

**AGREEMENT**

**BETWEEN**

**THE CITY OF NEW HAVEN**

**AND**

**THE PUBLIC HEALTH NURSES' UNION**

**AFSCME, COUNCIL 4, LOCAL 1303-467**

**JULY 1, 2020 – JUNE 30, 2026**

**Ratified by BOA on Jan. 17, 2023**

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## **PURPOSE**

It is the purpose of this Agreement to promote harmonious relationships between the City of New Haven and its employees in order that more efficient and progressive public service shall be rendered to the citizens of New Haven.

## **ARTICLE 1 - Recognition**

### **Section 1**

The City hereby recognizes Local 1303-467, Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, as representing all classified employees in the bargaining unit. Nurses employed by the City as of July 1, 2022, may elect to remain 10-month employees. New hires after the ratification of this agreement will be classified as 12-month Public Health Nurses, with assignment to a school, clinic, or any other public health assignment within the Health Department as operational needs dictate.

### **Section 2**

The City recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit as set forth in Section I of this Article in relations to wages, hours of work, working conditions and conditions of employment for the term of this Agreement. It is understood that this Agreement is negotiated under, and where applicable, shall be governed by the Municipal Employees Relations Act of the State of Connecticut (MERA).

### **Section 3**

It is further understood that the right of an employee or employees to present his or their own requests or to adjust his or their own grievances shall not be limited or impaired by this Agreement if it does not conflict with the provisions of this Agreement and that the Union is notified at once of the settlement reached.

### **Section 4**

The City shall furnish the Union President or his/her designee information on the status of temporary appointments upon written request.

## **ARTICLE 2 - GENERAL**

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

(A) "Permanent, Full Time Employee" = An employee appointed to a General Fund/Special 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 (7) hours per day of work.
- (E) "Temporary Employees" = Employees hired on a daily, weekly or monthly basis.
- (F) "Contractual Employees" = Employees hired pursuant to a specific employment contract related to a particular project for a specified period of time.
- (G) "Special Fund Employees" = An employee whose salary is not paid out of the General Fund of the City of New Haven.
- (H) "Probationary Period" = Each employee covered by this policy shall be subject to an initial probationary period of 90 working days.

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

### **ARTICLE 3 - Rights Of Employer**

#### **Section 1**

Except as otherwise limited by an express provision of this Agreement, the City reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to:

- (A) establishing standards of productivity and performance of its Employees;
- (B) determining the mission of a Department and/or Agency and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in parts;
- (C) the determination of the content of the job classification;
- (D) the appointment, promotion, assignment, direction and transfer of personnel;
- (E) the suspension, demotion, discharge or any other appropriate action against its employees;
- (F) the relief from duty of its employees because of lack of work or for other legitimate

- reasons;
- (G) taking any action necessary in order to maintain the efficiency of City Departments, and determine the methods, means, manner and personnel by which services shall be rendered;
  - (H) the establishment of reasonable work rules;
  - (I) the taking of all necessary actions to carry out its missions in emergencies, to establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intentions of undermining the Union or of discriminating against its members.

## Section 2

The right to make reasonable rules and regulations shall be considered an acknowledged function of the City. In making rules and regulations relating to personnel policy, procedures, practices and matters of working conditions, the City shall be bound by the obligations imposed by law, as well as the responsibilities set forth in this Agreement.

## **ARTICLE 4 - Union Security and Check-Off**

### Section 1

All new employees shall serve a probationary period of ninety (90) working days. Such employees shall be considered at-will employees for the probationary period and shall not be eligible for personal days or sick days until satisfactorily completing their probationary period. Once the employee has satisfactorily completed his/her probationary period, the accrual of sick leave, personal time, and vacation time shall be determined by the employee's original date of hire. Probationary employees shall be entitled to health insurance benefits set forth in Article 23 of this Agreement on the first day of the month following the satisfactory completion of the first sixty (60) working days of their probationary period.

### Section 2

The City agrees to deduct a one-time initiation fee for new hires, monthly Union dues, or a voluntary service fee from the pay of employees who give written authorization to the City for such deductions and to transmit monies collected to the authorized Union Officer or AFSCME Council 4 employee designated in writing to the Controller of the City of New Haven by mail or electronic delivery on a monthly basis, with notice to the President and Treasurer of the Union.

### Section 3

Deductions will be made once per payroll period. If an employee who has given written authorization to do so does not have Union dues or a voluntary service fee deducted from his/her pay for that month, the City shall make a double deduction each month thereafter until the

employee becomes current. In the event that the City Payroll Department commits an error with regard to employee paychecks, the City agrees to discuss repayment with the union.

#### Section 4

When an employee is on an unpaid leave of absence or does not have sufficient money due him after deductions have been made for pension, social security, garnishments and any other deductions authorized by the Employer or required by law, Union dues or service fee for that month will be collected by the Union directly from the employee.

#### Section 5

The City shall notify the Union within 5 days of any new employee hired into the bargaining unit.

#### Section 6

The Union agrees to save the City harmless from any action growing out of this Article and commenced by any 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 Union Official.

#### Section 7

Each month the City will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by bargaining unit: last name, first name, middle initial, hire date, rate of pay, total hours worked in the reporting period, dues paid, employment status, job hours, Employee ID, job title, shift, worksite, home address, home phone, cell phone, work email, and home email.

Each month the City shall furnish to the Union a report showing all personnel transactions addition to or deleting employees to all departments represented by the bargaining unit.

### **ARTICLE 5 - Seniority**

#### Section 1

Seniority is defined as the total length of continuous service with the City of New Haven except for the purpose of determining which employees shall be laid off pursuant to the procedures set forth in this Article. For the purpose of determining who shall be laid off, seniority is defined as the total length of continuous service within the bargaining unit.

## Section 2

The City of New Haven's 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 3

For the purpose of this Agreement, when the term full time permanent employee is used, it shall mean an employee who has successfully completed his/her 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 4

When a vacancy occurs in any of the shifts, the Department Head, in the Department where the vacancy occurs, will offer the opening to the employees within the same classification in his own Department, awarding the shift to the interested employee with the most seniority.

Senior employees shall not be denied preference for vacancies within departmental classification for malicious reasons.

## Section 5

In the event that a vacancy occurs in a bargaining unit classification, or a new position is created within the bargaining unit, such jobs shall be posted for five (5) working days.

Public Health Clinic Charge Nurse: In the event that a vacancy occurs for the position of Public Health Clinic Charge Nurse, the City will post the job internally first. If the City does not fill the position internally, the City may post externally. The hours of work shall be included with the job description at the time of the posting. Any hours worked in the position outside of the posted hours shall be paid at the overtime rate as outlined in the Local 1303-467 contract. Whenever there is a need to fill a temporary vacancy in the Public Health Clinic Charge Nurse position, said vacancy shall be offered first to other public health nurses on a voluntary basis in order of seniority. If there are no volunteers, and an emergency exists, the City will be allowed to subcontract.

No temporary employees shall be allowed to remain in positions once the position has been filled. No exceptions shall be allowed absent agreement between the City and the Union.

## Section 6

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



(B) The reduction in bargaining unit positions shall be made in the following order:

1. Temporary
2. Probationary
3. Permanent

(C) If a permanent employee with less than five (5) years seniority is to be laid off, his name will automatically be placed on a re-employment list in order of seniority by classification.

(D) If a permanent employee with five (5) years or more seniority 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/she 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 a lower classification within the bargaining unit, to a position he/she is capable of performing immediately without training, provided he/she has more seniority than the employee with the least seniority in that classification.

(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 displaces.

(H) All employees laid off shall have their names placed on a re-employment list in order of seniority. There shall be a re-employment list 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 which occur within two years of the layoff:

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 been previously certified to the position to be filled.

3. If the position is not filled under the provisions of (1) or (2) above, the City will fill the vacancy under the provisions of the Civil Service Rules and Regulations.

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 within 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.

5. Any employee recalled from layoff status shall be placed in the same range and step he/she occupied at the time of the layoff.

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

#### Section 7

The City shall provide the Union on or about January 1 and July 1 of each year an updated list of all bargaining unit employees which shall include the employee's address on file with the City and the date of hire.

With respect to new employees, the Union will be notified within five (5) days of an individual's hire, the employee's name, address, title, position number, department, salary and date of hire.

#### Section 8

In the event of a loss of a grant or a reduction in funds whereby the City has to reduce personnel funded by special funds or grants, those employees holding positions that were cut from the grant shall be laid off unless they are qualified to fill another position in the project. Such employees shall have recall rights for a period of two (2) years.

#### Section 9

Changes in job duties and responsibilities, including those necessary to comply with the Americans with Disabilities Act, that significantly impact on wages, hours, or conditions of employment shall be negotiated in accordance with the M.E.R.A.

#### Section 10

Employees shall not be eligible for personal days or sick days until satisfactorily completing their entire ninety (90) day probationary period. Once the employee has satisfactorily completed their probationary period, the accrual of sick leave, vacation time and personal days shall be determined by the employee's original date of hire.

#### Section 11

The City of New Haven agrees that any Local 1303-467 member who is transferred or promoted to any position included in Locals 424, 3429, 287, 884 or 3144 shall be able to carry over all

unused sick leave and vacation pay and further agree that his/her time in Local 1303-467 and/or Local 884 shall be credited towards vacation and longevity.

## Section 12

Officers of the local shall have super seniority in cases of layoff. Officers are defined as President, Vice-President, Secretary, Treasurer and the Steward.

# **ARTICLE 6 - Vacations**

## Section 1

The purpose of vacations is to permit a period of rest and recreation for each employee. This purpose is best served if the vacation period is taken at one time.

## Section 2

All full-time employees regularly scheduled to work twelve (12) months during each fiscal year shall receive ten (10) working days paid vacation after having worked and completed one (1) full year of continuous service for the City of New Haven.

All full-time employees regularly scheduled to work twelve (12) months during each fiscal year and who have worked and completed four (4) years or more of continuous service shall receive fifteen (15) working days paid vacation.

All full time employees regularly scheduled to work twelve (12) months during each fiscal year and who have worked and completed thirteen (13) years or more of continuous service shall receive twenty (20) working days paid vacation; provided, however, that employees who as of July 1, 2011: (i) had less than fifteen (15) years of service and were receiving twenty (20) days of vacation, shall continue to be eligible for twenty (20) vacation days; and (ii) had twenty or more years of service and were receiving twenty-five (25) days of vacation, shall continue to be eligible for twenty-five (25) vacation days.

## Section 3

Annual vacation allowance should be taken within the year it is earned.

Employees shall be allowed to carry over vacation days. However, no employee shall be permitted to have more than forty (40) days of vacation to his/her credit at any time. Should an employee retire or resign, he/she would only be paid for a maximum of six weeks (30 days) (e.g., should an employee with 40 vacation days decide to sell the maximum number of days (30) upon retirement or resignation, said employee shall be entitled to utilize the remaining 10 vacation days prior to his/her retirement; otherwise, those days shall be forfeited).

#### Section 4

Holidays which fall within the vacation period shall not be counted as vacation days but shall be holidays.

#### Section 5

The time for taking vacations shall be approved by the Department Head. Vacations are scheduled on a first-come, first-served basis. In situations where more than one individual request the same dates at the same time, seniority shall prevail in setting up vacations, on a rotating basis to ensure that all employees are able to enjoy peak vacation periods. A more senior employee may be denied vacation if a less senior employee has already been approved for the same dates. Vacations may be taken at any time during the calendar year in accordance with the provisions of this Section. Vacation requests shall be submitted at least one month in advance to allow management to schedule coverage.

#### Section 6

The vacation pay for an eligible employee shall be based upon his regular annual salary reduced to and paid as the employee's regular weekly earnings.

#### Section 7

An employee who is discharged with just cause shall not be eligible for vacation pay.

#### Section 8

In the event of death in the immediate family, as defined in Article 11 of this Agreement, and such death occurs while the employee is on vacation, such period of leave shall not be charged to vacation but charged as bereavement time.

#### Section 9

In the event that an employee resigns after a sufficient notice or retires and has not taken his/her vacation, then that employee shall receive vacation pay for all unused vacation, up to a maximum of 6 weeks (30 days). Upon the death of an employee the amount of unused vacation pay shall be paid to his/her beneficiary.

### **ARTICLE 7 - Hours Of Work, Assignments, Transfers**

#### Section 1

10-month Public Health Nurses: The regular work week for 10-month employees in the unit who are assigned to a school shall be a 35-hour week, 7-hour workday, between the hours of 7:00 am and 5:30 pm. Within the 35-hour work week schedule, the start and end of the work week for

employees in the unit who are assigned to a school will be Monday through Friday. Nurses assigned to a school shall work the hours of their assigned school with no scheduled lunch break and shall utilize any remaining time during the seven-hour period for administrative duties.

12-month Public Health Nurses: The regular work week for 12-month employees in the unit who are assigned to a school shall be a 35-hour week, 7-hour workday, between the hours of 7:00 am and 5:30 pm. Within the 35-hour work week schedule, the start and end of the work week for employees in the unit who are assigned to a school will be Monday through Friday. Nurses assigned to a school shall work the hours of their assigned school with no scheduled lunch break and shall utilize any remaining time during the seven-hour period for administrative duties.

The regular work week for a 12-month employee assigned to a non-school assignment shall consist of a five day, 35-hour work week (which may include Saturdays and Sundays) between the hours of 7:00 am and 9:00 pm with one half-hour unpaid lunch break in the middle of the day. Within the 35-hour work week schedule, the start and end of the work week for employees in the unit who are assigned to a non-school assignment will primarily be Monday through Friday but may be inclusive of Saturday and Sunday if needed, as assigned by the Health Director or designee. The department may establish two shifts, consisting of a day shift and an evening shift.

The standard payroll period shall be from 12:01 a.m., Sunday until 12 midnight the following Saturday.

The work year for all 10-month school-based Public Health Nurses shall be two hundred (200) days inclusive of two (2) paid snow days, five (5) days prior to the start of school, two (2) days following the end of school, and eleven (11) paid holidays. The school year shall end no later than June 30<sup>th</sup>.

When two nurses are assigned to East Rock School, there shall be two shifts: 7:30 am to 2:30 pm and 8:30 am to 3:30 pm. When Public Health Nurses are required to work beyond their seven (7) hour workday, they shall be paid in accordance with Article 8, Section 5.

On early school dismissals due to inclement weather, 10-month school based Public Health Nurses shall be allowed to go home with pay after students are dismissed.

On school closings due to inclement weather, 10-month school based Public Health Nurses shall not report to their designated schools and shall receive pay only for the first two built in snow days referenced in above. Any school closing after the first two shall not be paid to 10-month school based Public Health Nurses and they shall be required to make up any lost school days due to such closings at the end of the school year and shall receive compensation for such days worked. If the City is closed in addition to the schools, all Public Health Nurses (including the 10-month school based Public Health Nurses) shall be paid.

## Section 2

Definition of Essential Worker: Employees who conduct a range of operations and provide services that are essential to ensure the continuity of critical functions.

In times of emergency as determined by the Department Head and/or the Mayor of the City, or his/her designee, all full-time employees are subject to assignment to any additional duties as required. Every effort will be made to schedule such additional duties within an employee's regularly scheduled hours of work, as specified in Section 1 of this Article, above. Under a state of emergency 12-month Public Health Nurses are considered essential workers.

It is understood that 10-month school based Public Health Nurses are not "first responders", but may be deemed essential workers as that term is defined in this section. 10-month school based Public Health Nurses shall not be ordered back to work for public health emergencies during time periods (such as summer vacation, Christmas vacation, winter vacation and spring vacation) they are not regularly working for the City. Nothing herein shall preclude the City from subcontracting with outside nursing agencies during periods of time when there are an insufficient number of school-based Public Health nurses and/or the City is facing a public health crisis.

In no event will a school based Public Health Nurse be required to perform community-based Public Health Nurse duties in addition to their normal school-based hours on the same day.

Any full-time employee who is qualified and fails to report to duty when called during an emergency shall be subject to appropriate disciplinary action. Allowance may be made for special conditions such as sickness in failing to report for work.

## Section 3

If City Hall and/or other agencies are open and various departments of the City are functioning, employees who do not report to work or who do not report to work within a reasonable hour because of snow, ice or other storms, shall be charged with loss of pay for that day. For purposes of this section, a reasonable hour for school-based Public Health Nurses shall be one (1) hour prior to the announced delayed start time for New Haven Public Schools.

## Section 4

Whenever the Mayor determines that City Hall and/or other City agencies must close due to weather conditions such as blizzards, ice storms or hurricanes, etc., the following shall prevail:

(A) Employees who are allowed to go home or are not required to come to work shall not lose any compensation nor will they be charged sick leave for that day or portion of the day.

(B) Employees who are required to work due to the nature of their duties or are called into work shall receive their normal compensation.

## Section 5

The work year for Public Health Nurses hired after the ratification of this agreement and the Public Health Clinic Charge Nurse shall be 12 months. Hours of work for 12-month Public Health Nurses shall be determined by assignment and hours of work for the Public Health Clinic Charge Nurse shall fall between the hours of 8:00 am and 6:00 pm, with a flexible schedule as operational needs dictate, and a one-half hour unpaid lunch break in the middle of the day.

## **ARTICLE 8 - Overtime**

### Section 1

Time and one-half the current hourly rate of pay shall be paid in each or any of the following instances:

- (A) All time worked in excess of eight (8) hours in any workday,
- (B) All time worked in excess of forty (40) hours in any work week,
- (C) All time worked on Saturday and Sunday for 35-hour employees who work Monday – Friday.

### Section 2

Supervision shall make all overtime assignments to bargaining unit employees and 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. When an employee does not avail himself/herself of the opportunity to work overtime, it shall be recorded on the overtime chart as though he had worked.

### Section 3

An employee will work overtime when requested to do so by supervision provided such employee is given notice of such overtime at least two (2) hours or more in advance. Should an employee not receive at least two (2) hours' notice of such overtime assignment he/she may decline such overtime assignment and shall not be credited with such overtime for purposes of determining equitable distribution.

### Section 4

In the event that all affected employees refuse or are not available to work overtime, the least senior employee in the classification and area affected by the overtime must work such overtime.

If the classification consists of one or two employees who are not available, the supervisor shall ask for volunteers among his other qualified employees. If no such employee volunteers, then the supervisor shall have the right to assign the overtime to a qualified employee who must work

the overtime. The assignment will be rotated on a seniority basis, with the qualified employee with the least seniority being assigned the overtime first.

#### Section 5

Time absent under the terms of this Agreement, except as stipulated in Article 12, Section 4 shall not be credited as time worked for the purpose of computing overtime.

#### Section 6

When an employee reports for a scheduled overtime shift and the overtime shift is cancelled, the employee shall receive a minimum of two (2) hour's pay at their regular overtime rate.

### **ARTICLE 9 - Sick Leave**

#### Section 1

Employees hired before July 1, 1998, shall be covered by the provisions of this Article in its entirety. Employees hired on or after July 1, 1998, shall only be covered by Sections 2, 5, 8, 9 and 10 of this Article.

#### Section 2

Sick leave shall be considered to be the absence from duty with pay of bargaining unit employees for the following reasons:

- (A) Illness or injury except where directly traceable to employment by an Employer other than the City of New Haven or where illness or injury is compensable under State Law.
- (B) For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.
- (C) When exposure to contagious disease endangers the health of other employees.
- (D) Sick leave may be used for illness, incapacity, or injury to a member of the employee's immediate family, that requires the employee's personal attendance, provided, however, that in the event the absence shall extend beyond two (2) days, the City shall require proof of same, and provided further that the employee's spouse is in no way available for said attendance.
- (E) The use of sick leave for purposes other than sickness as defined in the sick leave plan will result in appropriate disciplinary action.



### Section 3 - Sick Leave Allowance

(A) Sick leave shall be earned by each permanent employee in the bargaining unit, at the rate of one and one-quarter days for each calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve (12) months. Employees in the Department of Education who are regularly scheduled to work ten (10) months per year, shall be granted sick leave as herein above described on a pro rata basis.

Employees scheduled to work part time for the full fiscal year but less than what a permanent full time employee shall be regularly scheduled to work, such employee shall accumulate sick leave at the rate of one and one-quarter days per month and the rate of compensation shall be determined by multiplying the number of hours in his normal daily work schedule times his regular hourly rate of pay. (Employees scheduled to work less than twenty (20) hours per week, part time, seasonal, as defined in the M.E.R.A., temporary and employees employed on emergency basis are not eligible for sick leave, except as may be required by law.)

(B) Sick leave earned in any month of service shall be available at any time during any subsequent month.

(C) No sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted unless authorized in advance by the Director of Labor Relations. Such authorization shall not exceed one (1) year's sick leave allowance.

### Section 4 - Sick Leave Accumulation

(A) All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred fifty (150) working days.

(B) For each seven and one-half working days of sick leave earned after the maximum accumulation has been reached, each permanent employee shall receive one (1) working day of leave with pay. Such earned leave shall be taken within the succeeding calendar year.

(C) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

(D) No credit for sick leave shall be granted for time worked by an employee in excess of his normal work week.

### Section 5 - Medical Certificate Required

A medical certificate, acceptable to the appointing authority, is required:

(A) For frequent or habitual absence from duty and/or when in the judgment of the appointing authority there is reasonable cause for requiring such certificate.

(B) For any period of absence consisting of more than three (3) consecutive working days.

- (C) When a member of the immediate family is critically ill or disabled.

#### Section 6 - Sick Leave Accumulated At Retirement Or Death

(A) Upon retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated, up to a maximum of 120 days. Said credit shall be paid in a lump sum within one (1) month of the employee's retirement date.

(B) Upon the death of an employee, the amount of sick leave time credited to the employee up to a maximum of 120 days shall be payable to his beneficiary.

(C) If an employee is laid off and subsequently recalled within two (2) years of the date of layoff pursuant to Article 5, the sick leave balance that was credited to said individual at the time of layoff shall be restored to his credit upon recall.

If the employee is not recalled within two (2) years of the date of layoff, then he shall be paid a lump sum at the end of the two (2) years, equal to the number of sick days accrued at the time of layoff, up to a maximum of 120 days times the employee's daily rate of pay at the time the layoff occurred. If the employee dies during the two-year period, not having been recalled, said sum shall be paid to his/her estate.

(D) Employees who leave the City service in good standing and who have a minimum of thirty (30) sick days accrued at the time of separation, shall be paid for one-half the total number of accumulated days at the rate of pay then in effect.

#### Section 7 - Administration of Sick Leave

(A) Each Department Head shall be responsible for the administration of these provisions subject to the authority of the Controller's Office.

(B) There shall be maintained in each Department a record for each employee of all sick leave taken and accumulated. These records shall be subject to inspection by the Controller's Office and he may require periodic reports to be submitted to him.

(C) During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure may include either of the following:

1) A record of an employee's accumulated sick leave shall be submitted to him upon his request at least once annually.

2) A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City, but not to be less than once annually.

## Section 8

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.

## Section 9 - Leave Without Pay

Leaves of absence without pay of less than thirty (30) days shall be granted only if approved by the employees Department Head. Approval of leave without pay for unclassified employees must be obtained from their Department Head.

(A) Employees granted a medical leave of absence may utilize any or all of their accumulated sick leave before going on the leave without pay.

1) Leave of absence without pay not to exceed one year is available to care for an ill child, parent or spouse or for maternity or paternity purposes under medical conditions whereby the father is needed at home.

(B) Employees on a leave without pay shall not continue to accumulate sick leave or vacation credits. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.

(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 designated to handle such arrangements or the insurance coverage will be terminated. Provided, however, that if the employee fails to return to work, the employee shall be liable for the retroactive premium payments.

(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 10 - 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 local 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 11 – FMLA Leave

(A) 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 twelve (12) 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 twelve (12) weeks 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. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.

(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 designated to handle such arrangements 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. Provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

## Section 12

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-by-case basis. Sick leave can also be donated to a sick leave bank to be administered by an 884-committee consisting of the President and two approved members. Any existing days that were previously donated and unused shall be placed into the sick leave bank.

## Section 13

Quarantine: There shall be no loss of salary or sick leave accumulation when a school-based Public Health Nurse is subject to quarantine by order of the Health Department for reasons other than a personal illness of the Public Health Nurse.

## **Article 10 - Occasional Sick Leave and Short-Term Disability**

### **Section 1**

Only employees hired on or after July 1, 1998, shall be covered by the provisions of this Article.

### **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, to be credited January 1 of each calendar year after the employee has completed his/her probationary period.

In the case of a new employee, he/she shall not be credited with any paid sick days until his/her probationary period is completed; at which time the employee shall be credited with a pro-rated number of paid sick days retroactive to his/her date of hire for the first calendar year only.

All paid sick days credited in any one calendar year shall be forfeited if not used within that calendar 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 who has completed his/her ninety (90) day probationary period 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 consecutive calendar day absences 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.

#### Section 4 - Administration of Sick Leave

(A) Each Department Head shall be responsible for the administration of these provisions subject to the authority of the Controller's Office.

(B) There shall be maintained in each Department a record for each employee of all sick leave taken, available and/or lost for each calendar year. These records shall be subject to inspection by the Controller's Office, and he/she may require periodic reports to be submitted to him/her.

(C) During the effective period of this Agreement, a satisfactory method of informing individual employees of available sick leave in each calendar year shall be established. Such procedure may include either of the following:

1) A record of an employee's available sick leave in the pertinent calendar year shall be submitted to the employee upon his/her request at least once annually.

2) A record of an employee's available sick leave in the pertinent calendar year shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City, but not be less than once annually.

#### Section 5

Employees shall not be allowed to donate any unused sick leave days to fellow employees; however, they shall be able to donate such days to the Sick Leave Bank with the proviso that he/she cannot be the recipient of any days from the Sick Leave Bank.

### **ARTICLE 11 - Time Allowance For Death In Family**

#### Section 1

Regular full time employees may be absent from their assigned duties for five (5) consecutive calendar days following the death of a member of his immediate family, provided such absence occurs within two weeks of the death; this two (2) week period may be extended in extraordinary circumstances by the Department Head or his/her designee. Should any of these days be one of his regularly scheduled workdays, he/she will be compensated for such absence.

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

For the death of a parent, spouse or child the employee shall be allowed five (5) consecutive working days following the death.

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

Any days taken for this purpose which are in addition to five (5) days authorized leave shall be considered as leave without pay. Vacation and personal days may be used for the additional days.

## Section 2

In addition to the provision provided for above, employees may attend funerals for other close relatives related by blood or marriage. When the funeral is held within the New Haven area, one 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) day's leave will be granted.

## Section 3

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

## Section 4

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

# **ARTICLE 12- Holidays**

## Section 1

All 10-month employees shall receive eleven (11) paid holidays, which shall be observed between Monday and Friday. The eleven (11) holidays, which shall 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, Labor Day, Columbus Day/Indigenous Peoples Day/Italian American Heritage Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, employees shall receive one (1) floater holiday for use at their discretion. All 12-month employees shall receive the 11 holidays cited above, as well as Juneteenth and Independence Day, for a total of 13 paid holidays.

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 only. Seniority by rotation shall prevail in any areas of conflict.

Further, any day declared a holiday by the Mayor of the City, and which results in a paid holiday for all City Departments shall also be observed as a holiday under this Article if such day is a normal work day. Employees who are required to work on such holidays shall, in addition to holiday pay, be paid at time and one-half their regular hourly rate for all hours worked on such holidays. Ten (10) month employees of the Department of Education are not entitled to paid holidays.

## Section 2

An employee who is absent from duty on the day before or the day following a holiday shall not be paid for such holiday unless his/her absence is covered under the sick leave plan and he/she is receiving pay for such absence.

## Section 3

Employees on any authorized leave of absence shall not be entitled to holiday pay.

## Section 4

A holiday paid for but not worked shall be counted as a day worked for the purpose of computing overtime beyond forty (40) hours per week, or eight (8) hours per day, provided only if the holiday is a scheduled workday for the employee.

## Section 5

An employee shall be paid holiday pay based on regular day's pay computed on the employee's regular hourly rate.

# **ARTICLE 13 - Grievance Procedure**

## Section 1

It is understood by the parties that the intent of having a grievance procedure is to allow the Department to function in an orderly fashion, and as such it is expected that all orders shall be followed by all employees. Should a dispute arise, the employee is expected to carry out his assignment without delay and file his grievance in accordance with the procedure outlined in this Article. Failure on the part of an employee to carry out a direct order of a supervisor will be considered insubordination for which appropriate disciplinary action will be taken.

The Employer and the Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level possible, and nothing in this Article should be interpreted as discouraging an employee and/or his representative from discussing any dissatisfaction, in an informal manner, with his immediate supervisor, higher level supervision, or Department of Labor Relations representatives. Such discussions will not interfere with the right of any employee to process



grievances through the grievance procedure, providing the Union is promptly notified of such grievance as it is being processed.

A grievance shall be considered to be a dispute between an employee and/or the Union and the City concerning the interpretation and application of the specific provisions of this Agreement. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:

- (a) Dismissal of employees during the initial working test period.
- (b) The decision to subcontract.

All grievance step hearings, arbitrations and grievance related meetings shall be closed to the press and the public, unless the parties jointly agree to the contrary.

## Section 2

### Step 1:

An employee with a grievance should first discuss the matter with the Department Head or his/her designee. In this discussion, the persons involved shall make an earnest effort to resolve the matter. The Department Head or his/her designee 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 grievances should be settled at this Step.

### Step 2:

If the Union is not satisfied with the answer at Step 1 it shall then reduce the grievance 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 indicating the decision to process the grievance through the negotiated grievance procedure; (2) A statement presenting the nature of the grievance; (3) A statement outlining the relief sought; and (4) Specific reference to the clause or clauses of the Agreement which the grievant feels have been violated. The Union 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 of receipt of the written grievance.

### Step 3:

If the decision at Step 2 is not satisfactory to the Union, it may appeal, in writing to the Director of Labor Relations within ten (10) working days after receiving the decision at Step 2. Upon receipt of such an appeal, the Director or his 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 Union shall be afforded the right to meet and discuss the grievance with the Director or his representative. The decision of the Director or his representative will be made as soon as practicable, but not later than ten (10) working days after receipt of appeal from Step 2.

## Section 3

Any grievance which is not taken up with the employee's immediate Supervisor within thirty (30) working days after the occurrence of the matter, out of which the grievance arises, shall not

be presented or considered at a later date. The employee 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 in writing. Any grievance not answered within the time limits may be taken immediately to the next step of the grievance procedure.

#### Section 4

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

#### Section 5

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 grievances shall be known as a Unit Grievance.

#### Section 6

An employee's grievance will be considered settled upon (a) his written notice, (b) when the complainant ceases to be a regular employee of the City or (c) when the time limit to appeal to the next Step expires, provided however that (b) shall not apply if 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.

#### Section 7

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

#### Section 8

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.

#### Section 9

It is recognized by both parties that on occasions a grievance may develop, the immediate disposition of which would be in the best interests 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/her with the situation. At that time a determination shall be made as to what procedure is to be followed.

## **ARTICLE 14 - Arbitration**

### **Section 1**

In order to be considered, a petition by the Union for arbitration shall be received by the Director of Labor Relations or his representative within ten (10) working days after the next regular scheduled meeting of the Union's Executive Board following the date of the Step 3 decision, but in no event more than forty (40) working days after the date of decision at Step 3. Grievances not appealed within this time shall be considered as settled.

### **Section 2**

Petition for arbitration shall be in writing and contain the following items: (1) Signed approval to arbitrate by the Union, (2) The specific Section(s) believed violated; (3) The relief sought; and (4) A statement of the issue involved. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend the grievance, including references to the Article(s) or Section(s) believed violated, after receipt by the Director of Labor Relations of the petition for arbitration.

### **Section 3**

The Arbitrator or arbitrators shall be the Connecticut State Board of Mediation and Arbitration, except as otherwise agreed upon by both parties to this Agreement. If the City chooses to utilize the services of the American Arbitration Association, the City shall pay the cost minus \$200 (the equivalent of the Union's cost of utilizing the Connecticut State Board of Mediation and Arbitration.)

### **Section 4**

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

### **Section 5**

The arbitrator(s) designated in accordance with Section 3 of 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 specific provision of this Agreement, and if such an award is in the affirmative, the award shall specify the remedy.

#### Section 6

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 15- Wages**

#### Section 1

Effective and retroactive\* to July 1, 2020, there shall be a 3% general wage increase.

#### Section 2

Effective and retroactive\* to July 1, 2021, there shall be a 0% general wage increase and employees shall be placed onto the new salary schedule as outlined below:

##### Public Health Nurse

Step	12-month	10-month	Years of service
1	63,500	52,915	Hire – 2
2	68,023	56,683	3-4
3	72,868	60,721	5-6
4	80,790	67,322	7+

##### Clinic Charge Nurse

Step	12-month	Years of service
1	82,200	Hire -- 2
2	88,054	3-4
3	94,326	5-7

\*Retroactivity will be paid in two payments; to be eligible for these payments, the employee must be employed as a Public Health Nurse at the time of payment. Retroactivity is based on 3% for FY 2020/2021, and the difference between the new and old rate of pay for FY 2021/2022. The first payment shall be paid within 30 days of Legislative approval of this agreement. The second payment shall be paid in July 2023.

### Section 3

Effective and retroactive\* to July 1, 2022, there shall be a 2.25% general wage increase

### Section 4

Effective July 1, 2023, there shall be a 2.25% general wage increase.

### Section 5

Effective July 1, 2024, there shall be a 2.25% general wage increase.

### Section 6

Effective July 1, 2025, there shall be a 2.25% general wage increase.

Additionally, employees will move one step every two (2) years in accordance with the above salary schedule until reaching the top step. Once an employee reaches the top step, they receive GWIs only.

Summer work assignments shall be scheduled on a seniority basis and paid on a per diem rate calculated by dividing the employee's annual salary by two hundred (200).

### Section 7

Effective July 1, 2022, the City will no longer issue paper paychecks. All payroll compensation will be made via direct deposit to the employee's bank account of record by 9:00 am on the established pay date for that employee's pay period.

## **ARTICLE 16- Shift Differential**

### Section 1

Effective upon ratification by the Board of Aldermen, the shift differential for the second shift will be one dollar (\$1.00) per hour and for the third shift shall be two dollars (\$2.00) per hour.

Any employee, the majority of whose scheduled working hours fall between 3 p.m. and 11 p.m. shall receive the second shift differential.

Any employee, the majority of whose scheduled working hours fall between 11 p.m. and 8 a.m. shall receive the third shift differential.

## Section 2

Any other classification which currently receives a shift differential higher than those listed above shall continue the same differential.

## **ARTICLE 17 - Longevity**

### Section 1

All eligible bargaining unit employees with over five (5) years of service as of September 9, 2012 shall receive longevity pay as follows. This Article 17 shall not apply to any bargaining unit employees with fewer than five (5) years of service as of September 9, 2012, or who are hired after such date.

(A) For those eligible employees the amount of longevity pay shall be determined by multiplying that portion of their regular annual salary which an eligible employee has actually earned and received between January 1 and December 31, of the calendar year, by the appropriate percentage figure.

(B) Longevity payments shall be made in a lump sum during the month of January, and such lump sum shall be the amount due each eligible employee for the immediately preceding calendar year and shall be arrived at in accordance with the procedure set forth in item (A) of this Article.

(C) Longevity for a calendar year means that the employee receives such payment for only that portion of the calendar year in which he is eligible. For example, should an employee reach his service anniversary date in March, his longevity would be computed on that portion of his actual regular annual earnings which he earned and received from the next full pay period immediately following his service anniversary date through December 31.

### Section 2

Employees with more than five (5) but less than ten (10) years of continuous service shall have longevity computed at 1% or \$125 whichever is greater of their actual regular earnings, employees with more than ten (10) but less than twenty (20) years of continuous service shall have longevity computed at 3% or \$250 whichever is greater of their actual regular annual earnings, as set forth in item (A) above: Employees with more than twenty (20) years of continuous service shall have longevity pay computed using 4% or \$350 whichever is greater in accordance with item (A) above.

### Section 3

Longevity pay shall not be compounded from year to year. The appropriate percentage shall simply be applied to that portion of an eligible employee's regular annual salary which he has actually earned and received by December 31.

#### Section 4

A pro-rata lump sum longevity payment will be made to employees who are laid off. 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 beneficiary -- if no beneficiary then to the employee's estate. Payment shall be made for that portion of the calendar year which the employee worked prior to death or layoff.

### **ARTICLE 18 - In-Service Training**

#### Section 1

It is understood that the City may from time to time consult with the Union as to the contents of employee training programs and/or educational reimbursement, but the final decision as to the content and conduct of such programs shall rest solely and exclusively with the City, and in no event shall any aspect of such training programs or any decisions pertaining thereto, be subject to grievance, arbitration, or any other form of review by any third party whatsoever.

#### Section 3 - 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 employees' promotional opportunities, or it must be a requirement of a college or university degree program which is related to the employees 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 Department of Human Resources. Completed applications are to be submitted by the Department Head for approval by the Department of Human Resources 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 4 - Reimbursement

The City will reimburse employees for actual allowable expenses incurred not to exceed one thousand dollars (\$1,000.00) per year. There shall be no semester limit in any 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 5

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

#### **ARTICLE 19 – Staff Development**

The City agrees that during each year of this Agreement two employees shall be allowed to attend the Annual Connecticut State School Nurse's Conference without loss of pay. The conference fee shall be paid by the City. Nurses beyond the two referenced above who wish to attend the Nurse's conference must utilize personal time and pay the conference fee out of pocket.

#### **ARTICLE 20 – Absentee Policy**

Any employee who will be absent from work shall notify his/her supervisor by phone or email as soon as possible before the start of his/her shift, but not less than 60 minutes prior to the scheduled shift start, absent exigent circumstances, with a courtesy copy to their school administrator. Failure to provide said notice will result in an unexcused absence, which shall be coded as unauthorized leave without pay.

Disciplinary action will begin with the first unexcused absence in one year. A continuous period of absence for the same reasons shall be considered one absence. Days in which sick or vacation time is used or in which the absence is approved by management shall not be considered an unexcused absence for purposes of this policy. Absences of three (3) consecutive workdays without notification to the supervisor (by the employee or employee's immediate family) shall be considered as a voluntary quit except in cases where it is proven the employee was legitimately unable to provide notice.

Discipline shall be as follows:

First Unexcused Absence: Oral Warning



Second Unexcused Absence: Written Warning

Third Unexcused Absence: Suspension

Fourth Unexcused Absence: Termination

### **ARTICLE 21 - Prior Practices**

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

### **ARTICLE 22 - Non-Discrimination**

There shall be no discrimination, threat, penalty, coercion or intimidation 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 23 - Insurance**

#### **Section 1**

The City shall cover all employees scheduled to work twenty (20) hours per week or more and their eligible dependents under one of two medical care programs known as the Lumenos High Deductible Plan, and the Century Preferred PPO. Employees hired after the ratification of this agreement shall be eligible only for the Lumenos High Deductible Plan.

Prescription coverage for the programs shall include the following changes:

1. Convert from the IngenioRx National formulary to the Essential formulary
2. Increase Rx copays and add a fourth tier for specialty drugs as follows:
  - High Deductible plans: Copays after deductible \$15/\$35/\$60/\$75 Retail; 2X Mail
  - Non-High Deductible plans: \$15/\$35/\$60/\$75 Retail; 2X Mail
3. Adopt Specialty Drug management provisions
  - High Deductible Plans: IngenioRx Specialty Accumulator Rules
  - Non-High Deductible Plans: IngenioRx Cost Relief

The Department of Human Resources maintains all governing plan documents and applicable riders. There will be an annual open enrollment period per contract year.

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 Department of Human Resources. 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 Department of Human Resources. Subsequent to re-enrollment or enrollment, any changes in dependent or spouse status must be communicated to the Department of Human Resources immediately upon such change taking place. Claims or copay amounts improperly paid shall be promptly reimbursed to the City by the employee.

For members enrolled in the Lumenos High Deductible Plan the City shall contribute 50% of the deductible in each year (half funded on July 1 and the other half funded on January 1).

The City of New Haven Health Incentive Program shall be adopted which shall include, but not be limited to, the following components:

- (1) All family members shall designate a primary care physician. Members and spouses shall have an age/gender appropriate routine annual medical exam during each calendar year;
- (2) All family members shall have at least one dental cleaning/oral exam in the calendar year;
- (3) All family members shall have age/gender appropriate vaccines; and
- (4) All family members with chronic conditions shall fully participate in, and cooperate with, Anthem's Condition Care outreach initiatives if contacted.

Employees who do not participate in the program, or who participate and fail to comply with the requirements of the plan, shall contribute an additional cost towards the plan selected as follows:

Single coverage:	\$50 per month
Two-person coverage:	\$75 per month
Family coverage:	\$100 per month

## 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 (Prothodontic), C (Periodontics), and D (Orthodontics).

## Section 3

The City shall continue to provide and pay for the twenty thousand dollars (\$20,000) life insurance coverage to eligible employees.

## Section 4

The 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 5

Effective upon the ratification and legislative approval of this Agreement, there shall be an open enrollment period, after which employees must contribute a percentage of the cost of his/her health and dental premiums based on the allocation rates in effect at the time. These contributions shall be made through weekly payroll deductions as follows:

High Deductible Plan – 12 % employee cost share

Century Preferred PPO – Buy up from the cost of the HDHP to the cost of the CP PPO

Employees who elect the dental benefits mentioned in Section 2 of this Article shall be responsible for paying ten percent (10%) of the cost, based on the allocation rate, of the single, couple, or family plan selected.

## Section 6

The City shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with 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 any 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 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 7

All new employees shall serve a probationary period of ninety (90) working days. Such employees shall be considered at-will employees for the probationary period. New employees shall be eligible for health benefits on the first day of the month following their completion of sixty (60) days of employment. However, they shall not be eligible for personal days or sick days until satisfactorily completing their probationary period. The accrual of sick leave and vacation time shall be determined by the employee's original date of hire.

## Section 8 – Retiree Coverage

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 either of the two plans: Century Preferred PPO or HDHP. Retiring employees must meet the criteria set forth below:

(1) Twenty-five (25) years of service or meets the criteria to retire under the Rule of 80; employees hired after the ratification of this agreement must be at least 65 years of age.

(2) Twenty (20) years of service and retire with a service-oriented disability.

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

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 after July 1, 1998, shall make a monetary contribution for a portion of the medical insurance premiums 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, employees who retire after the Effective Date of this Agreement 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 1303-467. Such employees shall be entitled to choose among the medical insurance plan options offered to active members, at the same rate paid by such active employees.

(C) Upon reaching age 65, 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) must apply and pay for Medicare Parts A and B through the Social Security Administration. For those retirees and eligible spouse who qualify for Medicare, the City shall assist in providing coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 70. If the 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 share for the Medicare Supplemental Plan C as he/she was paying for the chosen medical plan coverage prior to turning age sixty-five.

(D) Employees shall contribute 1.25% of their base pay, pre-tax, to help offset the cost of providing post-retirement health benefits

Notwithstanding the foregoing, employees who are eligible for retiree health insurance from another employer with proof of such insurance shall be permitted to opt out of retiree health insurance coverage and shall not be obligated to pay the above contributions towards the cost of retiree health insurance. Once an employee has opted out, they are precluded from opting back in and shall never be eligible for retiree medical benefits.

#### Section 9

The City may change insurance carriers; however, the benefits enjoyed under the current plans will not be diminished. 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.

### **ARTICLE 24 - 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 24, 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.

#### 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 recover any payment made by it to supplement said benefits pursuant to Section 1 hereof from such a responsible party. If the employee recovers a judgment or otherwise settles his claim against a responsible third party, the City shall be reimbursed by the employee to the extent of the benefits paid by it.

#### Section 3

The City agrees to hold Local 1303-467, Council 4, AFSCME, AFL-CIO harmless with respect to any liability on the employee's part as above set forth.

#### Section 4

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

### **ARTICLE 25 - Union Activities**

#### Section 1

Union activities shall be carried on in such a manner so as not to interfere with Departmental activities and with the approval of Department Heads. However, this provision is not intended to unreasonably restrict Union activities.

The Union shall notify the Director of Nursing and the Director of Labor Relations of the names of current Union Officers and Union Stewards.

#### Section 2

Employees engaged in normal Union activities involving City officials shall not have their pay suspended if such meetings have the approval of the Director of Labor Relations. Employees shall notify their immediate supervisor at least twenty-four (24) hours in advance of such meetings.

### **ARTICLE 26 - Union Business Leave**

#### Section 1

The President, Vice President, Secretary, Treasurer and any three (3) other individuals appointed by the Union, shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of the labor Agreement, provided such meetings take place at a time during which such committee members are normally scheduled to work.

In addition to the aforementioned committee, the Union may from time to time ask other members to attend bargaining sessions in order that such employees may present information to the parties of particular relevance and/or importance to a given issue under consideration. It is understood that the immediately aforementioned privilege will be exercised by the Union in a reasonable and responsible fashion.

#### Section 2

A Union grievance committee of up to two (2) persons shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of scheduled grievance

hearings, when such meetings take place at a time during which such grievance committee members are scheduled to work.

### Section 3

Three officers of the Union, or their designees, shall be granted leave with pay to attend meetings of the State Convention of the Connecticut State Labor Council, AFL-CIO, Council 4 AFSCME Convention/Council 4 AFSCME Annual Conference, and the National Convention of the American Federation of State, County, and Municipal Employees, AFL-CIO. On or about thirty (30) days from the signing of the Agreement, the Union shall submit a letter to the Director of Labor Relations listing the names of those Union Officers and/or members who will represent the Union in the areas of Union activity set forth in this Article. In addition, the Union shall submit to the Director of Labor Relations the dates of the Union meetings referred to in this Section where such dates are fixed. Notification of attendance at meetings whose dates are not fixed shall also be made to the Director of Labor Relations when such become known to the Union, but in no event less than one (1) calendar week prior to such meetings.

## **ARTICLE 27 - Disciplinary Procedures**

### Section 1

Department Heads of the various City Departments, or their designee, shall exercise full disciplinary authority consistent with their oath of office and their responsibility to direct employees to perform the required work duties in order to achieve Department program goals and provide satisfactory municipal services to the general public.

### Section 2

Normally, discipline shall include either (A) A verbal warning; (B) A written warning; (C) A suspension without pay; or (D) Discharge and shall be progressive in nature. Whatever disciplinary action is taken, the parties recognize that the merits of a given situation play an important role in determining what action is appropriate, and as such, it is not the intent of the parties that all discipline will necessarily follow the order or steps cited above. It is the intent of the parties that whatever the action, such action shall be consistent with Section 4 of this Article.

### Section 3

All disciplinary actions may be appealed through the established grievance procedure.

### Section 4

- (A) Employees shall only be disciplined for just cause.
- (B) All suspensions, discharges and warnings must be stated in writing and a copy given to the employee and the Union President.

## Section 5

(A) All verbal warnings and written warnings shall be removed from the employee's record after a period of two (2) years if there has been no reoccurrence of the infraction and the employee has a good work record. All other disciplinary records, i.e., suspensions, loss of bidding rights, reduction in grade, shall be removed from an employee's work record after five (5) years if there has been no reoccurrence of the infraction and the employee has a good work record.

(B) Once an employee has satisfied the prerequisites of (A) above, the Employer agrees that it will never bring the warnings or suspensions up again.

## Section 6

Employees who are discharged during their probationary period shall not have recourse to appeal said discharge to Arbitration pursuant to Article 14 of this Agreement.

### **ARTICLE 28 - Authority And Responsibility Of The Civil Service Commission And The City Boards And Commissions**

No provision of this Agreement shall in any way contravene the authority and responsibility of the Civil Service Commission, and City Boards and Commissions as contained in the Charter and the Ordinances.

It is mutually agreed that the preceding paragraph shall not alter the terms of this Agreement.

### **ARTICLE 29 - No Strike Provision**

## Section 1

The Union agrees that during the length of this Agreement it will not call or support or participate in any work stoppage or strikes against the City. The Union further agrees that any of its members participating in any work stoppage, strike, or slowdown may be summarily discharged by the City.

## Section 2

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

## Section 3

The Union agrees that it will use its best efforts to cause its member employees, individual and collectively, to perform and render legal and efficient work and services on behalf of the City



and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

### **ARTICLE 30 - Pension**

#### **Section 1**

Schedule B attached hereto and made a part hereof, contains the terms and conditions of Pension benefits for members of Local 1303-467.

The normal retirement age for new members hired after the ratification of this agreement shall be 65 years of age.

#### **Section 2**

Special Funded employees shall not be covered by the City pension but shall continue to be covered by Social Security.

### **ARTICLE 31 - Special Provisions**

#### **Section 1**

The City will mail to each employee their paychecks whenever payday falls on a day schools are not in session for employees who work in the Board of Education whose work schedules coincide with the school calendar.

### **ARTICLE 32 - Personal Leave**

Each employee shall be entitled to three (3) days per calendar year to be known as Personal Leave. Such leave shall be with pay and not charged against sick leave. All Personal Days must be utilized, or they will be lost.

In the event that the number of employees who request Personal Leave defined under this section compromises the activities of a 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.

An employee intending to utilize Personal Leave shall notify his 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.

### **ARTICLE 33 - Residency**

There shall be no residency requirement for all bargaining unit employees.

### **ARTICLE 34 - Coverage**

The provisions of this Agreement shall be binding upon the Employer and its successors or assigns.

### **ARTICLE 35 - Supervisory Clause**

A Supervisor shall not perform work of a nature normally performed by an employee covered by this Agreement except in cases of emergency, correction of trouble or for purposes of training.

### **ARTICLE 36 - Uniforms**

#### **Section 1**

The City of New Haven shall provide Public Health Nurses with lab coats, which they shall be required to wear. Additionally, the City shall provide an annual shoe allowance of \$120 to be paid by September 30<sup>th</sup> of each year.

### **ARTICLE 37 - Miscellaneous**

#### **Section 1 - Health and Safety**

When the Union President discovers any unsafe or unhealthy working condition, he/she shall notify the responsible supervisor. If the issue cannot be resolved, the parties shall notify the Director of Labor Relations and the parties shall discuss said condition immediately.

(A) There shall be formed a joint Management and Union Safety Committee consisting of two (2) members from Management and two (2) members from Local 1303-467. This Committee shall meet at least every three months to discuss safety problems. Either side may call upon employees who are involved or may have expertise in the problem before the Committee to attend such meetings. These meetings will be held during working hours and employees in attendance will suffer no loss of pay.

Corrective measure against hazardous and unsafe conditions shall be implemented promptly. The appropriate corrective action shall be the sole responsibility of the City.

## Section 2 - Military Leave

(A) Any employee who is a member of the Reserve Corps of any branch of the Armed Forces of the United States, shall be entitled to leave of absence to attend required field training in such Reserve Corps.

(B) While engaged in such training, the employee shall receive the difference between the compensation received from military duty and regular pay as a City employee.

(C) Notification of Military Leave should be made in writing to the Department Head with a copy to the Controller's Office.

## Section 3

The City shall be responsible for transporting the school records at the start of and end of the school year to and from the school to its secure location.

## **ARTICLE 38 – Subcontracting**

The City agrees to comply with the Municipal Employee Relations Act (MERA) regarding the subcontracting of Public Health Nurse Work. If a situation necessitates the subcontracting of temporary or per diem bargaining unit work due to a shortage of nurses, the City shall inform the union before engaging in such temporary subcontracting.

## **ARTICLE 39 - Savings Clause**

### Section 1

In the event that any Federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

## **ARTICLE 40 – 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 1303-467, Council 4, AFSCME, AFL-CIO or his designee.
- H. Refusal to Submit to Drug Testing – The refusal by an employee to submit to a drug or alcohol screening test required under this Article 40 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 herein. 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 Policy. 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: Post-Accident Testing

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.

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 5: 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, as applicable. 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.

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 6: 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 7: 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 8: 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 9: Procedures

The procedures of the City of New Haven in regard to an employee using, possessing or being 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 herein 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. Second offense shall result in an immediate five (5) day suspension.
3. 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 five (5) 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 will address 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	15ng/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.

.....

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 41 - Duration and Contract Renewal

### Section 1

The duration of this Contract shall extend from July 1, 2020, through June 30, 2026, and until a subsequent Contract is negotiated and becomes effective, subject to any retroactive provisions agreed upon in a subsequent Contract.

### Section 2

This Agreement contains the entire Agreement between the parties and shall not be altered or amended except by a written agreement signed by both parties hereto.

### Section 3

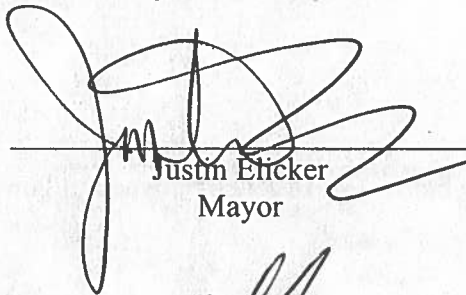
The terms of this Agreement shall take effect at the time of signing.

In witness whereof, the parties have caused their names to be signed on this 30<sup>th</sup> day of March 2023.

City of New Haven

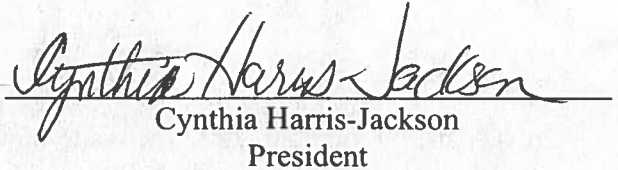
Local 1303-467, Council 4, AFSCME  
AFL-CIO

By:



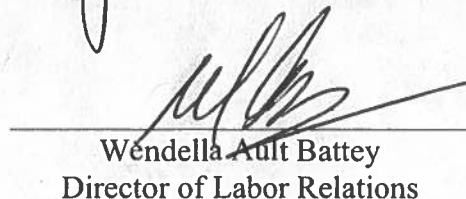
Justin Elicker  
Mayor

By:



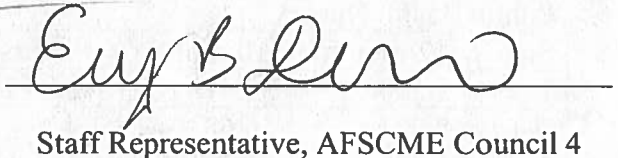
Cynthia Harris-Jackson  
President

By:



Wendella Ault Battey  
Director of Labor Relations

By:



Staff Representative, AFSCME Council 4

### **SCHEDULE A**

Local 1303-467 Salary Schedule  
New employees are hired at Step 1

July 1, 2020 – June 30, 2021 (3% - Retroactive to July 1, 2020)

FY 2021	
PCT	
Increase	3.00%
Step	Salary 10 M
1	46,867
2	47,804
3	48,760
4	49,735
5	50,730
6	51,745
7	52,780
8	53,834
9	54,912
10	56,010
11	57,129
12	58,273
13	59,438

July 1, 2021 – June 30, 2022 (Move to new salary scale below – difference between old and new rate of pay retroactive to July 1, 2021)

#### **Public Health Nurse\***

Step	12-month	10-month	Years
1	63,500	52,915	Hire – 2
2	68,023	56,683	3-4
3	72,868	60,721	5-6
4	80,790	67,322	7+

#### **Clinic Charge Nurse\***

Step	12-month	Years
1	82,200	Hire -- 2
2	88,054	3-4
3	94,326	5-7

July 1, 2022 – June 30, 2023 (2.25% retroactive to July 1, 2022)

**Public Health Nurse\***

Step	12-month	10-month	Years
1	64,929	54,106	Hire – 2
2	69,554	57,959	3-4
3	74,508	62,088	5-6
4	82,608	68,837	7+

**Clinic Charge Nurse\***

Step	12-month	Years
1	84,050	Hire -- 2
2	90,036	3-4
3	96,449	5-7

July 1, 2023 – June 30, 2024 (2.25%)

**Public Health Nurse\***

Step	12-month	10-month	Years
1	66,390	55,324	Hire – 2
2	71,119	59,264	3-4
3	76,185	63,485	5-6
4	84,467	70,386	7+

**Clinic Charge Nurse\***

Step	12-month	Years
1	85,942	Hire -- 2
2	92,062	3-4
3	98,620	5-7

July 1, 2024 – June 30, 2025 (2.25%)

**Public Health Nurse\***

Step	12-month	10-month	Years
1	67,884	56,569	Hire – 2
2	72,720	60,598	3-4
3	77,900	64,914	5-6
4	86,368	71,970	7+

**Clinic Charge Nurse\***

Step	12-month	Years
1	87,876	Hire -- 2
2	94,134	3-4
3	100,839	5-7

July 1, 2025 – June 30, 2026 (2.25%)

**Public Health Nurse\***

Step	12-month	10-month	Years
1	69,412	57,842	Hire – 2
2	74,357	61,962	3-4
3	79,653	66,375	5-6
4	88,312	73,590	7+

**Clinic Charge Nurse\***

Step	12-month	Years
1	89,854	Hire -- 2
2	96,253	3-4
3	103,108	5-7



## **SCHEDULE B - 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 Employees Retirement Fund.

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

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

Eligible employee means any General Fund full time employee 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 amendment 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 term 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 moneys 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 judgment 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 the 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 (Workmen's) Worker's 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 And 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 biannually) 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 Classifications

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 Credit 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 Firemens 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 Local 1303-467 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:

Local 1303-467 of the American Federation of State, County and Municipal Employees or Local 1303-467member(s) means all the eligible employees, of the City of New Haven, for whom Local 1303-467 or its successor has a legal responsibility to represent according to Public Act 159, as amended, of the State of Connecticut 1965 General Assembly. Eligible employees holding positions under new classifications, which shall come under the representation of Local 884 or its successor in the future, shall also accrue the terms and benefits of this Article.

Section 2 - Determination Of Contributions Or Participating Members

The rate of contributions shall be 9% of pay, 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 the 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.

If 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 division. 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.

(B) Any member the sum of whose age and years of Credited Service for the City equals or exceeds eighty (80), or in the case of members with less than ten years of service (including new hires) as of July 1, 2010, 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 (3%) percent interest compounded annually; and
- (4) The member passes such medical examinations 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 the purpose 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 pursuant to Section 6; provided satisfactory proof of such disability shall be submitted to the Retirement Board. In the event an employee is separated from service pursuant to the City's Worker's Compensation Return to Work II program, that employee shall be considered disabled as a result of his/her employment with the City of New Haven. As such, the employee shall be automatically eligible for a disability annuity, provided the employee meets all other requirements.



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 (or by reason of disability), 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.

(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. 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.

(C) For employees retiring by reason of disability arising after the completion of ten (10) years of 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 the 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 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 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 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 annual rate of pay for said five (5) years of his service. This provision shall apply to any person retired on or after January 1, 1957, provided such person makes written application to the Retirement Board within one year after such involuntary retirement.

(F) 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, 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 five (5%) percent, 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 anyone 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 (2%) percent 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) "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.

(B) 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.

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

(D) Effective July 1, 1986, any employee who dies while still employed, the widow benefit shall be calculated by treating said deceased employee as if they retired on the date of death and then giving the widow or widower 50% of what the pension would have been.

(E) Upon the ratification of the Agreement (January 17, 2023) all employees including new hires shall have the option to determine their survivorship benefits from the following options:

**Life Annuity:** A life annuity form of payment provides you with a monthly payment for your lifetime. Upon your death, monthly benefit payments will cease.

**10 Years Certain and Life Annuity:** A 10 year certain and life annuity form of payment provides you with a reduced monthly payment for your lifetime with 10 years of monthly payments guaranteed. Under this option, you accept a reduced benefit payable for your lifetime, but are guaranteed a minimum scheduled number of monthly payments for 120 months. This means that if you die after retirement, but before you receive the scheduled number of monthly payments, the balance of the guaranteed payments will be paid to your beneficiary.

**Joint and Survivor:** A joint and survivor annuitant form of payment provides you with a reduced monthly payment for your lifetime. Upon your death, monthly payments of 50%, 75%, or 100% of the original amount will be made to your survivor annuitant. Because your survivor annuitant would receive payments after your death, the relative financial effect of a joint and survivor annuitant form of payment is to reduce the monthly payments you would otherwise have received had payments been made to you as a life annuity. If you elect a joint and survivor annuitant form of payment, the actual payment amount will be determined based upon your survivor annuitant's actual age.

**Survivor Benefits:** for the Joint and Survivor form of payments, the survivor's benefit is only payable if the chosen survivor is alive upon participant death. If the chosen survivor is not alive, then no additional benefit is payable upon participant death. The choice of survivor may not be changed after benefit payments have commenced.

#### 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 16, 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

(A) 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 and 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 annual increase shall not exceed two percent (2.0%) for any members (including new hires) who do not have at least twenty (20) years of service as of July 1, 2010; further the maximum aggregate lifetime increase shall not exceed twenty percent (20%) for employees with greater than ten but less than twenty years of service as of July 1, 2010; and shall not exceed fifteen percent (15%) for members with less than ten (10) years of service (including new hires) as of July 1, 2010.

(B) 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 (COLA's) at the rate of forty percent (40%) of the actuarial value of the benefits.

## Medical Benefit Matrix Summary

Local 1303-467 - Matrix Effective 07/01/2023		Employees hired after 7/1/2023 may only elect Lumenos HSA Plan	
Benefit	Century Preferred PPO - 2023	Lumenos HDHP - 2023 with H.S.A.	
Cost Shares	<p>In Network services subject to copays</p> <p>Out-of-Network services subject to deductible and coinsurance</p> <p>Copay - \$15 EPHC PCP; Other PCP provider \$25; \$30 Specialist O/V</p> <p>\$150 Emergency Room; Ambulatory Services \$100; Urgent Care \$100; \$200 Outpatient Surgery; \$250 Hospital Admission</p> <p>\$75 High Cost Diagnostic up to \$375 maximum per year</p> <p>Lifetime Max. In &amp; Out Network - Unlimited</p>	<p><u>Deductible:</u> \$2,000 Ind / \$4,000 family shared in and out of network</p> <p><u>In-Network:</u> covered at 90% after deductible;</p> <p><u>Out-of-Network:</u> covered at 60% after deductible</p> <p><u>In-Network:</u> \$4,000 Ind / \$8,000 family cost share maximum;</p> <p>As of July 1, 2016 no one member of a family plan will have out of pocket cost exceeding \$6,850</p> <p><u>Out-of-Network:</u> \$6,000 Ind / \$12,000 family cost share maximum</p> <p>Lifetime Max. In &amp; Out Network - Unlimited</p>	→
Out-of-Network (OON) Benefit	<p>OON Network Deductible - \$2,000 Ind / \$4,000 family</p> <p>Coinsurance - member pays 20% after deductible</p> <p>Cost Share Maximum - \$6,000 Ind / \$12,000 family</p> <p>Lifetime Max. In &amp; Out Network - Unlimited</p>	<p>OON Network Deductible (combined with In-Net) - \$2,000 Ind / \$4,000 family</p> <p>Coinsurance - member pays 40% after deductible</p> <p>Cost Share Maximum - \$10,000 Ind / \$20,000 family</p> <p>Lifetime Max. In &amp; Out Network - Unlimited</p>	→
Participating in State Network	Uses the Century Preferred PPO Network for In-Network Services - Services from any other providers would be an Out-of-Network		
Participating Out of State Network	Uses the National BlueCard PPO Network for In-Network Services - Services from any other providers would be an Out-of-Network		
PREVENTIVE CARE	Uses the National BlueCard PPO Network for In-Network Services - Services from any other providers would be an Out-of-Network		
Pediatric	<p>All Preventive services are provided in accordance with guidelines established by Health Care Reform</p> <p>No Copay</p> <p>Exams allowed per established Health Care Reform Schedules. Visit: <a href="https://www.healthcare.gov/preventive-care-children/">https://www.healthcare.gov/preventive-care-children/</a> for more information</p>	<p>All Preventive services are provided in accordance with guidelines established by Health Care Reform</p> <p>Deductible Waived - No Copay</p> <p>Exams allowed per established Health Care Reform Schedules. Visit: <a href="https://www.healthcare.gov/preventive-care-children/">https://www.healthcare.gov/preventive-care-children/</a> for more information</p>	→
Adult	<p>All Preventive services are provided in accordance with guidelines established by Health Care Reform</p> <p>No Copay</p> <p>Exams allowed per established Health Care Reform Schedules. Visit: <a href="https://www.healthcare.gov/preventive-care-adults/">https://www.healthcare.gov/preventive-care-adults/</a> for more information</p>	<p>All Preventive services are provided in accordance with guidelines established by Health Care Reform</p> <p>Deductible Waived - No Copay</p> <p>Exams allowed per established Health Care Reform Schedules. Visit: <a href="https://www.healthcare.gov/preventive-care-adults/">https://www.healthcare.gov/preventive-care-adults/</a> for more information</p>	→
Immunizations	<p>Per Healthcare Reform guidelines</p> <p>\$0 Copay for annual preventive exam</p> <p>\$30 Copay Maternity - First Visit Only</p>	<p>Per Healthcare Reform guidelines</p> <p>Deductible waived - No Copay for annual preventive exam</p> <p>10% after deductible for maternity</p>	→
Gynecological / Obstetrics	<p>Age 40-49 as recommended by provider</p> <p>\$0 Copay age 50 and over once every 2 years</p>	<p>Age 40-49 as recommended by provider</p> <p>Deductible waived - No copay age 50 and over once every 2 years</p>	→
Mammography	<p>No Copay (once every 2 calendar years)</p>	<p>Deductible waived - No Copay (once every 2 calendar years)</p>	→
Vision (See BVV rider fact sheet for additional vision benefits)	<p>No Copay (once every 2 calendar years)</p>	<p>Deductible waived - No Copay (once every 2 calendar years)</p>	→



Local 1303-467 - Matrix Effective 07/01/2023				Employees hired after 7/1/2023 may only elect Lumenos HSA Plan	
Benefit	Century Preferred PPO - 2023		Lumenos HDHP - 2023 with H.S.A.		
MEDICAL SERVICES					
PCP Designation	Members must designate a PCP for subscribers and dependents		Members must designate a PCP for subscribers and dependents		
Medical office visits	\$15 EPHC PCP; Other PCP provider \$25; \$30 Specialist OV EPHC (Enhanced Personal Healthcare Providers)-These providers have committed to providing enhanced care in terms of managing your overall \$30 Copay		10% after deductible up to out of pocket maximum		
Physical or Occupational Therapy	30 Combined Visits for PT, OT, ST; prior auth is required on pilot		10% after deductible		
Speech Therapy	\$30 Copay 30 Combined Visits for PT, OT, ST		10% after deductible		
Chiropractic Services	\$30 Copay 20 visit maximum per calendar year		10% after deductible		
Allergy Services	\$30 Copay		12 visit maximum per calendar year		
Diagnostic, Lab & X-ray	Covered		10% after deductible up to out of pocket maximum		
High Cost Diagnostic (MRI, MRA, CAT, CTA, PET, Spect Scans)	\$75 copay per service up to \$375 maximum per year; requires prior auth		10% after deductible up to out of pocket maximum; requires prior auth		
Outpatient Mental Health & Substance Abuse	\$25 Copay		10% after deductible up to out of pocket maximum		
EMERGENCY CARE					
Emergency Room	\$150 Copay (waived if admitted)		10% after deductible up to out of pocket maximum		
Urgent Care	\$100 Copay		10% after deductible up to out of pocket maximum		
Walk-In Centers	\$25 Copay		10% after deductible up to out of pocket maximum		
Ambulance (Land, Air, Water)	No charge - subject to medical necessity		10% after deductible up to out of pocket maximum - subject to medical necessity		
INPATIENT HOSPITAL - All admissions require Pre-Certification					
Inpatient - General / Medical / Surgical / Maternity (Semi-Private)	\$250 Per Admission Copay		10% after deductible up to out of pocket maximum		
Ancillary Services, Medications, and Supplies	Covered		10% after deductible up to out of pocket maximum		
Mental Health	\$250 Copay Per Admission		10% after deductible up to out of pocket maximum		
Substance Abuse	\$250 Copay Per Admission		10% after deductible up to out of pocket maximum		
Rehabilitative Services	\$250 Copay Per Admission 60 Days Per Calendar Year		10% after deductible up to out of pocket maximum 100 Days Per Calendar Year		
Skilled Nursing Facility	\$250 Copay Per Admission 120 Days Per calendar Year		10% after deductible up to out of pocket maximum 100 Days Per Calendar Year		
Pre-Admission Testing	Covered		10% after deductible up to out of pocket maximum		

Local 1303-467 - Matrix Effective 07/01/2023			Employees hired after 7/1/2023 may only elect Lumenos HSA Plan	
Benefit	Century Preferred PPO - 2023	Lumenos HDHP - 2023 with H.S.A.		
OTHER SERVICES				
Outpatient Surgery	Prior Authorization May Be Required \$200 Copay at Hospital Facility; \$100 Copay Ambulatory Surgical Center	Prior Authorization May Be Required 10% after deductible up to out of pocket maximum		
Durable Medical Equipment (Including Prosthetics)	Covered at 100%	10% after deductible up to out of pocket maximum		
Home Health Care	Covered - up to 200 visits per calendar year OON-\$50 Deductible & 20% Coinsurance	10% after deductible up to out of pocket maximum up to 100 Days Per Calendar Year		
Hospice	Covered	10% after deductible up to out of pocket maximum		
Acupuncture	\$30 Copay	10% after deductible up to out of pocket maximum		
Orthotics	Not Covered	Not Covered		
TMJ	Not Covered	Not Covered		
Gastric Bypass	Covered - copay subject to service location \$30 Office Visit Copay	10% after deductible up to out of pocket maximum		
Infertility	Coverage up to State Mandate Level - Prior Auth required Some Restrictions May Apply	Coverage up to State Mandate Level - Prior Auth required Some Restrictions May Apply		
PRESCRIPTIONS				
RETAIL (up to 30 day supply)				
Genetics	\$15			After deductible, \$15
Formulary Brand	\$35			After deductible, \$35
Non-Formulary Brand	\$60			After deductible, \$60
SPECIALTY MEDICATIONS	\$75			After deductible, \$75
MAIL ORDER (up to 90 day supply)				
Generic	\$30			After deductible, \$30
Formulary Brand	\$70			After deductible, \$70
Non-Formulary Brand	\$120			After deductible, \$120
ADDITIONAL PROVISIONS	Mandatory Mail Order; Mandatory Generic; Step Therapy; Prior Authorization; Quantity Limits; Half Fill Program; Specialty Cost Relief			
	mandatory mail order; mandatory generic; step therapy; prior authorization; quantity limits; half fill program; specialty accumulator rule			



## City of New Haven Preventive Health Program

### Objective

The City of New Haven is seeking to develop an employee incentive program that encourages their member population to obtain appropriate preventive care screenings, recommended by age and gender, in an effort to promote healthier lifestyles and enable members and providers to identify potential health issues that may impact the quality of life for the member and require immediate treatment planning

### Overview of Program

#### A. PCP Designation

Members must designate a PCP for self and spouse\*

- a EPHC PCPs provide member with lower office visit copay
- b Non-EPHC PCPs: Standard member copay amount

*\*Please note, PCP designation can be entered on the application at the time of enrollment in the members health plan option*

#### B. Preventive Health Measures

Members are encouraged to comply with specific preventive health measures:

<u>Preventive Screening/Service</u>	<u>Age/Gender</u>	<u>Frequency</u>
Preventive Screening	18 +, Male and Female	Annual
Glucose Screening	18+ Male and Female	Annual
Cervical Cancer Screening	21 + Female	Every 3 years
Dental Cleaning	All ages, Male and Female	Annual
Breast Cancer Screening	40+, Female	Baseline at age 40
Colorectal Cancer Screening	50+, Male and Female	Baseline at age 50
Prostate Cancer (PSA)	50+, Male	Baseline at age 50

#### C. Chronic Health Conditions Compliance

Members with the following chronic health conditions who are identified to participate in Anthem's ConditionCare disease management program, must actively participate in program

- Asthma
- Diabetes
- COPD
- CAD
- Heart Failure

#### HIP PROGRAM DETAILS

Under the Health Incentive Plan (HIP) the member will be required to:

1. Designate a PCP, each covered individual will have to identify a doctor as their personal physician with Anthem.
2. Have the recommended preventative screenings and/or physical examination with a physician as is age and gender appropriate
  - Annual Biometric screenings, BMI, glucose, blood pressure & cholesterol (for most members this is part of the annual physical)
  - Cervical cancer screening for females over 21 every 3 years
  - Baseline mammogram for females over 40
  - Baseline colonoscopy for all after 50
  - Prostate screening for males over 50
  - At least one routine dental checkup and cleaning annually
3. Chronic Health Compliance – members who have been identified with certain chronic health conditions must participate in the ConditionCare Disease Management program. Compliance is based solely on participation, for example, does the member take the phone call from the nurse case manager who will monitor medication usage and the like. It is not based on any clinical outcome.

More particularly, members are identified based on clinical data by Anthem, and then they are contacted by a case manager from Anthem, who reviews their treatment and medication, etc. to help insure they are managing their condition properly. Please note that ConditionCare is already part of your plan today. Members with these diseases are already being contacted. All the HIP does is require them to take the phone call and interact with the case manager and not ignore the call as happens today.

Tracking Compliance – Compliance will be tracked on a calendar year basis, then it will take several months to contact those not in compliance before instituting the penalty payment the following July 1<sup>st</sup>. It will work as follows:

Assuming this contract is settled and effective July 1, 2017, the Board would not actually begin tracking HIP compliance until calendar year 2018. The Board will receive data from Anthem in February of 2019 for the previous calendar year and contact all those not in compliance. They would then have until June to get in compliance or furnish documentation that they were already in compliance. Those that do not would begin paying the additional monthly medical deduction in July of 2019. They will pay that

additional fee for each month they remain non-compliant; as soon as they are in compliance, however, the additional fee will be removed.

The penalty will be an additional monthly charge for medical of Single \$50, Two Person \$75 and Family \$100. It does not matter how many items you are in non-compliance on, one or more, the penalty is the same. The member can appeal the penalty. More importantly, they will have to have been notified several times in writing prior to any penalty being implemented. The Board will review for compliance annually on a calendar year basis. Any penalties will not be assessed until the following July 1<sup>st</sup>.

No member will ever be fined for following the advice of their doctor. The ConditionCare program and the nurse case manager are only involved to reinforce what the doctor is advising, not replace it.



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF NEW HAVEN  
AND  
THE NEW HAVEN BOARD OF EDUCATION  
AND

LOCAL 3144 OF MANAGEMENT & PROFESSIONAL MANAGEMENT UNION OF  
COUNCIL 4 AFSCME, AFL-CIO; LOCAL 884 OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES; LOCAL 424, UNIT 34 OF  
UNITED PUBLIC SERVICE EMPLOYEES UNION; LOCAL 71 OF UE LOCAL 222  
CILU/CIPU; BOARD OF EDUCATION EMPLOYEES LOCAL 287 OF COUNCIL 4  
AFSCME, AFL-CIO; LOCAL 217 OF HOTEL & RESTAURANT EMPLOYEES &  
BARTENDERS UNION, AFL-CIO; UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA, LOCAL 24; BROTHERHOOD OF PAINTERS AND  
ALLIED TRADES, DISTRICT COUNCIL 11; INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, LOCAL 90; UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING  
INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 777,  
LOCAL 1303-464 OF COUNCIL 4, AFSCME, AFL-CIO,  
AND LOCAL 1303-467 OF COUNCIL 4, AFSCME, AFL-CIO

7 This Memorandum of Understanding entered into this 20<sup>th</sup> day of June 2016 by and among the City of New Haven (the City"), the New Haven Board of Education ("BOE"); Local 3144 of Management & Professional Management Union of Council 4 AFSCME, AFL-CIO; Local 884 of the American Federation of State, County and Municipal Employees; Local 424, Unit 34 of United Public Service Employees Union; Local 71 of UE Local 222 CILU/CIPU; Board of Education Employees Local 287 of Council 4, AFSCME, AFL-CIO; Local 217 of Hotel & Restaurant Employees & Bartenders Union, AFL-CIO; United Brotherhood of Carpenters and Joiners of America, Local 24; Brotherhood of Painters and Allied Trades, District Council 11; International Brotherhood of Electrical Workers, Local 90; United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local 777, Local 1303-464 of Council 4, AFSCME, AFL-CIO, and Local 1303-467 of Council 4, AFSCME, AFL-CIO (collectively the "Unions").

WHEREAS, Special Act No. 397 of 1939 established a pension fund for the employees of the City to be known as the city of New Haven employees' retirement fund; and

WHEREAS, the provisions of CERF were amended by special acts, including Special Act 379 adopted in 1965 ("Special Act 379"); and

WHEREAS, the City enacted an ordinance on December 8, 1969 amending Special Act 379, which ordinance is codified as Title II, Article IX of the City of New Haven Laws and Ordinances ("Article IX"), and which ordinance changed the name of the pension fund to the City of New Haven City Employees' Retirement Fund ("CERF"); and

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WHEREAS, the City and/or the BOE have entered into collective bargaining agreements with each of the Unions (collectively the "CBAs"), which incorporate the provisions of Article IX as amended by the CBAs; and

WHEREAS, the written terms of CERF are currently set forth in a plan document (the "Plan"), which reflects the provisions of Article IX as modified by the CBAs and which has received a favorable determination from the Internal Revenue Service as to the tax-qualified status of the Plan; and

WHEREAS, Article IX, the CBAs, and the Plan all provide that employees who are receiving benefits from, or who are eligible to participate in, any pension or retirement fund sponsored by the State of Connecticut ("State Pension Participants") are not eligible to participate in CERF; and

WHEREAS, it has come to the attention of the City of New Haven Pension Division that certain State Pension Participants who would be eligible for CERF except for their status as State Pension Participants have been making employee contributions to CERF throughout their employment with the City or the BOE, and CERF has been administered to treat such State Pension Participants as eligible members of CERF; and

WHEREAS, after an extensive review of internal records as well as information obtained from the State of Connecticut, the City of New Haven Pension Division has determined that it would not be possible to properly identify all City and BOE employees who were eligible for, but not yet receiving benefits from pension or retirement plans sponsored by the State of Connecticut and thereby exclude such employees from participation in CERF; and

WHEREAS, the City, the BOE, and the Retirement Board (as defined in the Plan) wish to amend the terms of the Plan to conform the Plan's written terms to the actual administrative practice of including State Pension Participants who otherwise qualify as employees who are eligible to participate in CERF as employees who are eligible to participate in CERF; and

WHEREAS, such amendment would retroactively provide benefits for certain employees who are not permitted to participate in CERF under the current terms of the Plan and the CBAs, but who have made contributions to CERF and anticipated receipt of such benefits; and

WHEREAS, the Retirement Board filed an application for approval of this amendment under the Voluntary Compliance Program of the Employee Plans Compliance Resolution System maintained by the Internal Revenue Service, and

WHEREAS, The Internal Revenue Service issued a Compliance Statement on January 19, 2017 approving the retroactive amendment, which is conditioned upon timely adoption of such amendment on or before June 18, 2017; and

WHEREAS, the Plan provides that if there is a conflict between the CBAs and the Plan provisions, the provision of the CBAs shall be controlling; and

WHEREAS, modification of the CBAs is necessary for the amendment to take effect;

NOW THEREFORE, the City, the BOE, and the Unions hereby agree and stipulate to the following:

1. The contract between the City and Local 884 of the American Federation of State, County and Municipal Employees is hereby modified so that the fifth paragraph of Schedule F, Article I, Section I will read as follows:

"Eligible employee means any General Fund full time employee 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.~~"

2. The contract between the City and Local 3144 of Management & Professional Management Union of Council 4 AFSCME, AFL-CIO is hereby modified so that the fifth paragraph of Schedule A, Article I, Section I will read as follows:

"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.~~"

3. The contract between the City and Local 424, Unit 34 is hereby modified so that the fifth paragraph of Schedule A, Article I, Section I will read as follows:

"Eligible employee means any General Fund full time employee, 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.~~"

4. The contract between the City and UE Local 222 CILU/CIPU Local 71 is hereby modified so that the fifth paragraph of Schedule G, Article I, Section I will read as follows:

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

5. The contract between the New Haven Board of Education and Board of Education Employees Local 287 of Council 4, AFSCME, AFL-CIO is hereby modified by adding the following sentence at the end of Section 1 of Article 30:

"The Pension Plan shall be modified so that no employee who is otherwise an eligible employee will be excluded from participation solely because such employee is receiving benefits from or eligible for participation in any of the other pension or retirement funds of the State of Connecticut."

6. The contract between the New Haven Board of Education and Hotel & Restaurant Employees & Bartenders Union Local 217, AFL-CIO is hereby modified by adding the following sentence at the end of Section 2 of Article 15:

"Notwithstanding the foregoing, no employee who is otherwise an eligible employee in accordance with Special Act 379 will be excluded from participation solely because such employee is receiving benefits from or eligible for participation in any of the pension or retirement funds of the State of Connecticut."

7. The contract between the New Haven Board Of Education And United Brotherhood Of Carpenters And Joiners Of America, Local 24; Brotherhood Of Painters And Allied Trades, District Council 11; International Brotherhood Of Electrical Workers, Local 90; And United Association Of Journeymen And Apprentices Of The Plumbing And Pipe Fitting Industry Of The United States And Canada, Local 777 is hereby modified so that the fifth paragraph of Schedule G, Article I, Section I will read as follows:

"Eligible employee means any General Fund of the City of New Haven/New Haven Board of Education full time employee 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.~~"

8. The contract between the City and Local 1303-464 of Council 4 AFSCME, AFL-CIO is hereby modified so that the fifth paragraph of Section 1 of Schedule A of Appendix B will read as follows:

"Eligible employee means any General Fund full time employee as defined in Article I, 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;~~"

9. The contract to be entered into between the City and Local 1303-467 of Council 4 AFSCME, AFL-CIO will include the following provision:

"The Pension Plan shall be modified so that no employee who is otherwise an eligible employee will be excluded from participation solely because



such employee is receiving benefits from or eligible for participation in any of the other pension or retirement funds of the State of Connecticut."

**CITY OF NEW HAVEN  
NEW HAVEN BOARD OF EDUCATION**

By: \_\_\_\_\_  
Director of Labor Relations

Approved as to Form and Correctness

  
Corporation Counsel

**LOCAL 3144 OF MANAGEMENT & PROFESSIONAL MANAGEMENT UNION OF  
COUNCIL 4, AFSCME, AFL-CIO**

By: \_\_\_\_\_

Its: President

**LOCAL 884 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES**

By: \_\_\_\_\_

Its: President

**LOCAL 424, UNIT 34 OF UNITED PUBLIC SERVICE EMPLOYEES UNION**

By: \_\_\_\_\_

Its: President

**LOCAL 71, UE LOCAL 222, CILU/CIPU**

By: \_\_\_\_\_

Its: President

**BOARD OF EDUCATION EMPLOYEES LOCAL 287 OF COUNCIL 4 AFSCME,  
AFL-CIO**

By: \_\_\_\_\_  
Its: President

LOCAL 217 OF HOTEL & RESTAURANT EMPLOYEES & BARTENDERS UNION,  
AFL-CIO

By: \_\_\_\_\_  
Its: President

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA;  
LOCAL 24

By: \_\_\_\_\_  
Its: Business Agent

BROTHERHOOD OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 11

By: \_\_\_\_\_  
Its: Business Agent

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 90

By: \_\_\_\_\_  
Its: Business Agent

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND  
CANADA, LOCAL 777

By: \_\_\_\_\_  
Its: Business Agent

LOCAL 1303-464 OF COUNCIL 4 AFSCME, AFL-CIO

By:   
Its: President

LOCAL 1303-467 OF COUNCIL 4 AFSCME, AFL-CIO

By: *Nathaniel Boyer*  
Its: President

