106,596	111,554	117,076	123,605
<b>14</b>	86,765	91,198	95,893	100,855	105,422	111,554	117,294	123,031	129,123	136,142
<b>15</b>	95,312	100,204	105,421	110,901	116,641	124,214	130,407	134,124	140,768	148,254
<b>16</b>	97,733	103,112	108,785	114,763	121,079	127,739	135,282	142,176	149,213	157,043

**Classification List – Appendix VI**

<b>Classification</b>	<b>Range</b>
ACCOUNTANT I	05
ACCOUNTANT II	06
ACCOUNTANT IV	08
ACCOUNTING MANAGER	08
ACQUISITION/DISPOSITION COORDINATOR	08
ADMINISTRATIVE ANALYST II BOE	06
ADMINISTRATIVE ASSISTANT I (10 Month / 12 Month)	04
ADMINISTRATIVE ASSISTANT II	06
ADMINISTRATIVE RECORDS COORDINATOR/BOARD OF ALDERMEN	06
AIDS PREVENTION OUTREACH WORKER	07
AQUACULTURE TECHNICIAN 12 MO	07
ARCHITECT CAPITAL PROJECT COORDINATOR	11
ASSISTANT CITY ENGINEER	14
ASSISTANT BUILDING INSPECTOR	06
ASSISTANT DIRECTOR OF COMPREHENSIVE PLANNING	11
ASSISTANT PARENT INVOLVEMENT COORDINATOR 12 MO	05
ASSISTANT PARKS SUPERINTENDENT	07
ASSISTANT PLUMBING INSPECTOR	06
ASSISTANT DROPOUT&TRUANCY PREVENTION COORDINATOR	09
ASSOCIATE DIRECTOR	05
AUDITOR II	04
AUDITOR III	09
BACK TAX INVESTIGATOR	06
BUILDING PLANS EXAMINER	07
CADD TECHNICIAN	07
CAFETERIA MANAGER I BOE	07
CAREER SERVICE OFFICE COORDINATOR	08
CDBG FINANCIAL ANALYST/AUDITOR	08
CDBG MONITOR GRANTS AUDITOR	08
CENTRAL OFFICE BUSINESS DIRECTOR	12
CHIEF ACCOUNTANT	11
CHIEF AUDITOR	11
CHIEF CIVIL ENGINEER	12
CHIEF FISCAL OFFICER	10
CHIEF LANDSCAPE ARCHITECT	10
CHIEF OF OPERATIONS	10
CHIEF PAYROLL AUDITOR BOE	08
CHIEF STRUCTURAL ENGINEER	12
CHIEF SCHOOL CROSSING GUARD	04
CIRCULATION SUPERVISOR	09
CITIZEN RESPONSE ADMINISTRATOR	07
COLLECTIONS CLERK SUPERVISOR	06
COMM SCHOOL BLDG LEADER	05
COMMUNITY LIASON TRAINER	08

COMMUNITY OUTREACH COORDINATOR	06
COMPUTER LAB TECH/COORDINATOR 10 MO & 12 MO	08
COMPUTER PROGRAMMING ASSISTANT	08
CONTRACT ANALYST	07
CONTRACT COMPLIANCE DIRECTOR	07
COORDINATOR OF EDUCATION TECHNOLOGY	12
COORDINATOR FOR YOUTH @ WORK	10
DATA CENTER WORK SUPERVISOR	07
DATA PROCESSING MANAGER	11
DEMOLITION OFFICER	08
DEPUTY DIRECTOR EMERGENCY MANGEMENT/OPERATION	11
DEPUTY DIRECTOR EMERGENCY MANAGEMENT/PLANNING	11
DEPUTY DIRECTOR PUBLIC SAFETY COMMUNICATIONS	10
DEPUTY ADMINISTRATIVE OFFICER	13
DEPUTY BUILDING INSPECTOR	08
DEPUTY CITY TOWN CLERK	10
DEPUTY DIRECTOR HRA/HUMAN SERVICES	13
DEPUTY DIRECTOR CHILDREN & FAMILY SERVICES	09
DEPUTY DIRECTOR ECONOMIC DEVEL	11
DEPUTY DIRECTOR SENIOR LOAN OFFICE	11
DEPUTY DIRECTOR ADMINISTRATIVE SERVICE	11
DEPUTY DIRECTOR PROPERTY DIVISION	11
DEPUTY DIRECTOR ZONING	11
DEPUTY DIRECTOR/PARK & SQUARES	10
DEPUTY DIRECTOR/RECREATION	10
DEPUTY ECONOMIC DEVELOPMENT ADMINISTRATOR	13
DEPUTY HOUSING CODE ENFORCEMENT	11
DEPUTY INFORMATION TECHNOLOGY MANAGER	10
DEPUTY TAX COLLECTOR	09
DEPUTY/ASSISTANT ASSESSOR	10
DIR PERSONS WITH DISABILITIES	12
DIRECTOR	10
DIRECTOR OF COMMUNICATIONS BOE	11
DISTRICT SUPERVISOR-CUSTODIAL	10
DRUG EDUCATION PREVENTION WORKER	08
ECONOMIC DEVELOPMENT OFFICER/BUSINESS SERVICES	08
ELDERLY SERVICES SPECIALIST	06
ELECTRICAL INSPECTOR	07
EPIDEMIOLOGIST	10
EQUAL OPPORTUNITY EXECUTIVE DIRECTOR	12
EVENING SECURITY WORKER I	07
EVENTS PROJECT COORDINATOR	08
EXECUTIVE ASSISTANT TO PARK DIRECTOR	10
EXECUTIVE ASSISTANT TO CORPORATION COUNSEL	10
EXECUTIVE ADMINISTRATIVE ASSISTANT	07
EXTENDED SCHOOL HOURS PROGRAM COORDINATOR	05
FACILITIES MANAGER/FIELDHOUSE	10

FACILITY ASSET MANAGER	10
FAMILY LITERACY COORDINATOR	04
FINANCIAL ADMINISTRATIVE ASSISTANT	05
FINANCIAL ANALYST/BUSINESS MANAGER	11
FINANCIAL MANAGER	09
FISCAL ACCOUNTS SPECIALIST BOE	03
FISCAL ANALYST	08
FISCAL OFFICER	08
GEOGRAPHICAL INFORMATION SYSTEM ANALYST	07
GRANTS ADMINISTRATOR & CONTRACT COORDINATOR	07
GRANTS MANAGER BOE	12
HEALTH CLINICS COORDINATOR BOE	13
HEALTH COORDINATOR BOE-SBHC	08
HEALTH COORDINATOR BOE-HEAD ST	08
HEALTH EDUCATION AIDE	07
HEALTH PROGRAMS DIRECTOR	11
HELPDESK ANALYST SUPERVISOR	08
HIV CASE MANAGER 4	09
HORTICULTURE SUPERVISOR	06
IMMUNIZATION SUPERVISOR	07
INFORMATION TECHNOLOGY MANAGER	11
LEGAL ASSISTANT II	07
LEGAL EXECUTIVE SECRETARY	07
LEGISLATIVE AIDE II	07
LEGISLATIVE ASSISTANT	07
LEGISLATIVE SERVICES EXECUTIVE ASSISTANT	08
LEGISLATIVE TRANSCRIBER	06
LIAISON CODE OFFICER	07
LIBRARIAN BRANCH MANAGER	10
LIBRARIAN II	07
LIBRARIAN III	08
LIBRARIAN IV	11
LIBRARIAN V	12
LIBRARY BUILDING SUPERINTENDENT	09
MACHO FIELD SUPERVISOR	06
MANAGEMENT & POLICY ANALYST	08
MANAGEMENT ANALYST I	05
MANAGEMENT ANALYST II	06
MANAGEMENT ANALYST III	07
MANAGEMENT ANALYST IV	08
MANAGEMENT INFORMATION SPECIALIST	07
MANAGER COMMUNITY DEVELOPMENT	08
MCH DIVISION DIRECTOR	11
MECHANICAL ENGINEER	11
NEIGHBORHOOD SPECIALIST	08
NETWORK ADMINISTRATOR	09
OFFICE MANAGER	07

OPERATIONS SUPERVISOR-ACCOUNTS PAYABLE	05
OUTDOOR ADVENTURE COORDINATOR	08
OUTREACH WORKER	06
PARALEGAL	07
PARENT INVOLVEMENT COORDINATOR	08
PARK RANGER	08
PARK RANGER - RIVER KEEPER	08
PARKING ENFORCEMENT FIELD SUPERVISOR	06
PARKING METER SUPERVISOR	07
PAYROLL SUPERVISOR	13
PAYROLL/BENEFIT AUDITOR	08
PEDIATRIC NURSE PRACTITIONER	07
PERSONAL COMPUTER SUPPORT TECH	08
PLANNER II	07
PLANNER II/CD	07
PLUMBING INSPECTOR	07
PRE EMPLOYMENT TRAINING INSTRUCTOR	06
PROCUREMENT ANALYST	07
PROGRAM COORDINATOR	07
PROGRAM DIRECTOR-ENVIRONMENTAL HEALTH	11
PROGRAM FACILITATOR	06
PROGRAM MANAGER (LCI)	06
PROGRAMMER ANALYST	08
PROJECT COORDINATOR	08
PROJECT COORDINATOR	11
PROJECT DIRECTOR RYAN WHITE	10
PROJECT DIRECTOR BOE HEAD START	11
PROJECT DIRECTOR BOE EARLY CHILDHOOD LEARNING CENTER	11
PROJECT DIRECTOR HEALTH DEPT	09
PROJECT LEADER	09
PROJECT LEADER - BOE	09
PROJECT MANAGER	10
PROJECT MANAGER	08
PROJECT MANAGER (LCI)	08
PROPERTY APPRAISER / ASSESSOR	08
PUBLIC HEALTH EMERGENCY RESPONSE COORDINATOR	09
PUBLIC EDUCATION ADVOCATE	06
PUBLIC INFORMATION OFFICER LIBRARY	09
PUBLIC LIABILITY INVESTIGATOR	06
PUBLIC WORKS SUPERV/FOREPERSON	06
PURCHASING AGENT	12
PURCHASING CONTRACT ANALYST	07
REAL ESTATE ASSESSOR	10
RECEIVABLES COLLECTOR	08
RECREATION PROGRAM SUPERVISOR	08
REGISTRAR OF VITAL STATISTICS	11
RELOCATION SPECIALIST BILINGUAL	06

RISK MANAGEMENT PROGRAM COORDINATOR	10
SBHC CLINICAL SOCIAL WORKER BOE 10	07
SCHOOL BUSINESS MANAGER-10 MO & 12 MO	06
SCHOOL READINESS COORDINATOR	08
SCHOOL SECURITY WORKER I	07
SEALER OF WEIGHTS & MEASURES	10
SECURITY ANALYST II	08
SENIOR ACCOUNTANT	09
SENIOR LEGISLATIVE ASSISTANT	08
SENIOR PROJECT PLANNER	12
SIGNS AND MARKINGS LEADER	07
SITE COORDINATOR	05
SITE EQUIPMENT RESOURCE MANAGER	07
SOCIAL SERVICES COORDINATOR	08
SPECIAL ASSISTANT TO DIRECTOR OF HEALTH	10
SPECIAL PROJECTS COORDINATOR/FOOD	08
STUDENT INFORMATION ANALYST	07
SUPERINTENDENT/POLICE VEHICLES	09
SUPERVISING LIBRARIAN	09
SUPERVISOR BUILDING FACILITIES	07
SUPERVISOR OF MANAGEMENT SERVICES	11
SUPERVISOR PROPERTY MANAGEMENT	07
SUPPORT SERVICES COORDINATOR	07
SUPERVISOR CONSTRUCTION RESOURCE	10
SUPERVISOR PUBLIC LIABILITY INSPECTOR	10
SYSTEMS ADMINISTRATOR	09
TAX COLLECTOR	11
TECHNICAL COMPLIANCE OFFICER	07
TITLE SEARCHER	04
TRAFFIC OPERATIONS ENGINEER	10
TRAFFIC PROJECTS ENGINEER	10
TRAFFIC SIGNAL SUPERINTENDENT	07
TRANSITION TO WORK COORDINATOR	10
TREASURY & INVESTMENT ANALYST	08
URBAN FORESTER	07
UTILIZATION MONITOR	07
WEB DESIGNER	08
WORKERS COMPENSATION SUPERVISOR	10
YOUTH @ WORK PROGRAM MANAGER	07
YOUTH DEVELOPMENT COORDINATOR	08



City of New Haven  
And  
Local 3144, Council 4,  
AFSCME, AFL-CIO

[MOU #1]  
**RE: Memorandum of Understanding  
Definitions of Acting Pay & Differential  
Pay (Amended)**

**December 13, 2011  
(Replaces that of April 16, 2008)**

**AMENDED  
MEMORANDUM OF UNDERSTANDING**

The City of New Haven and Local 3144, AFSCME, AFL-CIO have met regarding the issue of an employee being temporarily assigned to a job outside of his/her current classification. The determination between whether an assignment would require either acting pay or a pay differential has been discussed and the following definitions have been discussed and agreed to by the parties:

Acting Pay:

An employee who is assigned to act “in the capacity of” someone in a higher classification shall receive either the salary of the position for which they are acting, or another sum to be negotiated between the appointing authority and the employee/union. The employee, in essence, abandons his or her position to assume the full-time duties and responsibilities of the acting position. All benefits (holiday pay, sick pay, etc.) are paid at the rate of the acting salary. Acting pay may only be conferred by the Mayor or requested by a Coordinator. In the case of a Coordinator requesting acting pay the request must be approved by Labor Relations and signed by both the Union and Labor Relations.

The only positions which a Coordinator may request Acting Pay are as follows:

Assessor  
Registrar of Vital Statistics;  
Tax Collector;  
Director (head) of IT;  
Sealer of Weights and Measures;  
Purchasing Agent;  
Payroll and Pension Supervisor;  
Chief Accountant;  
Deputy CAO.

Differential Pay:

An employee who temporarily assumes additional duties of another position, in addition to continuing their own duties and responsibilities, would receive a pay differential. The amount of the pay differential is dictated by the hourly rate and is outlined in the September 13, 2006 stipulation (attached hereto for reference). A pay differential request would be forwarded by the Department Head to Labor Relations for approval prior to implementation. The pay differential is paid only for hours actually worked, and any time off (vacation, holiday, sick pay) is paid at the employee's regular salary.

City of New Haven

Local 3144, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_ /s/  
Marjan Mashhadi, Esq.  
Director of Labor Relations

By: \_\_\_\_\_ /s/  
Cherlyn Poindexter  
President

City of New Haven

And

Local 3144, Council 4,  
AFSCME, AFL-CIO

RE: MEMORANDUM OF UNDERSTANDING [MOU #2]

**Evening Hours for Parking Enforcement Field Supervisor, Department of Transportation, Traffic & Parking**

**August 19, 2011**

**MEMORANDUM OF UNDERSTANDING**

WHEREAS, The City of New Haven (hereinafter the “City”) and Local 3144, Council 4, AFSCME, AFL-CIO (hereinafter the “Unions”) are parties to a collective bargaining agreement;

WHEREAS, The parties met to discuss the above referenced matter and have agreed to the terms for establishing a second shift (evening hours) for a full time Parking Enforcement Field Supervisor as outlined below;

NOW, THEREFORE, The parties have agreed as follows:

1. The parties agree that the City of New Haven shall have the discretion to establish an second shift for a full time Parking Enforcement Field Supervisor in the Department of Transportation, Traffic & Parking;
2. Such shift shall be scheduled for Tuesday through Saturday, from 1 pm to 9 pm;
3. The parties agree that the senior Parking Enforcement Field Supervisor, Velisha Cloud at this time, shall have the first right of refusal to said shift when it is offered. If Ms. Cloud elects the second shift, she shall not have the ability to return to the day shift unless said change is bargained or the day shift becomes vacated.
4. This Memorandum of Understanding shall constitute a full and final settlement of this matter; and
5. This Memorandum of Understanding represents a mutually complete, final and binding resolution in its entirety of any and all issues relating to this instant matter and shall act as a complete bar from any other proceedings, pending or implied, in any other forum, provided the terms and conditions set forth herein are met.

In witness whereof, the parties have caused their names to be signed on this 19<sup>th</sup> day of August 2011.

City of New Haven

Local 3144, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_ /s/  
Craig L. Manemeit  
Director of Labor Relations

By: \_\_\_\_\_ /s/  
Cherlyn Poindexter  
President

**City of New Haven  
And  
Local 3144, Council 4  
AFSCME, AFL-CIO**

**RE: District Custodial Supervisors  
Board of Education [MOU #6]**

**June 18, 2009**

SETTLEMENT AGREEMENT

WHEREAS, The City of New Haven (hereinafter referred to as the “City”) and Local 3144, Council 4, AFSCME, AFL-CIO (hereinafter referred to as “the Union”) are Parties to a Collective Bargaining Agreement;

WHEREAS, The parties had a dispute over the subcontracting by an outside management company at the Board of Education;

WHEREAS, The Union filed a Municipal Prohibited Practice complaint against the City (MPP Case # 27,527) with the SBLR; and

WHEREAS, The parties have reviewed this matter and have decided to enter into this settlement agreement as a full and final resolution of all issues surrounding the complaint.

NOW, THEREFORE, The City and the Union hereby agree to the following:

1. The Union shall allow the City/Board of Education to subcontract Local 3144 work associated with the custodial and maintenance functions of the Board, which shall include but shall not be limited to, the direct supervision of custodial employees;
2. The Board shall not layoff any of the following individuals holding the position of District Custodial Supervisor for so long as the Board remains in a contractual relationship with *any* outside management company:
  1. John Julianelle – DOH – 10/10/84;
  2. James Bianchi – DOH – 10/16/91;
  3. Albert Acabbo – DOH – 11/11/02; and
  4. One (1) Administrative Assistant
3. It is understood that the “no layoff” provision applies only to the employees/position cited in paragraph 2, *supra*, and that the City/Board is under no obligation to fill said positions in the event they are vacated by the above cited employees;
4. The City agrees to credit David Schettino with three (3) years to his age and two years to his service for purposes of pension calculations and all other contractual benefits. David Schettino’s effective date of retirement shall be June 30, 2009 but his pension benefits shall be calculated based on the 2009-2010 Local 3144 CBA wage scale.;

5. The City agrees to credit Daniel Smith with three (3) years to his age and two years to his service for purposes of pension calculations and all other contractual benefits. Daniel Smith's effective date of retirement shall be June 30, 2009 but his pension benefits shall be calculated based on the 2009-2010 Local 3144 CBA wage scale.;
6. The City agrees to continue Smith and Schettino's dependent health care coverage under its current terms for a period of three (3) months from the date of the signing of this agreement;
7. Smith and Schettino agree that, once retired, they shall not apply for any employment opportunities with the City of New Haven.
8. Albert Acabbo shall be reclassified from a Range 10/Step 5 to a Range 10/Step 7 on the Local 3144 CBA wage scale;
9. The Union shall withdraw MPP – 27,527 with prejudice;
10. This agreement shall supersede the agreements between the City / BOE and the Union dated March 26, 1996, January 20, 1998, and April 23, 2009;
11. Neither this settlement agreement nor the terms of this settlement agreement shall set a precedent nor shall it constitute any form of past practice on either party.

In witness whereof, the parties have caused their names to be signed on this \_\_\_\_\_ day of June 2009.

City of New Haven

Local 3144, Council 4  
AFSCME, AFL-CIO

By: \_\_\_\_\_  
Craig L. Manemeit, Esq.  
Director of Labor Relations

By: \_\_\_\_\_  
Larry Amendola  
President

City of New Haven  
And  
Local 3144, Council 4,  
AFSCME, AFL-CIO

[MOU #13]  
**RE: Pay Differential**

September 13, 2006

STIPULATION

The City of New Haven (hereinafter referred to as the “City” ) and Local 3144, Council 4, AFSCME, AFL-CIO (hereinafter referred to as “Local 3144”) hereby agree to the following Stipulation, which shall establish a pay differential for Local 3144 bargaining unit members who are directed by the City to temporarily assume, on a full-time basis, major portions of the essential duties of a higher level classification within the bargaining unit. In instances where the Department Head requests a differential for individuals whose jobs are in the same range, the Director of Labor Relations shall have the authority to grant the request based upon a review of the job description and when such review determines that the individual is assuming additional supervision responsibilities and/or duties of a higher complexity than their current job description requires. In no case shall an individual be entitled to a differential when performing work in a lower range.

- 1) When performing the above said duties of a higher classification such employee shall receive either the exact difference between his/her regular hourly rate of pay and the other classification’s regular hourly rate of pay or a flat hourly rate of pay differential of \$3.00 per hour, whichever is less.
- 2) Any pay differential shall be paid only for the hours actually worked in the higher classification.
- 3) The employee’s Department Head shall send a letter to the Department of Labor Relations requesting the pay differential after said employee has actually performed the above said duties of a higher level classification for at least ten (10) consecutive working days. (A pay differential shall not be paid until such duties have been performed for this time period of two (2) weeks.)
- 4) No pay differential shall be paid until it is approved, in writing, by the Director of Labor Relations or his/her designee. Any denial of a pay differential shall go straight into arbitration in accordance with the time limits outlined in Article 22, Grievance Procedure, Section 5 of the Local 3144 Collective Bargaining Agreement, except that no such arbitration shall be processed unless it is approved by the Local 3144 Executive Board, said approval to be given to the Director of Labor Relations or his/her designee in writing.

In witness whereof, the parties have caused their names to be signed on this 14<sup>th</sup> day of September 2006.

City of New Haven

Local 3144, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_ /s/  
Emmet P. Hibson, Jr.  
Director of Labor Relations

By: \_\_\_\_\_ /s/  
Larry Amendola  
President



City of New Haven and  
New Haven Board of Education  
And

Local 3144, Council 4,  
AFSCME, AFL-CIO

RE: Memorandum of Understanding [MOU #24]

MPP-20,941  
New Haven Board of Education Hiring  
Local 3144 Bargaining Unit Positions

June 27, 2000

### MEMORANDUM OF UNDERSTANDING

The City of New Haven and Local 3144, Council 4, AFSCME, AFL-CIO hereby agree to the following Memorandum of Understanding, which was negotiated as a settlement to the above referenced matter:

1. The New Haven Board of Education employs ten (10) and twelve (12) month employees who perform job duties that are consistent with the recognition clause of the Local 3144 Contract.
2. Local 3144 has made a claim for the positions through MPP-20,941.
3. The parties have met and negotiated the particular positions claimed in MPP-20,941 and have determined that certain positions, more particularly defined below, shall be recognized as Local 3144 job titles under the Local 3144 Collective Bargaining Agreement.

The following positions shall be recognized as Local 3144 positions under the Collective Bargaining Agreement:

#### Twelve (12) Month Positions:

Assistant Health Coordinator  
Assistant Mental Health Dis. Coordinator  
Assistant Nutrition Coordinator  
Assistant Parent Involvement Coordinator  
Career Service Coordinator  
Community Liaison Trainer  
Community Schools Building Leader  
Early Learning Center Project Director  
Education Coordinator  
Evaluation Specialist  
Extended School Program Coordinator  
Family Resource Center Coordinator  
Family Resource Center Program Administrator  
Mental Health Program Manager

Safe Schools/Healthy Students Coordinator  
School Readiness Education Coordinator  
Social Service Coordinator

Ten (10) Month Positions:

Assistant Director of Head Start  
Assistant Parent Involvement Coordinator  
School Business Manager  
Computer Lab. Tech. Facilitator  
Education Coordinator  
Mental Health Disabilities Coordinator  
Nutrition Coordinator  
Parent Involvement Coordinator  
Transition Coordinator

*(Job descriptions are attached)*

4. Considering the necessity of placing each position referenced above within a recognized range in the Local 3144 Contract, the parties have met and discussed each job title. Further, considering the incumbents in such positions, the parties have negotiated the particular step into which each employee shall be placed effective July 1, 2000.
5. Twelve (12) month employees shall be paid at the range and step identified below effective July 1, 2000.
6. Ten (10) month employees shall subscribe to the following:
  - a. Ten (10) month employees shall be paid at five sixths (5/6) of the range and step identified below.
  - b. Ten (10) month employees shall have a work year of two hundred (200) days inclusive of ten (10) paid holidays, which shall commence approximately one (1) week before the New Haven Public Schools open and end no later than July 1.
  - c. Ten (10) month employees shall receive ten (10) paid holidays. The nine (9) holidays, which shall be celebrated on the dates prescribed by law are New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Thanksgiving and Christmas. In addition, such ten (10) month employees shall receive one (1) floater holiday for use on one of the following: the day after New Year's Day, the day after Easter, Rosh Hashanah, Yom Kippur, the day after Thanksgiving, the day before or after Christmas, the day before New Year's or the Employee's birthday. If the floater is not used by July 1 of the calendar year the floater shall be forfeited. Seniority by rotation shall prevail in any areas of conflict.

- d. Hours of work shall be dictated by the specific job assignment and shall be flexible in nature. Such hours of work shall be no more than 7 hours per day, with a duty-free hour for lunch, unless by mutual agreement with the relevant supervisor a duty-free half hour lunch is agreed upon, which is equivalent to a thirty five (35) hour work week.
- e. Ten (10) month employees shall not be entitled to any vacation leave, but shall be eligible for personal leave consistent with the Local 3144 Contract.
- f. Ten (10) month employees shall only accrue sick time in a manner consistent with the Local 3144 Contract during the ten (10) month period of employment.
- g. On early school dismissals due to inclement weather, ten (10) month employees shall follow their designated school schedule and be allowed to go home with pay. On all other days of early school dismissal not related to inclement weather, ten (10) month employees shall work a full day.
- h. On school closings due to inclement weather, ten (10) month employees shall not report to their designated school and shall receive pay for such day(s) off. Ten (10) month employees shall make up any lost school days due to the school closings either at the end of the school year or during scheduled school breaks in February and April, provided approval has been granted in advance by the Principal or his/her designee, not to be unreasonably withheld. On all other days of early school dismissal not related to weather, ten (10) month employees shall work a full day.

7. The rates of pay for twelve (12) month employees affected by this Memorandum of Understanding shall be as follows:

<b>Name</b>	<b>Title</b>	<b>Range</b>	<b>Step</b>	<b>Salary</b>
Adams, Sharon	Education Coordinator	8	6	45,370
Bell, Richard	Extended School Program Coordinator	5	8	37,607
Black, Aisha	Family Campus Site Coordinator	5	4	30,872
Bosley, Harry	Community Schools Building Leader	5	4	30,872
Byrd, Shahenna	Community Schools Building Leader	5	4	30,872
Campbell, Louis	Community Liaison Trainer	8	5	43,126
Cohen, Cathy	Safe Schools/Healthy Students Coordinator	8	10	56,600
Diaz, Nitza	Family Campus Site Coordinator	5	5	32,461
Deutsch, Gladys	Early Learning Center Project Director	11	8	66,233

<b>Name</b>	<b>Title</b>	<b>Range</b>	<b>Step</b>	<b>Salary</b>
Duclos, Denise	School Readiness Coordinator	8	10	56,600
Gray, Jacqueline	Community Schools Building Leader	5	1	26,569
Knox, Ramona	Community Schools Building Leader	5	4	30,872
Lawson, Joe	Community Schools Building Leader	5	4	30,872
Maldonado, Aracelis	Assistant Health Coordinator	5	6	34,148
Manning, Ella	Community Schools Building Leader	5	1	26,569
Marquis, Doris	Assistant Nutrition Coordinator	5	4	30,872
Matos, Sonia	Assistant Health Coordinator	5	6	34,148
Mednick, Marlene	Social Service Coordinator	8	6	45,370
Moreno, Wanda	Asst. Mental Health Dis. Coordinator	5	5	32,461
O'Brien Mary Ann	Career Service Coordinator	8	8	50,657
Rafferty, Eileen	Evaluation Specialist	12	10	81,066
Richardson, Eloise	Family Campus Site Coordinator	5	4	30,872
Strait, Georgene	Education Coordinator	8	9	53,166
Tucker, Leota	Family Resource Center Program Administrator	8	10	56,600
Ventimiglia, Anne	Social Service Coordinator	8	6	45,370
Young, Keith	Assistant Parent Involvement Coordinator	5	2	27,924

8. The rates of pay for ten (10) month employees affected by this Memorandum of Understanding shall be as follows:

<b>Name</b>	<b>Title</b>	<b>Range</b>	<b>Step</b>	<b>Salary (5/6)</b>
Bethke, John	School Business Manager	6	7	32,742
Bradley, Eleanor	Transition Coordinator	8	3	32,509
Brummel, Freddie	Head Start Assistant Director	11	8	55,194
Camp, Kathleen	Mental Health Disabilities Coordinator	8	8	42,214
Casey, Ann	School Business Manager	6	7	32,742
Dean, Deborah	School Business Manager	6	6	31,183
DiGuseppe, Petrina	Computer Lab Tech. Facilitator	8	5	35,938
Droz, Karen	Assistant Parent Involvement Coordinator	5	3	24,480
Hunter, Augustina	Parent Involvement Coordinator	8	3	32,509
Jeanty, Carmine	Computer Lab Tech. Facilitator	8	5	35,938
Kennedy, Kathryn	School Business Manager	6	7	32,742
<b>Name</b>	<b>Title</b>	<b>Range</b>	<b>Step</b>	<b>Salary</b>

McKenzie, Rose	Education Coordinator	8	9	44,305
McLeod, Melanie	Computer Lab Tech. Facilitator	8	5	35,938
McNeil, Claudia	Education Coordinator	8	9	44,305
Roberts, Jacqueline	Nutrition Coordinator	8	4	34,066

9. All employees referenced herein shall be subject to layoffs consistent with the language of the 3144 Collective Bargaining Agreement, Articles 20 and 30.
10. It is further agreed that the position of Director of Security and the position of Head Start Director shall not be considered Local 3144 positions but rather shall be considered Executive Management positions.
11. In the event that any additional positions should be created by the Board of Education, such positions shall be subject to negotiation with Local 3144 in the event that such positions are recognizable under its Collective Bargaining Agreement.
12. This Memorandum of Understanding shall constitute a full and final settlement of MPP-20, 941.

Signed and dated by the parties on this 27th day of June, 2000.

City of New Haven

Local 3144, Council 4, AFSCME, AFL-CIO

By: \_\_\_\_\_  
   /s/  
   William F. Clark  
   Labor Relations Director

By: \_\_\_\_\_  
   /s/  
   Larry Amendola  
   President

City of New Haven  
And  
Local 3144, Council 4,  
AFSCME, AFL-CIO

[MOU #41]

**RE: Restructuring of the Workers'  
Compensation Division  
Department of Finance**

**May 21, 1996**

Stipulation

WHEREAS, The current Workers' Compensation program of the City of New Haven is administered by a moderate staff of supervisory, investigative and professional employees who are members of the Local 3144 bargaining unit; and

WHEREAS, The current Workers' Compensation program of the City of New Haven has historically benefited from such contractors as Alexis, Incorporated who have traditionally provided this program with a claims administration computer system, the service of an on-site claims adjuster and with other miscellaneous support services; and

WHEREAS, The City of New Haven is now interested in entering into a contractual agreement with the Connecticut Interlocal Risk Management Agency (hereinafter referred to as "CIRMA") to administrate its Workers' Compensation program; and

WHEREAS, The objective in entering into this contractual agreement with CIRMA is to restructure the total management of the City's Workers' Compensation program in order to better serve its employees and to reduce the annual claims cost through a comprehensive program of claims management, analytical review of claims data, managed care medical programs, loss prevention (safety & training) initiatives, legal and administrative support, and information management services; and

WHEREAS, It has been alleged that within the scope of services of said proposed contractual agreement, certain Local 3144 bargaining unit work (the supervisory, investigative and administrative functions of the City's Workers' Compensation program) had been included, and will be performed, by CIRMA; and

WHEREAS, It has also been alleged that such work (the supervisory, investigative and administrative functions of the City's Workers' Compensation program) has always been performed exclusively by Local 3144 bargaining unit members; and

WHEREAS, The City of New Haven has maintained throughout that certain supervisory, investigative and administrative functions within its Workers' Compensation program have historically been shared with outside contractors and thus are not functions that have been exclusively performed by Local 3144 bargaining unit members; and

WHEREAS, In order to avoid lengthy and expensive litigation and in the spirit of harmonious labor-management cooperation, the parties have met, negotiated and reached a compromise on all outstanding controversies relating to the above described situation.

NOW, THEREFORE, It is hereby stipulated and agreed by the City of New Haven and Local 3144, Council 4, AFSCME, AFL-CIO as follows:

1) Effective May 1, 1996, Local 3144, Council 4, AFSCME, AFL-CIO (the "Union") hereby consents and agrees to permit the Connecticut Interlocal Risk Management Agency ("CIRMA") to perform the following Workers' Compensation administrative services:

A. Claims Management: Provide claims management services for open claims and newly arising claims. Services will include investigations for compensability, second injury fund and third party recoveries; establishing claim reserves; payment of benefits; file management; and filing of appropriate claim-related forms and documents.

B. Managed Care: Provide full managed care services on newly arising claims; automated bill review on open claims; and limited case management on open claims, as determined by CIRMA after consultation with and approval by the City.

C. Loss Prevention, Safety and Training: Provide a comprehensive review of the City's Workers' Compensation liability exposure with recommendations for loss control measures to reduce the risk of loss. In addition, CIRMA will provide risk control consulting, training and education to include assistance with the design and implementation of safety and health programs.

D. Data Management: Provide and use a risk management information system to collect claims data and pay claims. The Contractor will provide the City with monthly reports including a check register, detailed loss runs and summary loss runs of activity during the reporting period.

E. Litigation Management: Manage and work with legal counsel to ensure full and appropriate representation of the City in the following matters: Appearance at selected informal hearings and all pre-formal and formal hearings on contested claims before the Workers' Compensation Commission; prosecution of appeals, as well as other pertinent legal work for the defense of such claims; presentation of requests for settlements to the litigation settlement committee and preparation of stipulations.

The City of New Haven shall not use this particular agreement, in any manner, against the Union's interest in the course of any future binding interest arbitration for any successor collective bargaining agreement or in any other forum, now and in the future, so that the Union will not be prejudiced, in any fashion, by having reached this particular agreement.

By entering into this particular agreement, it is understood that the City of New Haven does not waive, now and in the future, any and all claims it may have had that the supervisory, investigative and administrative functions of the City's Workers' Compensation program prior to this agreement was "shared work". Conversely, it is also understood that the Union does not waive, now and in the future, any and all claims it may have had that such work, prior to this agreement, was their exclusive bargaining unit work under Article 1, Recognition of the current Local 3144 Collective Bargaining Agreement and/or its successor Agreement(s).

Furthermore, no Union employee presently working in the Workers' Compensation Division of the Department of Finance shall be laid off while CIRMA continues to perform the Workers' Compensation administrative services as outlined above.

1) Effective May 1, 1996, the Civil Service classification of Workers' Compensation Adjuster in the Workers' Compensation Division of the Department of Finance shall be permanently changed to the Civil Service classification of Workers' Compensation coordinator within the same Division and Department. Such classification shall be within the Local 3144, Council 4, AFSCME, AFL-CIO bargaining unit and shall be assigned to the Range 10 salary level. Appendix IV (Management Titles and Ranges) of the current Local 3144 Collective Bargaining Agreement shall be amended to reflect said classification and range.

2) Effective May 1, 1995, Daniel P. Roche shall be permanently placed in the Civil Service classification of Workers' Compensation Coordinator and shall be paid at the Range 10, Step 5 level with an annual salary of \$43,755 in accordance with the salary schedule as outlined in the updated Appendix II of the current Local 3144 Collective Bargaining Agreement. In lieu thereof, the three dollars (\$3.00) per hour pay differential currently being paid to Daniel P. Roche for all hours actually worked in the higher classification of Workers' Compensation Supervisor shall become null and void on April 30, 1996; said pay differential having already been incorporated in the above-stated annual salary of \$43,755.

3) The Personnel Department and the Payroll Supervisor shall officially record the reclassification of Daniel P. Roche to the Civil Service classification of Workers' Compensation Coordinator and the resulting raise in his annual salary.

4) The Personnel Department, in conjunction with the Controller of the Department of Finance, shall develop a job description for the new Civil Service classification of Workers' Compensation Coordinator. It is understood that the duties, functions and responsibilities of the Workers' Compensation Coordinator shall be comparable to other Local 3144 Range 10 employees in that it will be highly responsible administrative and supervisory work associated with the coordination, management and processing of the City's Workers' Compensation programs.

5) This Stipulation resolves, in its entirety, any and all controversies concerning the issue of having the Connecticut Interlocal Risk Management Agency (CIRMA) perform Workers' Compensation administrative services for the City of New Haven, and any and all other municipal prohibitive practice complaints and/or grievances, pending or implied, regarding the same.

6) This Stipulation shall not set a precedent nor shall it constitute a past practice on either party due to the uniqueness of the circumstances as set forth above.

7) This Stipulation acts as a bar from any future proceedings in any other forum provided the terms set forth herein are met.





City of New Haven  
And  
Local 3144, Council 4,  
  
AFSCME, AFL-CIO

**RE: Memorandum of Understanding**  
**RE: Public Safety Communications--**  
**Addition of Lead 911**  
**Operator/Dispatchers to the**  
**Bargaining Unit**  
March 20, 2013

**MEMORANDUM OF UNDERSTANDING (REVISED)**

WHEREAS, The City of New Haven (hereinafter the “City”) and Local 3144, Council 4, AFSCME, AFL-CIO (hereinafter the “Union”) are parties to a collective bargaining agreement;

WHEREAS, Local 884 has relinquished its representation of employees in the job classification of Lead 911 Operator/Dispatcher; and

WHEREAS, the parties have reached an agreement regarding the inclusion of said job classification (to be renamed Communications Supervisor) within the Local 3144 Bargaining Unit.

NOW, THEREFORE, The following shall apply:

1. The Union will have exclusive rights to collectively bargain on behalf of employees in the job classification of Communications Supervisor (the successor job title of Lead 911 Operator/Dispatcher). Upon ratification of this Memorandum of Understanding, such employees shall be subject to Article 3 of the collective bargaining agreement concerning the payment of union dues.
2. The Union agrees that it will allow members of Local 3144 assigned to Public Safety Communications to continue to perform dispatching and calltaking functions if and when the qualified members of Local 884 are unavailable or do not volunteer for such assignment. Given that a public safety call center exists to service the public and provide support to sworn personnel, the expectation is that phones will be answered and assistance will be provided by all qualified personnel, regardless of union affiliation or job description.
3. The Union approves the new job description for Communications Supervisor (attached).
4. The position of Communications Supervisor shall be placed in Range 6.
5. Incumbents in the job classification of Lead 911 Operator/Dispatcher shall be placed in the Communications Supervisor classification at Range 6 Step 10, with a corresponding annual salary of \$60,462. Given that employees in Local 884 received a pay raise in September 2012, no member from Local 884 who is placed or promoted into this job classification will be eligible for any negotiated pay raise for Local 3144 members for any time period prior to fiscal year 2013-14.
6. The seniority of incumbents shall be their initial date of hire with the appropriate Public Safety agency (Police, Fire, Public Safety Communications), which is as follows:

Nancy DeJesus (11/5/90)  
Scott Nuterangelo (3/15/92)  
Petrina Yoxall (7/17/95)  
Jeffrey Patton (7/19/99)  
Marion Britton (7/19/99)  
Christopher Sinsigalli (9/17/01)  
Jennifer Arpino (1/5/09)  
Stanley Kowalewski (8/23/10)

Going forward, the seniority date for future hires in this job classification shall be the date of appointment as a Communications Supervisor, regardless of whether the person is hired from outside the City, from another City Department, or from within Public Safety Communications.

7. The work schedule for all employees in this classification shall be bid by seniority at the Director's discretion twice per calendar year, or more frequently with the union's permission. Employees shall work 3 shifts of twelve hours, followed by three days off, with the cycle resuming. The possible work hours of shifts shall be: 0600 – 1800 hours, 1800 – 0600 hours, 0700 – 1900 hours, 1900 – 0700 hours, 0800 – 2000 hours, 2000 – 0800 hours, 0900 – 2100 hours, 1000 – 2200 hours, 1100 to 2300 hours, 2100 – 0900 hours, 1200 – 0000 hours, and 1400 – 0200 hours. The primary function of these positions is to oversee the daily operations of the communications center.
8. The Director may also elect to include in the above bid one or more assignments where the hours of work shall be 0700 – 1500 hours, 0800 – 1600 hours, 0900 to 1700 hours, 1500 – 2300 hours, 1600 – 0000 hours, or 1700 – 0100 hours, and the employee works five consecutive days followed by two days off. The primary function of these positions is to handle administrative and/or training matters.
9. Employees who work outside the work hours of 7:00 a.m. to 6:00 p.m. shall be paid a shift differential of fifty cents per hour for such hours actually worked. However, there shall be no pyramiding of benefits (e.g. if the employee is being paid overtime, the employee would not also be entitled to the shift differential).
10. Employees shall not be entitled to overtime for hours worked in accordance with the schedules articulated in provisions 7 or 8. Whenever an employee in the job classification works hours beyond his/her normal work schedule, he shall be paid for such overtime work at the rate of one and one-half times his straight hourly rate. Mandated overtime is recognized as a normal requirement for employees in this job classification.
11. The assignment of overtime to employees in this job classification shall be consistent with the principle of distributing overtime as equitably as practicable among the bargaining unit employees holding the same job classification affected by the overtime assignment.
12. The regular work day shall include a meal break of one hour, which shall be a paid meal break. During this time, the employee may leave the communications center, unless legitimate operational reasons dictate otherwise. If the employee is required to remain in the communications center for legitimate operational reasons, he shall receive additional compensation for the meal break in the form of a meal allowance payment. Moreover,

employees shall receive a meal allowance in accordance with Article 28 Section 5 of the agreement in instances where the employee volunteers for a second consecutive shift, is ordered to work a second consecutive shift after the employee has reported to work, or has been ordered to work sixteen (16) consecutive hours.

13. Employees who previously accrued sick time in Local 884 will be covered under Article 8 of the collective bargaining agreement and will continue to accrue sick time, currently at the negotiated accrual rate of 10 hours per month. Employees who previously received a lump sum of sick time in Local 884 will be covered under Article 8A of the collective bargaining agreement and will continue to receive a lump sum, currently set at 56 hours per calendar year.
14. If an employee books off sick (for a full or partial shift), he shall not be entitled to compensation at an overtime rate for the equivalent number of hours worked beyond his normal work schedule. By way of example, an employee who uses four hours of sick time in a payroll period would be paid at his straight time rate as opposed to the overtime rate for the first hours worked beyond his normal work schedule in that payroll period.
15. The normal method of compensation for holidays shall be to receive the day off with pay. If the employee is required to work on the day of the holiday, the employee shall receive overtime at 1 ½ times their normal rate for hours worked on the holiday as well as straight time pay for the hours worked during the holiday. Employees not working the holiday will be compensated by receiving their regular rate of straight time pay the week of the holiday.
16. Employees in this job classification shall receive and utilize Vacation and Personal leave based on hours (not days). A day shall equal eight (8) hours, regardless of the length of the employee's shift. Therefore, references in the collective bargaining agreement to days shall be converted to hours. For example, an employee who by seniority is entitled to four weeks of vacation shall receive 160 hours of vacation time. With respect to personal leave, incumbent employees shall not lose any accrued personal days accumulated during their tenure as employees in Local 884, even if this violates the provision in Article 23 of the collective bargaining agreement regarding the maximum accrual of personal days.
17. With regard to Bereavement Leave, references to days in Article 11 of the collective bargaining agreement will continue to apply, regardless of the number of hours of the employee's regular work day/shift.
18. All employees in the job classification shall receive equivalent training and training opportunities as equitably as practicable. Employees who travel for training shall be reimbursed for mileage to and from the training site. The City shall provide or reimburse for training required to obtain and maintain Emergency Medical Dispatcher (EMD), State of Connecticut OSET Telecommunicator (TCM), COLLECT, NCIC, and CPR certification.
19. Employees shall receive pay at straight time rates for all hours spent in the training itself. Employees who work an eight hour shift shall not have to return to work his/her regularly scheduled shift where the training lasts at least six hours and shall receive his/her regular pay. Employees who work a twelve hour shift shall not have to return to work his/her regularly scheduled shift where the training lasts at least eight hours and shall receive his/her regular pay. Employees may continue to voluntarily avail themselves of any available overtime shift that falls outside the hours of training and their regular shift.



APPENDIX VIII – INSERT MEDICAL BENEFIT MATRIX

**Medical Benefits Matrix Local 3144 / Executive Management Confidential**

<b>Benefit</b>	<b>Century Preferred Comp Mix</b>	<b>Bluecare POE</b>	<b>Century Preferred PPO</b>	<b>Lumenos HDHP</b>
<b>Cost Shares</b>	In Network Deductible-\$1000/2000 Coinsurance-20% up to 3000/6000 Out of pocket maximum <b>Following Services Deductible Waived-</b> \$20 Medical Office Visit/\$0 Preventative Care \$100 Emergency Room/\$75 High Cost Diagnostic \$75 Urgent Care/Walk In Center \$20 Lifetime Max In-Ntwrk Unlimited/Out-Ntwrk1,000,000	In Network Services Only  Subject to Copays  Copay-\$15 PCP Office Visit/\$25 Specialist OV \$100 Emergency Room/Ambulatory Services \$100 \$200 Outpatient Surgery, \$250 Hospital Admission Lifetime Maximum In Network-Unlimited	In Network services subject to copays  Out-of- Network services subject to deductible and coinsurance  Copay-\$15 PCP Office Visit/\$25 Specialist OV \$100 Emergency Room/Ambulatory Services \$100 \$200 Outpatient Surgery, \$250 Hospital Admission	\$2,000 Ind /\$4,000 family shared in and out of network  covered at 80% after deductible in network  covered at 60% after deductible out of network  \$5,000/\$10,000 cost share maximum in network \$10,000/\$20,000 cost share maximum out of network  <b>Lifetime Maximum - Unlimited</b>
<b>Out of Network Benefit</b>	OON Network Deductible-\$2000/4000  Coinsurance-40%  Out of Pocket Maximum-\$6000/\$12,000 Lifetime Max In-Ntwrk Unlimited/Out-Ntwrk-Unlimited	No Out of Network Benefits  Members Must Use the Bluecare Provider Network to Receive Payment on Services Lifetime Maximum for In network Services is Unlimited	OON Network Deductible-\$2000/4000  Coinsurance-20%  Out of Pocket Maximum-\$6000/\$12000 Lifetime Max In-Ntwrk Unlimited/Out-Ntwrk-Unlimited	OON Network Deductible shared with In network-\$2000/4000  Coinsurance-60%/40%  Out of Pocket Maximum-\$10,000/\$20,000 Lifetime Max In-Ntwrk Unlimited/Out-Ntwrk-Unlimited
<b>Out of State Benefit</b>	Uses the National Network and Bluecard PPO	Out of State Benefits are Covered Only in an Emergency or Urgent Situation	Uses the National Network and Bluecard PPO	Uses the National Network and Bluecard PPO
<b>In State Network</b>	Uses the Cent Preferred Network for In-Network  Benefits for any other providers would be an Out of Network Benefit	Members Must Use the Bluecare Provider Network to Receive Payment on Services	Uses the Cent Preferred Network for In-Network  Benefits for any other providers would be an Out of Network Benefit	Uses the Cent Preferred Network for In-Network  Benefits for any other providers would be an Out of Network Benefit
<b>PREVENTIVE CARE</b>				
<b>Pediatric Age based schedule</b>	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year	Deductible Waived-No Copay 7 exams Birth to One 7 exams 1-5 years 5 -22 years-Preventative exams allowed once a year
<b>Adult Age Based Schedule</b>	No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year	No Copay 22 and over-Preventative exams allowed once a year	Deductible Waived-No Copay 22 and over-Preventative exams allowed once a year
<b>Immunizations</b>	As part of Preventative Exam	As part of Preventative Exam	As part of Preventative Exam	As part of Preventative Exam

**Medical Benefits Matrix Local 3144 / Executive Management Confidential**

<b>Benefit</b>	<b>Century Preferred Comp Mix</b>	<b>Bluecare POE</b>	<b>Century Preferred PPO</b>	<b>Lumenos HDHP</b>
<b>Gynecological/Obstetrics</b>	\$0 Copay for annual exam \$20 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$25 Copay Maternity-First Visit Only	\$0 Copay for annual exam \$25 Copay Maternity-First Visit Only	Deductible waived-\$0 Copay for annual exam 20% after deductible for maternity
<b>Mammography</b>	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)	Age 35-39 Base Line Screening 40 and over once a year (Add'l Exams Available if Recommended by Doctor)
<b>Hearing</b>	\$0 Copay (once a every 2 years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years) Deductible Waived
<b>Vision</b>	\$0 Copay (once a every 2 years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years)	No Copay (once every 2 calendar years) Deductible Waived
<b>MEDICAL SERVICES</b>				
<b>Medical office visits</b>	\$20 Copay Unlimited Visits	\$15 Copay PCP \$25 Specialist	\$15 Copay PCP \$25 Specialist	20% after deductible up to out of pocket maximum
<b>Physical or Occupational Therapy</b>	\$20 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-Prior auth required on pt/ot	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	20% after deductible up to a \$3000 per member per calendar year maximum
<b>Speech Therapy</b>	\$20 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-Prior auth required on pt/ot	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	20% after deductible up to a \$3000 per member per calendar year maximum
<b>Chiropractic Services</b>	\$20 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-Prior auth required on pt/ot	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro-prior auth is required on pt/ot	\$25 Copay 30 Combined Visits for pt, ot st 20 visit for chiro	20% after deductible up to a \$3000 per member per calendar year maximum
<b>Allergy Services</b>	\$20 Copay for office visit Injections-20% after deductible 80 visits in 3 years	\$25 Copay 80 visits in 3 years	\$25 Copay 80 visits in 3 years	20% after deductible up to out of pocket maximum unlimited
<b>Diagnostic, Lab &amp; X-ray</b>	20% after deductible High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	20% after deductible up to out of pocket maximum
<b>Outpatient Mental Health &amp; Substance Abuse (Biologically Based)</b>	\$20 Copay Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required	20% after deductible up to out of pocket maximum Unlimited Visits Prior auth required
<b>Outpatient Mental Health &amp; Substance Abuse (Non Biologically Based)</b>	\$20 Copay Unlimited Visits	\$25 Copay Unlimited Visits Prior auth required	\$25 Copay Unlimited Visits Prior auth required	20% after deductible up to out of pocket maximum Unlimited Visits



**Medical Benefits Matrix Local 3144 / Executive Management Confidential**

<b>Benefit</b>	<b>Century Preferred Comp Mix</b>	<b>Bluecare POE</b>	<b>Century Preferred PPO</b>	<b>Lumenos HDHP</b>
<b>EMERGENCY CARE</b>				
<b>Emergency Room</b>	\$100 Copay (waived if admitted)	\$100 Copay (waived if admitted)	\$100 Copay (waived if admitted)	20% after deductible up to out of pocket maximum
<b>Urgent Care</b>	\$75 Copay Not Covered Out of Network	\$50 Copay	\$75 Copay Not Covered Out of Network	20% after deductible up to out of pocket maximum
<b>Walk-In Centers</b>	\$20 Copay	\$15 Copay	\$15 Copay	20% after deductible up to out of pocket maximum
<b>Ambulance</b>	20% after deductible in or out of network	Unlimited for Land and Air	Unlimited for Land and Air	20% after deductible up to out of pocket maximum
<b>INPATIENT HOSPITAL-</b>				
<b>Inpatient- General/Medical/Surgical/ Maternity (Semi-Private)</b>	All Hospital Admission Require Pre-Cert 20% after deductible up to the out of pocket maximum	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admissions Require Pre-Cert \$250 Per Admission Copay	All Hospital Admissions Require Precert 20% after deductible up to out of pocket maximum
<b>Ancillary Services-Medications and Supplies</b>	20% after deductible up to the out of pocket maximum	Covered	Covered	20% after deductible up to out of pocket maximum
<b>Mental Health (Biologically Based)</b>	20% after deductible up to the out of pocket maximum	\$250 Per Admission Copay Unlimited Days	\$250 Copay Per Admission Copay Unlimited Days	20% after deductible up to out of pocket maximum Unlimited Days
<b>Mental Health (Non-Biologically Based)</b>	20% after deductible up to the out of pocket maximum Unlimited Days	\$250 Copay Per Admission Copay Unlimited Days	\$250 Copay Per Admission Copay Unlimited Days	20% after deductible up to out of pocket maximum Unlimited Days
<b>Substance Abuse</b>	20% after deductible up to the out of pocket maximum Unlimited Days	\$250 Per Admission Copay Unlimited Days	\$250 Per Admission Copay Unlimited Days	20% after deductible up to out of pocket maximum Unlimited Days
<b>Rehabilitative Services</b>	20% after deductible up to the out of pocket maximum 60 Days Per Calendar Year	\$250 Per Admission Copay 60 Days Per Calendar Year	\$250 Per Admission Copay 60 Days Per Calendar Year	20% after deductible up to out of pocket maximum 100 Days Per Calendar Year
<b>Skilled Nursing Facility</b>	20% after deductible up to the out of pocket maximum 120 Days Per calendar Year	\$250 Per Admission Copay 120 Days Per calendar Year	\$250 Per Admission Copay 120 Days Per calendar Year	20% after deductible up to out of pocket maximum 100 Days Per Calendar Year
<b>Outpatient Surgery (Facility Charges)</b>	Prior Authorization Required 20% after deductible up to the out of pocket maximum	Prior Authorization Required \$200 Copay  Ambulatory surgery (in a hospital setting) \$100	Prior Authorization Required \$200 Copay  Ambulatory surgery (in a hospital setting) \$100	Prior Authorization Required 20% after deductible up to out of pocket maximum

**Medical Benefits Matrix Local 3144 / Executive Management Confidential**

<b>Benefit</b>	<b>Century Preferred Comp Mix</b>	<b>Bluecare POE</b>	<b>Century Preferred PPO</b>	<b>Lumenos HDHP</b>
<b>Pre-Admission Testing</b>	Covered	Covered	Covered	20% after deductible up to out of pocket maximum
<b>Diagnostic Lab &amp; X-Ray</b>	20% after deductible up to the out of pocket maximum High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Covered High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	\$15 Copay High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect) requires prior auth and a \$75 copay per service up to a \$375 calendar year maximum	Prior Authorization Required 20% after deductible up to out of pocket maximum
<b>OTHER SERVICES</b>				
<b>Durable Medical Equipment (Including Prosthetics)</b>	20% after deductible	Covered at 100%	Covered at 100%	20% after deductible up to out of pocket maximum
<b>Home Health Care</b>	20%, Deductible waived up to the out of pocket maximum	Covered 200 Visits	Covered 200 Visits OON-\$50 Deductible & 20% Coinsurance	20% after deductible up to out of pocket maximum 100 Days Per Calendar Year
<b>Hospice</b>	20% after deductible up to the out of pocket maximum	Covered up to Last 6 Months of Life	Covered up to Last 6 Months of Life	20% after deductible up to out of pocket maximum Covered up to Last 6 Months of Life
<b>Acupuncture</b>	Not Covered	Not Covered	Not Covered	Not Covered
<b>Orthotics</b>	Not Covered	Not Covered	Not Covered	Not Covered
<b>TMJ</b>	Not Covered		Not Covered	Not Covered
<b>Gastric Bypass</b>	Not Covered	Not Covered	Not Covered	Not Covered
<b>Infertility</b>	20% after deductible up to the out of pocket maximum State Mandate Level-Prior Auth required Some Restrictions May Apply	\$25 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply	\$25 Office Visit Copay State Mandate Level-Prior Auth required Some Restrictions May Apply	20% after deductible up to out of pocket maximum State Mandate Level-Prior Auth required Some Restrictions May Apply
<b>Drug Rider</b>	\$10/\$25/\$40 Mail order \$10/\$50/\$80 30/90 day supply Mandatory Generic and Mail order	\$10/\$25/\$40 Mail order \$10/\$50/\$80 30/90 day supply Mandatory Generic and Mail order	\$10/\$25/\$40 Mail order \$10/\$50/\$80 30/90 day supply Mandatory Generic and Mail order	After deductible-\$10/\$25/\$40 Mail order \$10/\$50/\$80 30/90 day supply

\*The Student age for all three plans is 26/26.

\*This does not constitute the actual health plan or insurance policy. It is only a general description of the plan.

APPENDIX IX

<b>Health Incentive Account HDHP - 3144</b>				
<b>1. Maximum permissible incentive earned per plan year</b>		\$1,000 Single		
		\$2,000 Family		
<b>2. Maximum in HIA in any plan year:</b>		\$2,000 Single		
		\$4,000 Family		
<b>Preventive Exams / Screenings</b>			\$ 150	
<b>Annual Flu Shot</b>			\$ 50	
<b>Dental exams (2)</b>			\$ 100	
<b>Vision Exam</b>			\$ 50	
<b>Health Risk Assessment</b>			\$ 200	
<b>Condition Care</b>				
	Asthma	75 engagement / 75 completion	\$ 150	
	Diabetes	75 engagement / 75 completion	\$ 150	
	COPD	75 engagement / 75 completion	\$ 150	
	CAD	75 engagement / 75 completion	\$ 150	
	Heart Failure	75 engagement / 75 completion	\$ 150	
<b>Future Moms Program</b>		50 engagement / 50 interim / 50 completion	\$ 150	
<b>Biometric Screening (onsite)</b>			\$ 150	
<b>Tobacco Free Certification</b>			\$ 50	
<b>Nutrition Tracker</b>		\$5 per week	\$ 250	
<b>Fitness Tracker</b>		\$5 per week	\$ 250	

<b>Special Campaigns</b>				
	Signing Bonus	First year in the plan	\$ 200	
	<b>Weight Watchers at Work or other location</b>		\$ 100	
	<b>Potential of "All" Categories</b>		\$ 1,550	
	<b>Total Potential Earned</b>		\$ 2,450	

## Appendix X

### QUALIFYING EVENTS RESULTING IN A CHANGE TO MEDICAL BENEFIT COVERAGE

Employees who desire to make changes to their medical benefit coverage (type of coverage chosen, plan chosen, etc.) may only do so each year during the City's open enrollment period. However, under certain circumstances ("qualifying events"), changes in coverage may be made at the time of the event. These qualifying events are as follows:

1. Marriage
2. Birth of a child
3. Adoption of a child
4. Assumption of legal guardianship or court-ordered custody
5. New step children
6. Loss of coverage from another insurance carrier, due to loss of employment, etc.

The employee must submit a new application and supporting documentation to the Human Resources Department within 31 days of the Qualifying Event in order to process the changes to the employee's medical benefits. If the application and supporting documentation is not received within the 31 days of the qualifying event, the employee must wait until the next open enrollment to make the change.

Examples of acceptable supporting documentation include:

1. Marriage: Copy of marriage certificate;
2. Birth of a child: Copy of birth certificate (the long form that identifies the parents);
3. Adoption: Copy of adoption certificate;
4. Assumption of legal guardianship or court-ordered custody: Copy of legal guardianship or court-ordered custody paperwork;
5. New step children: Copy of marriage certificate and copy of birth certificate (the long form that identifies the parents);
6. Loss of coverage from another insurance carrier, due to loss of employment, etc.: Letter or document from previous employer or insurer indicating date of and reason for the loss of coverage. A COBRA letter indicating loss of coverage is an acceptable document as long as it indicates the reason for coverage loss.

The information contained in this Appendix X is in compliance with and pursuant to federal law. Should there be any change in federal law that results in a conflict with the terms outlined herein, the law shall prevail.