

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

**RE: Side Letter of Agreement
Contract Language re: Article 8A
Occasional Sick Leave and Short
Term Disability**

February 9, 2004

SIDE LETTER OF AGREEMENT

The City of New Haven and Local 3144, AFSCME, AFL-CIO are parties to a Collective Bargaining Agreement. The parties have met regarding the above-captioned matter and hereby agree to the following:

1. Article 8A (Occasional Sick Leave and Short Term Disability) was negotiated into the Local 3144 Collective Bargaining Agreement covering the period of time from July 1, 1997 through June 30, 2001.
2. Article 8A afforded newly hired employees seven (7) sick days per calendar year (with no carryover of unused days into the next calendar year) and a short-term Disability policy as opposed to the accrual of 1.25 sick days per month pursuant to Article 8.
3. The above referenced contract (July 1, 1997 through June 30, 2001) was executed By the Union President (Larry Amendola) and the AFSCME Staff Representative (Tom Fascio) on December 10, 1998. City officials also executed the Agreement on December 10, 1998.
4. The implementation language of Article 8A reflects that the article governs an Employee who was hired into Local 3144 “on or after the effective date of this Agreement...”
5. The Parties agree that the effective date of the agreement was December 10, 1998.
6. During the negotiation of the current Local 3144 Collective Bargaining Agreement, which covers the period of time from July 1, 2001 through June 30, 2005, no proposal was pursued by either party to amend, remove Or otherwise affect Article 8A.

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7. The Memorandum of Understanding signed by the parties on December 2, 2002 (upon settlement of the current Local 3144 Collective Bargaining Agreement) included a copy of an "Agreed Upon Language" document, as well as specific language that "all other sections of the contract not affected by the [provisions of the memorandum of understanding] or included in the Agreed Upon Language document shall remain status quo."
8. Although the actual language of Article 8A remained unchanged from the 1997-2001 contract of the 2001-2005 contract, the intention of the negotiations And ultimate settlement of the 2001-2005 contract with regard to Article 8A remained as it was originally; specifically that anyone hired on or after December 10, 1998 would be governed by this article.
9. Article 8A shall continue to apply to all bargaining unit individuals hired from December 10, 1998

In witness whereof, the parties have caused their names to be signed on this 9th day of February 2004.

City of New Haven

By: William F. Clark
Counsel for the City of New
Haven

Local 3144, Council 4, AFSCME,
AFL-CIO

By: Larry Amendola
Larry Amendola
President

By: Thomas Fascio
Staff Representative
AFSCME, Council 4, AFL-CIO