

**ARTICLES OF AGREEMENT**  
**Between**  
**NEW HAVEN BOARD OF EDUCATION**  
**And**  
**HOTEL & RESTAURANT EMPLOYEES &**  
**BARTENDERS UNION**  
**LOCAL 217 UNITEHERE, AFL-CIO**

**JULY 1, 2020 - JUNE 30, 2024**

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## **ARTICLE 1 - RECOGNITION**

### **Section 1**

The Board of Education, as the employer, and hereinafter called the BOARD, hereby recognizes the Hotel and Restaurant Employees Local 217 UNITEHERE, AFL-CIO, hereinafter called the UNION, as the exclusive collective bargaining representative in relation to wages, hours of work and working conditions.

### **Section 2**

The bargaining unit is composed of all non-professional Board of Education cafeteria employees. The bargaining unit shall not include any employee who has the authority, inherent or delegated, to hire, suspend or fire, or recommend such action, or the supervisory Central Office staff of the Department of Education. A full-time, regular (defined as non-probationary) employee shall be defined as one who works twenty (20) hours or more per week. A regular (defined as non-probationary) part-time employee shall be defined as one who works less than twenty (20) hours per week.

## **ARTICLE 2- UNION SECURITY**

### **Section 1**

All employees, if not already members, shall within thirty (30) days following the effective date of this Agreement, as a condition of continued employment, become and remain a member of the Union in good standing or pay to the Union an agency fee in recognition of the services performed by the Union.

### **Section 2**

A. The Employer shall make weekly deductions for union dues and fees as instructed by the Secretary-Treasurer of the Union. Dues deductions begin in the month that the employer receives the dues deduction authorization card. If the dues deduction authorization card is received on the 20th of the month or before, then deduction begins in the month that the dues deduction authorization card is received. If the dues deduction authorization card is received after the 20th of the month, then dues deduction shall begin in the following month.

If the wages are insufficient to make the deduction, the Employer shall make the deduction that month from the next paycheck which has sufficient wages for the deduction. If no deduction is made for union dues in the month, the Employer will make up the deduction in the following month from the paycheck following the paycheck from which deductions for current dues were made.

Except for the deduction of the initiation fee, reinstatement fee or other special fee, as instructed by the Secretary-Treasurer of the Union, in no case shall the Employer deduct more than two month's dues during any one month. Deductions for missed dues payments shall be made at the rate of one extra deduction per month until the missed deductions are paid.

B. No later than the tenth day of each month, the Employer shall submit a check for the previous months dues deductions together with a list, in a format and on an electronic media specified by the Union, of all bargaining unit employees, showing their names, their social security numbers, their dates of hire, the total amount deducted from each employee that month, the reason if no deduction was made (including leaves of absences and reinstatements with dates). The total amount deducted for each employee should be followed by an itemization of the deductions if deductions for more than current dues were made during the month. If the employer is unable to provide the information on disk, the information must be provided on a double-spaced list sorted alphabetically by last name, in a point size no less than 10.

C. Each month together with the check and the bargaining unit list described above, the Employer will provide two additional lists: first a list of the previous month's hires showing name, social security number, address, date of hire, hourly wage, job classification, and hours of work per week; second a list of the previous month's terminations, including name, social security number and date of termination.

D. If the provisions of this clause are in the future found to not conform to applicable federal law, the parties agree to amend the provision to comply with federal law.

It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Board and the City harmless in connection with all claims, actions or proceedings brought by employee and arising from the deductions made by the Board hereunder. Once the funds have been remitted to the Union, their disposition thereof shall be the sole and exclusive obligation and responsibility by the Union.

### **ARTICLE 3 - RIGHTS OF EMPLOYER**

#### **Section 1**

The employer maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to: (a) Direct employees either directly through its supervisory/ managerial employees or through contracted supervisors /managers; (b) hire, promote, transfer, and assign; (c) suspend, demote, discharge, or take disciplinary action either directly through its supervisory/ managerial employees or through contracted supervisors /managers; (d) relieve employees from duty due to lack of work or for other legitimate reasons; (e) take any action necessary in order to maintain the efficiency of the School System; (f) either directly through its supervisory /managerial employees or through contracted supervisors/ managers, determine the methods, means, manner and personnel by which services shall be rendered; (g) to implement time clocks or other methods to monitor time worked; and (h) to take any actions necessary in situations of emergency, regardless of prior commitments, to carry out the responsibility of the BOARD to the citizens of New Haven. This section shall not be inconsistent with other provisions of this Agreement. This section, as all other sections, is subject to the Grievance Procedure.

Section 2

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

**ARTICLE 4 - GENERAL**

Section 1

It is agreed that any newly hired employee shall be considered as probationary for the first one hundred (100) working days of employment. It is further agreed that a probationary employee may be dismissed at the discretion of the BOARD at any time during his/her probationary period. It is understood by the parties that, as a condition of continued employment, a new employee must possess or obtain the certification of Qualified Food Service Operator (QFO) during his/her first year of employment. The Board will pay the cost (class and overtime) for one (1) QFO class. If the employee does not pass, he/she is responsible for paying for any additional classes. The Board shall maintain QFO study materials which shall be available at the central kitchen, or such other place that is determined to be appropriate by the Board, for the use of employees. The Board shall make reasonable efforts to facilitate QFO class and test within six (6) months of employment for new hires.

Section 2

The benefits, economic and otherwise, set forth in this Agreement shall be final and binding on both parties for the life of this Agreement effective July 1, 2020 - June 30, 2024. With the exception of any federal, state, or local legislation to the contrary, the provisions and conditions of this Agreement shall not be changed or altered in any way whatsoever for the life of this Agreement effective July 1, 2020 – June 30, 2024. Consummation of this Agreement shall preclude any further negotiations unless mutually agreed to by both parties

Section 3

An employee hired for or transferred into the Head Start food preparation program, or any similar program operated by the Department of Cafeterias from special funds, shall be considered part of the bargaining unit and shall be treated the same as other bargaining unit employees with respect to seniority and accumulated benefits as well as the other provisions of this Agreement, except that employees newly hired for such special programs shall not participate in the pension plan.

Section 4

Should an individual, hired for the Head Start food preparation program or any other similar specially funded program, be transferred to a BOARD cafeteria position, his/her seniority date shall be his/her original date of hire.

Section 5

The BOARD will insure that each work site shall have all materials, consistent with BOARD policy, necessary to do the work required.

Section 6

If an employee is to be permanently transferred to another school, the BOARD will, whenever practicable, give a minimum of two (2) weeks notice of such transfer.

Section 7

A substitute employee who works in the cafeteria system for thirty (30) working days or more shall thereafter beginning on day thirty-one (31) of said assignment and for the duration of same, such substitute employees shall be covered by the terms of the contract except they shall not be covered by Article 16 (promotions), Article 13 (sick leave), Article 10 (holidays), Article 11 (paid time off), Article 12 (funeral pay), Article 25 (retirement plan), Article 26 (insurance), Article 7 (overtime), Article 9 (uniforms) and Article 18 (longevity). An assignment shall not be discontinued for the sole purpose of avoiding the effect of this provision. Substitute employees who become permanent shall have a seniority date measured from the 31st day of their continuous employment and shall carry over no seniority from the time as a substitute employee. Substitute employees hired before implementation of the Agreement shall instead, have a seniority date measured from the 31st day of their continuous employment.

Section 8

If any kitchen is not in proper condition after summer use, the employees in such kitchen shall be called in two (2) working days earlier than otherwise normal, at their regularly scheduled number of hours, for cleanup before service begins in the fall.

Section 9

Seniority is defined as system-wide continuous service and shall govern layoff and recall. An employee's seniority shall begin with the first day of bargaining unit employment unless the employee's seniority is covered by Article 4, Section 6.

An employee's seniority status and employment shall terminate for any of the following reasons: (a) the employee resigns or retires; (b) the employee is discharged for cause; (c) the employee is laid off for twenty-four (24) months or the employee does not report for work within five (5) calendar days of a recall notice sent to his/her last residence on file- with the Board; (d) the employee is continuously absent from work for any other reason for a period of eighteen (18) calendar months or for any two hundred seventy (270) work days within any three hundred sixty (360) work day period; (e), the employee fails to report for work for five (5) consecutive days without prior notice to the immediate supervisor; or (f) the employee does not successfully pass his or her probationary period.

Section 10

The Board shall mail paychecks when employees are scheduled not to work on a Thursday and the following Friday.

Section 11

Longevity payments and vacation payments shall be taxed in the same manner as regular paychecks.

Section 12

Formal training shall be provided by Management for new employees, and for current employees who are working in new schools and/or schools with new equipment.

Section 13

There shall be a five (5) minute grace period for punching in early and/or late, before discipline shall be issued.

**ARTICLE 5 - HOURS OF WORK**

Section 1

It is agreed that so long as the conditions affecting the operations in each cafeteria, whatever those conditions might be, remain constant, the number of personnel and the hours currently worked by said personnel in said cafeterias shall remain unchanged from the present.

Section 2

It is further agreed that if a change and/or alteration of operations is contemplated which would have the effect of altering either the number of personnel in a given cafeteria, or the hours of work of said personnel that the parties will meet and negotiate regarding the impact that such changes would have.

Section 3

It is understood that the intent of this Article is to provide protection against an arbitrary or capricious reduction of hours and/or personnel, while at the same time not preventing management from altering hours and/or personnel for legitimate business or operational reasons. However, it is clearly understood that the impact of any such change shall be a matter of negotiations between the parties.

Section 4

No employee shall be regularly scheduled for less than four (4) hours per day, except that the Board may set-regular schedules of less than four (4) hours per day at a school in which the

size of the program warrants a reduced schedule. In addition, the parties agree that the Board may create up to fifteen (15) positions regularly scheduled for two (2) or more hours per day (in addition to those one (1) through three (3) hour positions established prior to May 23, 1994); said positions to be either new positions or positions designed to replace full-time positions made vacant by termination, resignation, retirement or death, not by an employee bidding out of a work site. If the Hyde Leadership School and Transitional High School positions are increased to four (4) or more hours, the fifteen (15) positions set forth above may be increased by the Board to seventeen (17) positions.

### Section 5

Except for the end of the year early dismissal day, minimum work schedules on school calendar early dismissal days shall be as follows:

- a. Employees in schools serving prepacked meals shall be scheduled for a minimum of two (2) hours.
- b. Other employees shall report to work at their regularly scheduled time, unless an earlier reporting time is necessary to achieve a minimum of four (4) hours.

If the number of early dismissal days in which the BOARD determines that lunches will not be served in some or all schools increases beyond six (6) days excluding the end of the year early dismissal day, during any school year then the BOARD shall pay all employees for any hours that they lose because of early dismissal days that exceed six (6) in any school year excluding the end of the year early dismissal day.

Notwithstanding the above, the Board reserves the right to restructure High School positions to work a 164 day work schedule based on the lack of food service during testing periods, year-end activities and other similar activities. Upon completion of the post-service cleaning prior to all service interruptions, all affected High School bargaining unit members shall be afforded by seniority any and all available work in the cafeteria's system (including central kitchen) before non-bargaining unit employees.

### Section 6

Where there is a reasonable possibility that schools will be closed due to inclement weather, employees who are scheduled to report to work at 7:00 a.m. shall be granted a grace period of thirty (30) minutes, if in fact schools are open for the day in question. Such employees shall not lose pay if they report to work within the thirty (30) minute grace period. If schools are closed due to inclement weather, and the school day is not made up, then employees shall receive pay for all hours missed on account of any such closing.

### Section 7

When a substitute employee is called in for an employee scheduled to work more hours than a regular employee who is working that day, regular employee(s) working in the same kitchen shall be given the opportunity, in order of seniority within each kitchen to work the longer schedule of the absent employee and the substitute shall then work the shorter schedule.



Section 8

In the event a worker employed four hours per day or more goes out on a contractually approved leave of absence under Article 14, or any absence longer than two weeks, of which Management has been informed, the Board shall apply Section 7 above. Thereafter, should a temporary vacancy of four hours or more remain, the Board shall send out a notice to each school seeking volunteers to fill the position on a temporary basis. The position will be filled from the pool of applicants who respond to the notice in writing, by seniority. It is understood by the parties that any position filled under this section shall be temporary positions and no change in benefit status shall apply. At the conclusion of the temporary vacancy all affected employees shall return to their former positions.

Section 9

If, under Sections 1 and 2 above, the Board and Union agree to a change in the number of personnel and/or the hours currently worked by said personnel in a given cafeteria, the Board shall notify such affected personnel no less than two (2) weeks before the change is meant to take effect.

**ARTICLE 6 - WAGES**Section 1

The hourly rates and the effective dates are as follows:

| Classification           | 7/1/20-6/30/21<br>(retroactive to 7/1/20) | 7/1/21-6/30/22 | 7/1/22-6/30/23 | 7/1/23-6/30/24 |
|--------------------------|---|----------------|----------------|----------------|
| Cook/Lead                | \$22.99                                   | \$23.62        | \$24.33        | \$25.06        |
| General Worker           | \$19.74                                   | \$20.28        | \$20.89        | \$21.52        |
| Lead Cook- BOE Cafeteria | \$25.68                                   | \$26.38        | \$27.17        | \$27.99        |

Section 2

The hourly rates indicated above shall remain in effect until the termination of this Agreement and shall not be subject to negotiation, alteration, fact finding, or arbitration during the life of this Agreement.

**ARTICLE 7 - OVERTIME**Section 1

It is agreed that when overtime work is required, such work shall be assigned to employees working in the classification in which the overtime is required. Such classifications shall be (1) Cook; (2) General Worker. In order to be considered for overtime assignments, employees shall notify the Board of Education or its designee in writing by the last Friday before the start of school of their availability to work overtime during the school year. For the purposes of overtime "school

year” shall begin with the first day of the school’s year and run through the day prior to the beginning of the subsequent school year. Employees who have provided such notice by the deadline set by the Board shall have their names maintained on an overtime wheel for their respective classification to which the Board shall refer in making assignments during the year. The initial assignment of overtime shall be made by offering the first overtime assignment to the most senior employee in the classification. Thereafter, overtime shall be distributed on a rotating basis.

Employees who have been scheduled for overtime and do not arrive for work at the scheduled time, and have not followed proper call-in procedures, shall forfeit their eligibility to work overtime for the remainder of the year. Additionally, any employee who refuses overtime hours when contacted three (3) consecutive times shall forfeit their eligibility to work overtime for the remainder of the year.

## Section 2

Employees shall be paid overtime at the rate of one and one-half (1.5) times their hourly rate for all time worked over forty (40) hours per week and for "catering" assignments which occur at times other than normally scheduled hours of work, provided that there shall be no pyramiding of overtime rates.

## Section 3

Should any employee fail to work overtime when requested, the time which the employee would have worked will be recorded on the overtime distribution records as time worked only for the purpose of maintaining equitable distribution of overtime. If all employees in a school where overtime is required decline such overtime, the overtime shall be assigned. to the least senior employee(s).

## Section 4

Assignment of personnel to work overtime shall be made in accordance with the procedures of this Article, however, it is understood and agreed by both parties that in order to be assigned overtime work any employee must be able, in the opinion of supervision, to effectively and efficiently perform the task involved.

## Section 5

Overtime records shall begin anew at the beginning of each school year with the institution of a sign-up sheet to be maintained by the Board.

**ARTICLE 8 - LUNCH AND COFFEE BREAKS**

Section 1

All employees shall be granted a lunch period not to exceed thirty (30) minutes. The Department of Education agrees to provide the meal during said lunch period, however, the employee shall not be paid for said time.

Section 2

Those employees scheduled to work four (4) hours per day shall be eligible for a paid ten (10) minute break during the course of the work day.

**ARTICLE 9 - UNIFORMS**

Each employee shall be provided with the following articles of clothing which shall be of a color and style to be determined by the Board, in the amount and manner provided for in accordance with the following:

(a) Initial issue for employees effective upon implementation and all new employees:

1. 5 shirts
2. 5 aprons
3. 1 visor
4. 1 pair of slid and oil resistant shoes \*

(b) Annual issue:

1. 2 shirts
2. 2 aprons
3. 1 pair of slip and oil resistant shoes \*

(c) Uniform articles damaged or destroyed while on duty shall be replaced by the Board on a trade-in basis.

(d) Employees shall be required to wear slip and oil resistant closed toe shoes. In the event an employee does not wear slip and oil resistant closed toe shoes such employee shall wear overshoes as supplied by the Board. Employees shall be able to continue wearing dresses or skirts unless the Board in its sole discretion determines that such dress and/or skirt presents a safety or health hazard. All employees wearing pants shall wear pants of a solid, neutral color.

\* In the event that a documented medical condition exists which does not allow an employee to wear the shoes provided, such employee shall receive an annual allowance of \$75 to be used for skid/oil resistant shoes. In the event that the Board does not arrange for the distribution of the annual shoe issue by October 1, then the Board shall issue a \$75.00 shoe allowance in the next payroll cycle and shall be relieved of its responsibility for the annual issue for that year. Upon receipt of the shoe allowance, employees shall purchase slip and oil resistant closed toe shoes within one week.

## ARTICLE 10 - HOLIDAYS

### Section 1

All permanent employees shall receive ten (10) paid holidays per year. The BOARD shall submit to the UNION within a reasonable length of time subsequent to September 1 of each year a list of the ten (10) holidays for which the employees will be paid.

### Section 2

Any day declared a holiday by the Mayor of the City and which results in a paid holiday for all City departments shall be also observed as a holiday under this Article, if such is a normal work day.

### Section 3

In the event an employee utilizes a sick day on the work day prior to or immediately following a holiday such employee will not receive holiday pay for such holiday.

An employee may petition the Director of Personnel and Labor Relations in writing for a waiver of the penalty based on extenuating circumstances. A medical certificate acceptable to the Director of Personnel and Labor Relations shall count as evidence of extenuating circumstances.

## ARTICLE 11 – PAID TIME OFF

All employees shall be entitled to a bank of Paid Time Off days each year. This bank shall include two classes of days: Personal PTO and Vacation PTO. Such Personal and Vacation PTO days may be used for instances of observed City/Board of Education Holidays, snow days or other weather or emergency related instances when schools are closed for the day. Such days not used during the School year shall be paid out at the end of the school year. All payments and pay outs shall be at the rate applicable at the time of the pay-out based on the shift and hours of the employee at the time of the payment

### Section 1 – Personal Paid Time Off

Each Employee shall be entitled to two (2) PTO days per school year to be used on days when an employee needs to miss a scheduled shift. Such leave shall be with pay and not charged against sick leave. Personal leave days may also be used when school is closed.

An employee intending to utilize personal leave shall notify his/her supervisor at least 24 hours prior to taking such leave unless such notification is impossible due to circumstances beyond the employee's control. Employees are not required to specify the nature of the personal day request. Employees who desire to utilize such personal days before and/or after a holiday must request to do so in writing and receive advance approval of such request. Such approval will not be unreasonably denied. Employees must use such personal days prior to retirement or resignation and employees shall not be entitled to compensation for unused personal days.

## Section 2 - Vacation Paid Time Off

Each employee will be entitled to paid vacation days in accordance with their seniority and hire date and provided an employee intending to utilize such leave shall notify his/her supervisor at least 48 hours prior to the taking of such leave. Vacation may, at the option of the employee, be taken as vacation pay throughout the year on any day in which schools is closed. Vacation days shall not be taken as time off from regularly scheduled shifts. All unused days will be paid out at the close of the school year.

- a) Permanent employees hired prior to May 25, 1994 shall accumulate vacation pay in accordance with the following schedule: (a) Employees with less than one full year of service shall receive one (1) days vacation per month of service to a maximum of nine (9) days; (b) Employees who have completed one (1) year of service but less than ten (10) years of service will receive nine (9) days vacation with pay; (c) Employees who have completed ten (10) years of service but less than fifteen (15) years of service or more shall receive thirteen (13) days vacation with pay; Employees who have completed fifteen (15) years of service or more shall receive eighteen (18) days of vacation with pay.
- b) Permanent employees hired on or after May 25, 1994 shall accumulate vacation pay in accordance with the following schedule: (a) Employees who have completed one (1) year of service but less than six (6) years of service will receive five (5) days vacation with pay; (b) Employees who have completed six (6) years of service but less than ten (10) years of service or more shall receive seven (7) days vacation with pay; (c) Employees who have completed ten (10) years of service but less than fifteen (15) years of service shall receive ten (10) days with vacation pay; and, (d) Employees who have completed fifteen (15) years of service or more shall receive fifteen (15) days of vacation with pay.

## ARTICLE 12 - FUNERAL PAY

### Section 1

An employee who has a death in his/her immediate family (as defined below) shall be excused from work, without loss of pay, for a period not to exceed four (4) working days. The purpose of this provision is to allow the employees to make necessary funeral arrangements and/or to actually attend the funeral service. Employees shall only be paid for those absences which occur on days which would have otherwise been regularly scheduled work days. It shall be the responsibility of the employee to notify his/her supervisor of his/her intended absence.

### Section 2

For the purpose of this Agreement "immediate family" shall be construed to mean the employee's parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, or any relative living in the employee's household.

### Section 3

In addition to the provisions provided for above, employees may attend funerals for other close relatives related by blood or marriage. One (1) day's leave shall be granted which shall not be charged to sick leave.

### Section 4

Further, in the event of the death of an active, full-time, permanent employee, three (3) employees, to be designated by the officers of the local, will be granted one (1) day's leave with pay, which shall not be charged to sick leave, to attend the funeral.

## **ARTICLE 13 - SICK LEAVE**

### Section 1

For purposes of administration of the sick leave plan, the term "permanent employee" shall mean any regularly scheduled employee. Substitutes or temporary personnel employed on any basis other than permanent as described above, shall not be eligible for sick leave.

### Section 2

Sick leave shall be considered to be absence from work with pay of permanent employees for the following reasons:

- a. Illness or injury, except illnesses or injuries arising out of or in the course of employment with an employer other than the Board.
- b. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours. Such examinations and/or treatments apply only to the employee.
- c. When exposure to contagious disease endangers the health of other employees.

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 at the rate of one and three-twentieths (1.15) working days per month, the total of which shall not exceed eleven and one-half (11 1/2) working days per scheduled work in year.
- b. Sick leave earned in any month of service shall be available at any time during any subsequent month in which the employee is scheduled to work.
- 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 Superintendent of Schools or his designee. Such authorization shall not exceed one (1) year's sick leave allowance, and when granted, such advancement will be charged against next year's sick leave.

#### 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 and fifty (150) working days. For employees hired on or after July 1, 1994, unused sick leave during continuous employment may be accumulated up to a maximum of one hundred thirteen (113) working days.
- b. No credit for sick leave shall be granted for time worked by an employee in excess of his/her 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 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 five (5) consecutive working days.
- c. For any period of absence immediately preceding or following a scheduled school vacation or other scheduled non-school day.
- d. When a member of the immediate family is critically ill or disabled.

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

Upon retirement or death, the employee or the employee's beneficiary shall be credited for the period of time corresponding to the amount of sick leave accumulated, to a maximum of one hundred twenty (120) days, provided that this provision in no way conflicts with pension provisions. For employees hired on or after July 1, 1994, said maximum shall be ninety (90) days.

#### Section 7 - Administration

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:

- a. A record of an employee's accumulated sick leave shall be submitted to him/her upon his/her request at least once annually.
- b. 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 - Sick Day Bank

Employees may contribute up to one day of sick leave each at the daily rate of the employee donating such day to a terminally ill bargaining unit member with five (5) or more years of service when such contributions are approved in advance by the Union designee and Director of Food Services or such other individual as is designated by the Superintendent of Schools in the absence

of such Director. For purposes of this section “terminally ill” shall be defined through the affirmative diagnosis of the treating medical provider of the ill bargaining unit member.

### Section 9

Employees may use their accumulated and unused sick days in connection with injuries arising out of or in the course of employment with the Board until such time as Worker's Compensation benefits commence, but in no event longer than sixty (60) calendar days; provided, however, that an employee may not be advanced sick leave under Section 3(c) of this Article for this purpose. To become eligible for such payments, the employee must agree in advance to execute a promise to repay said sick leave pay on a form acceptable to the employer. The Union understands that said form may include a provision authorizing deduction of sums owed from pay, including terminal payments of any description whatsoever, and a provision requiring the employee to pay all costs of collection, including reasonable attorney's fees, in the event the employee does not promptly repay to the Board the full amount paid to the employee under this Section at such time as Workers' Compensation benefits commence or the employee's injury is found to have arisen out of or in the course of employment with an employer other than the Board.

### Section 10 – Occasional Sick Leave and Short Term Disability

#### Section 1

Only employees hired on or after July 1, 2006, 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

#### 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.



A. 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.

B. 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 Board of Education and the Union.

Section 4 - Administration of Sick Leave

- (A) The Superintendent or his/her designee shall be responsible for the administration of these provisions.
- (B) There shall be maintained a record for each employee of all sick leave taken, available and/or lost for each calendar year.
- (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 Board, but not be less than once annually.

**ARTICLE 14 - LEAVES OF ABSENCE**

Section 1

An employee, upon two (2) working weeks written notice to the Supervisor of Food Services, or such other individual as is designated by the Superintendent of Schools, may request a Personal Leave of Absence without pay or other benefits, provided that employees on Personal

Leave of Absence shall not have their health insurance transferred to COBRA coverage or canceled during the first forty-five (45) days of such leave and providing that the employee pays his/her applicable cost sharing. Such leave, if granted, may be for a period not to exceed one (1) year from the effective date of, such leave. The request for a leave of absence shall specify both the reason for the request, as well as the amount of leave time the employee is requesting.

## Section 2

In cases of extreme emergency, a leave without pay may be granted without the written notice, however, it shall be incumbent upon the employee to notify the Supervisor of Food Services as soon as possible as to his/her whereabouts and the reason for the absence. When such notification is received, Management shall then determine and notify the employee as to the disposition of his/her request. If an employee, under the circumstances described above, fails to notify Management within five (5) working days from the first day of such absence, said employee's seniority status and employment shall be automatically terminated.

## Section 3

An employee who exhausts his or her accumulated sick leave and who provides a medical certificate acceptable to the Board indicating that the employee's health care provider has not released the employee to return to work for medical reasons, shall be granted a Medical Leave of Absence Without Pay. During a Medical Leave of Absence Without Pay, an employee shall be provided with insurance benefits under Article 26 of this Agreement provided the employee pays the applicable cost sharing rate. The length of an employee's Medical Leave of Absence Without Pay shall be given by the seniority provisions of Article 4 of this Agreement.

## Section 4

When leaves are requested and/or granted under this Article, the UNION shall be given copies of such requests and/or grants or denials.

## Section 5 -- Family and Medical Leave

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

1. 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.

2. Employees shall continue to accumulate sick leave days during FMLA leave.

(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.

### Section 6

One employee per school year may request a Union leave of absence for Union business. An employee who requests such leave shall make the request in writing. The employee's seniority shall be frozen during the time of such leave. The Union will pay the COBRA insurance premiums, if such employee is eligible.

## **ARTICLE 15 - TEMPORARY UPGRADING**

### Section 1

When it become necessary for any reason to assign employees to a higher-rated job on a temporary basis, the employee so assigned shall be compensated at the higher rate for the duration of his/her assignment to such job.

## **ARTICLE 16 - PROMOTIONS**

### Section 1

When a vacancy exists for a cafeteria position, the Department of Education shall call a meeting of all eligible cafeteria personnel and hold an open bid for this position. Said meetings shall be held in the months of August, November, March and June on the third Tuesday of the month. The person who bids with the highest seniority shall be awarded the position, provided he/she is qualified to do the job. All other positions which become open as a result of filling the original vacancy shall also be open for bid at the open meeting. Positions filled through this procedure shall be effective within two (2) weeks from date of bids. Nothing contained herein shall be interpreted as limiting the Board's rights under Article 5 to alter the hours and/or personnel in the bargaining unit. Any vacancies which are created between bids shall be filled temporarily per Article 5, until a regularly scheduled bid takes place.

(a) Prior to the August bid meeting, a work schedule reflective of the Central Kitchen's annual production schedule shall be posted. Said schedule shall be unique to the Central Kitchen and will reflect the specific annual start and end date for Central

Kitchen employees. Said production schedule shall not vary by more than 5 working days from the start or end date of the work assignments at other work locations.

## Section 2

Any employee promoted to a higher rated classification shall be considered as probationary for a period of one hundred (100) working days. An employee may be removed from the job at any time during the probationary period if, in the opinion of supervisor, such is deemed necessary. If an employee is removed in accordance with the above described procedure, said employee shall be placed in the position last held prior to the promotion. Removal from a job shall not exclude an employee from consideration for the same higher rated job at a later date.

## Section 3

If the Board of Education operates a summer feeding program using the school cafeterias, bargaining unit employees shall be given preference, in order of seniority within each job classification, for available work which will be at the contract rate. However, no bargaining unit employee shall be required to do such summer work. Such positions will be awarded through a bid meeting held in June. The Board of Education shall maintain a list of employees who signed up for summer work but were not awarded such work through the bid process. In the event an opening becomes available after the bid meeting, such work will be awarded to those employees on the sign-up sheet in order of seniority. If a school closes during the summer, the laid-off employee(s) have the right to bump a substitute worker or to return to the sign-up sheet. The terms and conditions of this Agreement shall cover all summer work exclusive of Article 15 (sick leave), Article 10 (holidays), Article 11 (vacations) and any such summer work will not be subject to pension deductions or pension credit.

## Section 4

If the Board of Education operates a breakfast program, bargaining unit employees shall be given preference, in order of seniority within each job classification, for available work. The terms and conditions of this Agreement shall cover all hours worked in the breakfast program.

## Section 5

Any worker(s) who wish(es) to bid for a Cook position, or a kitchen where there is a single general worker, must meet the following criteria:

- a. He/she must hold a current Qualified Food Service Operator's certificate.
- b. He/she must be able to read and prepare order forms and requisitions.

## **ARTICLE 17 - REDUCTION IN FORCE**

### Section 1

Should a reduction in the work force become necessary, such reduction shall be accomplished by allowing the least senior employee in the classification and school in which the

reduction is to be effected to have the opportunity to displace the least senior employee in the classification in the school system in accordance with the following:

- a. If the employee occupying the position being eliminated regularly worked four (4) or more hours per day, then that employee will have the right to displace the least senior employee in the classification who regularly works four (4) or more hours per day; and
- b. If the least senior "four hour or more employee" who is displaced pursuant to (a) above has greater seniority than the least senior employee in the classification in the system regularly working less than four (4) hours per day, then the "four (4) or more hour employee" shall have the right to displace the least senior "less than four (4) hour" employee.
- c. If the affected employee also happens to be the least senior in the classification, in the System, then the employee shall be placed on lack-of-work status.
- d. If any employee who has the opportunity to displace another employee, and said employee declines to accept the job, then said employee shall also be placed on lack-of-work status.

## Section 2

Employees on lack-of-work status shall be recalled to their former position, when available, and shall return to work beginning with the most senior of the employees in the classification affected.

## Section 3

Employees on lack-of-work status shall continue to accumulate seniority for twenty-four (24) months from the effective date of layoff. Should an employee not be recalled to work during this period, their seniority status and employment shall automatically be terminated.

## Section 4

Should the reduction take place within the classification of Cook/Lead, the affected employees in these classifications shall have the opportunity to exercise their seniority against the least senior employee in the next lower-rated classification.

## Section 5

The principle of reducing hours in inverse order of system-wide seniority shall govern hours reductions wherever practicable. If the BOARD proposes to reduce any employees' hours of work on any other basis, the BOARD shall so notify the UNION within a reasonable time prior to the reduction and, at the UNION's request, discuss the matter at a mutually acceptable time. The BOARD shall give good faith consideration to any alternate proposals the UNION may make at that time.

Section 6

Employees on lack of work status will have first right of refusal to replace an absent bargaining unit employee. A list of such employees shall be maintained by the Board in order that such employees may be called before substitutes.

**ARTICLE 18 - LONGEVITY**

Section 1

All eligible employees hired prior to January 1, 2015 shall receive in a lump sum, during the month of January, longevity payments in the following amounts based upon a calculation of their continuous service for the immediately preceding calendar year ending December 31. This Article shall not apply to any bargaining unit employees hired after January 1, 2015

- a. Employees with ten (10) or more years of service shall receive two hundred and forty five dollars (\$245.00).
- b. Employees with fifteen (15) or more years of service shall receive three hundred and ten dollars (\$310.00).
- c. Employees with twenty (20) or more, years of service shall receive three hundred and seventy five dollars (\$375.00).

Section 2

An employee who retires, either for reasons for age and/or disability shall be entitled to a pro-rata longevity payment for that portion of the year he/she worked prior to such retirement. An employee who terminates for any other reason shall not be entitled to longevity for the calendar year in which such termination occurs.

Section 3 – Perfect Attendance

Employees who have a perfect attendance record for the first semester of the school year shall receive a \$100.00 bonus. Employees who have a perfect attendance record for the second semester of the school year shall receive a \$100.00 bonus.

**ARTICLE 19 - 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 exclude normal union activities.

The UNION shall notify the Superintendent of Schools, the Deputy Superintendent and the Supervisor of Food Services of the names of current UNION officers.

Section 2

Employees engaged in normal union activities involving BOARD officials shall not have their pay suspended if such meetings have the approval of the Superintendent of Schools. Employees shall notify their immediate supervisor at least twenty-four (24) hours in advance of such meetings.

Section 3

It is agreed that for the purpose of the day-to-day administration of the Agreement, the steward shall be the authorized UNION representative.

Section 4

The UNION will be provided with an updated seniority list on an annual basis in December.

**ARTICLE 20 - 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 or participate or support any picketing against the BOARD. The UNION further agrees that any of its members participating in any work stoppage, strike, picketing or slowdown may be summarily discharged by the BOARD.

Section 2

The BOARD agrees that there shall be no lockout of employees during the life of this contract.

Section 3

The UNION agrees that it will use its best efforts to cause its member employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the BOARD and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

**ARTICLE 21 - NON-DISCRIMINATION**

Section 1

There shall be no discrimination by the Employer or the Union against any employee based upon his/her membership in or activities on behalf of the Union, or based upon his/her race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, or present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness.

**ARTICLE 22 – DISCIPLINARY PROCEDURES**

Section 1

Administrative and Managerial staff, 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 program goals and provide satisfactory services to the general public.

Section 2

Normally, discipline shall include but not be limited to (A) A verbal warning; (B) A written warning; (C) A suspension without pay; (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

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

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 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 6 of this Agreement.

**ARTICLE 23 - GRIEVANCE PROCEDURE**

Section 1

The BOARD and the UNION desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide the means of resolving complaints and grievances at the lowest level possible, and nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction, in an informal manner, with his/her immediate supervisor, higher level supervision, or Department of Education representatives.

Section 2

*Step 1* An employee or the UNION with a complaint shall reduce his/her complaint to writing within ten (10) working days of the incident or knowledge of incident, either on a form mutually agreed to by the parties or in a letter. Such grievance must contain the following information: (1) a statement presenting, in a concise manner, the details of the grievance; (2) a statement outlining the relief sought; and (3) specific reference to the Article and/or Sections of the Agreement which the grievant feels have been violated. The employees and/or his/her chosen representative shall submit the written grievance to the Cafeteria Manager or such other individual as is designated by the Superintendent of Schools. The Cafeteria Manager or such other individual as is designated by the Superintendent of Schools, shall make whatever additional investigation is necessary and shall give a response as soon as practicable, but within five (5) working days of the date of receipt of the written grievance.

*Step 2* If the decision at Step 1 is not satisfactory to the employee, he/she may appeal the grievance to the Superintendent of Schools or his designated representative within ten (10) working days after receiving the decision at Step 1. Upon receipt of such an appeal, the Superintendent of Schools or his representative shall meet with the grievant and the UNION representative within ten (10) calendar days of receipt of the grievance and shall give his/her decision, in writing, to the UNION within fourteen (14) calendar days of such meeting.

Section 3

Any employee's grievance will be considered dismissed when the time limit to appeal to the next step expires. Extensions to all time limits in this article may be made by mutual agreement of the parties. Extensions shall not be unreasonably denied.

Section 4

At Steps 1 and 2 of this procedure, the BOARD 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 1 and three (3) from each party at Step 2.

Section 5

When several employees within the unit have an identical grievance, the UNION shall select one (1) 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 Policy Grievance.

Section 6

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

Section 7

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

Section 8

In order that the grievance procedure be utilized as intended by the parties to this Agreement, it is agreed by the parties that grievances shall be confined solely to matters of interpretation and/or application of the articles and sections of this Agreement.

**ARTICLE 24 - ARBITRATION**

Section 1

If the grievance is not resolved in Step 2, the UNION may submit the grievance to the Connecticut State Board of Mediation and Arbitration. Any grievance must be submitted for arbitration within fourteen (14) calendar days of receipt of the written Step 2 decision. A copy of the request for arbitration shall be sent to the Superintendent of Schools or his/her designee. A grievance shall be considered to be waived when the time limit to appeal to arbitration expires.

Section 2

Requests for arbitration must be in writing and contain the following items: (1) signed approval to arbitrate of the individual(s) employee(s) involved; (2) the 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 articles and/or sections believed violated after the conclusion of Step 2 of the grievance procedure.

Section 3

The arbitrator's fee and expenses shall be borne equally by the parties to this Agreement. The BOARD 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 4

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(s) 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(s) have jurisdiction to determine that the parties have amended or supplemented the Agreement, unless such amendment and/or supplemental agreement had, in fact, been made.

Section 5

The written award of the arbitrator(s) 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 25 - RETIREMENT PLAN**

Section 1

Schedule X attached hereto and made a part hereof, contains the terms and conditions of Pension benefits for members of Local 217 UNITEHERE, AFL-CIO.

**ARTICLE 26 - INSURANCE**

Section 1      Participation in Food Service Plan Unit 176

Prior to April 1, 2021, the Employer shall follow the existing CBA's terms for providing Medical, Vision, and Life and AD&D coverage through the Fund. Accordingly, the parties agree that the health and welfare provisions of the CBA that expired on June 30, 2020 will be extended through March 31, 2021 for the purposes of contributions to the Fund.

Section 2      Trust Language

Effective April 1, 2021 the Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said

contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligibles). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

### Section 3      General Provisions

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who is regularly scheduled to work twenty (20) or more hours per week.

The following classes of employees shall be covered by this Agreement and shall be eligible for contributions to the Fund: General Worker, Kitchen Cook, Cook/Lead and Lead Cook.

The Employer will begin making contributions to the Fund for all eligible employees on the first of the month following the date of hire.

Section 4 Monthly Contributions

The Employer shall contribute the sums stated below for each eligible employee.

**Platinum Plus PPO – Monthly Rates**

| Effective Date | Single          | Single +<br>Spouse | Single +<br>Child(ren) | Family            |
|----------------|-----------------|--------------------|------------------------|-------------------|
| 4/1/21         | \$938.22        | \$2,000.98         | \$1,565.00             | \$2,779.16        |
| 1/1/22         | \$952.29        | \$2,030.99         | \$1,588.48             | \$2,820.85        |
| <u>1/1/23</u>  | <u>\$952.29</u> | <u>\$2,030.99</u>  | <u>\$1,588.48</u>      | <u>\$2,820.85</u> |

**Gold Plus PPO – Monthly Rates**

| Effective Date | Single          | Single +<br>Spouse | Single +<br>Child(ren) | Family            |
|----------------|-----------------|--------------------|------------------------|-------------------|
| 4/1/21         | \$674.88        | \$1,439.34         | \$1,125.74             | \$1,999.10        |
| 1/1/22         | \$685.00        | \$1,460.93         | \$1,142.62             | \$2,029.09        |
| <u>1/1/23</u>  | <u>\$685.00</u> | <u>\$1,460.93</u>  | <u>\$1,142.62</u>      | <u>\$2,029.09</u> |

(F) Effective 1/1/24 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary for the above-mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

Section 5 Employee Co-premiums

## Employee Co-premiums for Medical

- Single: 10%
- Single Plus Spouse: 10%
- Single Plus Children: 10%
- Family: 10%

The Employer will deduct the amounts listed above of said coverage contributions from employees' paychecks. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

Copies of the plan documents have been provided by the Union and will be maintained at Central Kitchen and Human Resources for review upon request. The Union shall promptly supply any updates to such plans to the Director of Food Services and the Director of Human Resources and Labor Relations in order that the plans on file will be the most recent version applicable to the employees. The parties also agree that the provisions of Article 26, Sections 6-7 and Sections 9-12 do not apply to the Fund.

Section 6 Employer Sponsored Plans

The Board shall provide the following for the employees eligible for the coverage under Section 1 of this Article:

- (A) Vision Care Rider for all eligible employees and their enrolled dependents (at a 12% employee cost share, based on the fully insured equivalent rate of the single, couple or family plan selected);
- (B) The Full Service Dental plan for employees and all eligible dependents including the unmarried dependents children rider ages 19-26. Dental Riders A (Additional Basic Benefits, B (Prothonontic), C (Periodontics), and D (Orthodontics) (at a 12% employee cost share, based on the fully insured equivalent rate of the single, couple or family plan selected);
- (C) An eight thousand dollar (\$8000) term life insurance policy.

Section 7

(A) Employees shall contribute 10% of the cost of his/her health insurance premiums, to be deducted from the employee's paychecks on a weekly basis over 40 pay periods during the school year.

Section 8

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 9 Employer Sponsored Plan for Retirees

The Board of Education shall pay for all medical insurances (excluding term life insurance and the maternity rider) for all Retirees as follows:

- A. Retirees and their spouses only who have retired since July 1, 1982 and meet the following criteria:
- Ten (10) years service and meet the criteria to retire under the rule of 80.
  - Twenty (20) years of service and retire with service-connected disability.
  - Fifteen (15) years of service and retire on Disability Pension and meet the total and permanent requirements of Social Security.
- B. Retirees (and their spouses) who were hired prior to January 1, 2014 and meet the following criteria:
- Ten (10) years service and meet the criteria to retire under the rule of 80.
  - Twenty (20) years of service and retire with service-connected disability.
  - Fifteen (15) years of service and retire on Disability Pension and meet the total and permanent requirements of Social Security.
- C. Retirees only (no spousal coverage) who were hired after January 1, 2014 and meet the following criteria:
- Twenty five (25) years service and meet the criteria to retire under the rule of 80.
  - Twenty (20) years of service and retire with service-connected disability.
  - Fifteen (15) years of service and retire on Disability Pension and meet the total and permanent requirements of Social Security.

Retirees (and spouses, if applicable) shall be covered under the plans identified in the appendix to this Agreement at the following cost shares:

| Effective Date | Lumenos | CP Comp Mix | BC POE | CP POS |
|----------------|---------|-------------|--------|--------|
| July 1, 2020   | 12%     | 18.25%      | 22.25% | 24.25% |

Said coverage shall be paid by the BOARD until the Retiree reaches age seventy (70) at which time the Retiree would then have the option of continuing Group Health Insurance offered by the employer at the group rate provided that the Retiree pays the premium in a timely fashion.

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 seventy (70).

Spouses of Retirees who are retired and meet the above criteria and die prior to age seventy (70) shall continue to be covered until such time as the Retiree would have reached age seventy (70).

When the retiree/spouse or dependent reaches age 65 or becomes eligible for Medicare, the retiree or spouse must purchase Medicare Part B. The Board will pay for retiree Medicare Supplemental Plan C with unlimited pharmaceutical until the retiree reaches age 70 for both the retiree and applicable spouse. If the retiree dies before the age of 70 and meets the above criteria, the Board will pay the premiums of said Medicare supplemental insurance for the surviving spouse up to said time the retiree would have reached age 70. 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.

#### Section 10

In accordance with the carrier's policy, the City shall provide the above with the exception of life insurance coverage to the employee's eligible enrolled dependents.

#### Section 11

When an employee covered by this contract has a spouse who is employed by the City of New Haven and said spouse, under the terms of this or any other UNION contract or under any arrangement with the City of New Haven or any other City branches or sub-divisions including the Board of Education, is receiving the same or similar medical insurance coverage for the family unit, then the UNION member and his or her spouse can receive coverage either under the medical insurance plan afforded the UNION member or the medical insurance plan afforded the spouse, but they must elect which plan they wish the family to be covered by and the entire family unit must be covered by one of said medical insurance plans and completely excluded from the other.

#### Section 12

The City may change insurance carriers to a plan with comparable benefits to the benefits enjoyed under the current plan. 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. The Medical Benefits Office maintains all plan documents and applicable riders.

### **ARTICLE 27 - 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 Representative– means Union Representative of Local 217 UNITEHERE, AFL-CIO or his/her 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 27 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: Random Testing

- A. Random testing pursuant to the City of New Haven's CDL Policy shall continue for all affected workers. The parties recognize that industry standards may change during the life of the CDL policy. Any such changes shall be negotiated pursuant to the requirements of MERA.
- B. Any expansion of random testing beyond the CDL Policy shall only be initiated pursuant to an amendment to this policy.

#### Section 5: 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 6: Return to Duty Testing

If an employee has engaged in prohibited conduct regarding alcohol and/or drug misuse, the employee must undergo a return to duty test prior to returning to the job. The test must indicate a breath alcohol concentration of less than 0.02 or a verified negative result for drug use, 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 7: Alcoholic Beverages

- A. No alcoholic beverages will be brought onto City premises, or consumed while on City premises. The Department will invoke appropriate disciplinary action for any violations.

- B. Drinking or being under the influence of alcoholic beverages while on duty is cause for discipline.

Section 8: Prescription Drugs

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

Section 9: Illegal Drugs

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

Section 10: Procedures

The procedures of the City of New Haven in regard to an employee using, possessing or 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                         | Benzoylcegonine           | 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.

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

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

**ARTICLE 28 - DURATION**

Section 1

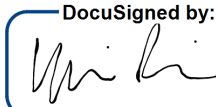
This Agreement shall become effective on July 1, 2020 and remain in full force and effect through June 30, 2024. This Agreement and Memoranda of Agreement attached hereto shall be final and binding on both parties for the life of this Agreement. With the exception of any federal, state, or local legislation to the contrary, the provisions and conditions of this Agreement shall not be changed or altered in any way.

Section 2

Consummation of this Agreement shall preclude any further negotiations for the life of this Agreement as indicated above.

City of New Haven  
Board of Education

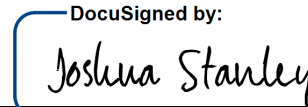
Local 217 UNITEHERE, AFL-CIO, Hotel &  
Restaurant Employees And Bartenders Union ,  
AFL-CIO

DocuSigned by:  


2D9B2D8CD0BC4AB...  
Yesenia Rivera  
President, New Haven Board of Education

9/3/2021

\_\_\_\_\_  
Date

DocuSigned by:  


705678E1F7F14D2...  
Josh Stanley  
Secretary-Treasurer

8/23/2021

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

The Board of Education, hereinafter referred to as the "Board" and the Hotel and Restaurant Employees and Bartenders Union, Local 217 UNITEHERE, AFL-CIO, hereinafter referred to as the "Union" having recently negotiated a new four (4) year agreement, also agree to this Memorandum of Understanding concerning covering the establishment of a Health and Safety Committee as follows:

**HEALTH AND SAFETY COMMITTEE 1999.**

The parties agree to establish a Health and Safety Committee consisting of four (4) members. Two (2) members shall be appointed by the Board and two (2) members shall be appointed by the Union. Said committee shall meet regularly to discuss health and safety matters.

The committee shall have the authority to investigate any matters pertaining to health and safety and to make recommendations to the Board of Education which shall retain the right of final decision on all said matters.

The parties have caused their names to be signed on this 19<sup>th</sup> day of October, 1999.

Local 217 UNITEHERE, AFL-CIO, Hotel &  
Restaurant Employees and Bartenders Union,  
AFL-CIO

New Haven Board of Education

/s/

\_\_\_\_\_  
Debra Jordan

/s/

\_\_\_\_\_  
Carlos Torre

10/16/99

\_\_\_\_\_

10/19/99

\_\_\_\_\_

**LETTER OF INTERPRETATION**

"The parties agree that changes in "the conditions affecting the operations in each cafeteria" which may be considered by the Board in determining the number of personnel and the hours to be worked in a particular cafeteria include, but are not limited to: (a) changes in the number of meals or the quantity of food served; (b) changes in the methods, means or manner in which services are rendered; or, (c) technological changes, including purchasing new or different types of equipment.

Local 217 UNITEHERE, AFL-CIO, Hotel &  
Restaurant Employees and Bartenders Union,  
AFL-CIO

New Haven Board of Education

/s/

\_\_\_\_\_  
Debra Jordan

10/16/99  
\_\_\_\_\_

/s/

\_\_\_\_\_  
Carlos Torre

10/19/99  
\_\_\_\_\_

**SIDE LETTER OF AGREEMENT**

New Haven Board of Education  
And  
Local 217 UNITEHERE, AFL-CIO

RE: Successor Collective Bargaining  
Agreement  
April 7, 2003

WHEREAS, The New Haven Board of Education (the "Board) and Local 217 (the "Union") are Parties to a Collective Bargaining Agreement; and,

WHEREAS, The parties have reached a memorandum of understanding with respect to the successor collective bargaining agreement with an effective date of 7/1/02 and an expiration date of 6/30/06; and,

WHEREAS, As part of the Agreement, the parties added requirements related to Qualified Food Service Operators (QFO) certification ; and,

WHEREAS, The parties understand that there are employees currently occupying positions that will now be subject to a QFO; and,

NOW, THEREFORE, It is hereby stipulated to and agreed by the City of New Haven and Local 217 UNITEHERE, AFL-CIO as follows:

1. All current Cooks and kitchens where there is a single general worker (single workers) must become qualified within one year of the execution of this agreement as a condition of maintaining their current position.
2. The Board will provide one free test to all Cooks, Assistant Cooks and single workers, as well as any other employee who has yet to take a QFO test. Any further tests beyond this one test shall be paid for by the employee.

IN WITNESS WHEREOF, The parties have caused their names to be signed on this \_\_\_\_\_ day of April 2003.

City of New Haven

Local 217 UNITEHERE, AFL-CIO

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

By: \_\_\_\_\_  
Steve Mathews  
Staff Representative

**SCHEDULE X - Pension Provisions**

**ARTICLE I--GENERAL INFORMATION**

**Section 1 - General Definitions**

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

- a) The Fund or said Fund means the City of New Haven, City Employees Retirement Fund;
- b) The City or said City means the City of New Haven;
- c) The Treasurer and the City/Town Clerk mean, respectively, such Board or Officer of said City;
- d) Eligible employee means any full time employee covered by this Collective Bargaining Agreement, 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;
- e) Full time employee means any permanent employee who works twenty (20) hours or more hours per week;
- f) 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;
- g) Conditional member means a terminated employee who has ceased to contribute to the Fund but who has retained eligibility rights for a deferred pension;
- h) He or his means “he” or “she” or “his” or “her”, as may be appropriate.
- i) The pay of a member means all compensation for services, but shall not include allowance for a motor vehicle or other transportation.
- j) Said Board or the Board means the Retirement Board created pursuant to the provisions of this plan.

**Section 2 - Retirement Fund; Assets, Administration**

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

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

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

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

### Section 3 - Retirement Board

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

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

Section 4 - Payment By City

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

Section 5 - Annual Reports Of Retirement Board

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

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

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

Section 7 - Limitations Of Actions

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

Section 8 - Effect Of Workers Compensation

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

Section 9 - Accounts & Reserves

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

- (1) A reserve to cover future payments on retirement annuities granted due to age and service;
- (2) A reserve to cover future payments on annuities granted due to disability;
- (3) A reserve to cover future payments of benefits granted to survivors; and



- (4) The balance representing the remainder of the accumulated contributions made by the members and by the City, to be held as a reserve for benefits accruing in future years in accordance with the provisions of this plan.

Section 10 - Actuarial Valuation

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

Section 11 - Membership Classification

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

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

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

Section 13 - Miscellaneous

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

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

(c) If the Fund is terminated or if there shall be a complete discontinuance of the contributions under the Fund, the assets held in the Fund available for payment after provision for payment of all expenses of final liquidation or termination shall be allocated pursuant to the direction of the Board on the basis of actuarial valuations to the extent of the sufficiency of such assets for the purpose of providing retirement benefits determined by the Fund to have accrued under the Fund to the date of termination of the Fund. The allocation of the available assets in the Fund shall be in the manner and order described in the following paragraphs. If the amounts available shall be insufficient for a complete

allocation in accordance with any paragraph, such amounts shall be allocated in a uniform manner to all persons in the group mentioned in such paragraph and no allocation shall be made under any subsequent paragraph.

- (1) First, toward the payment of that portion of a member's benefit earned to date derived from his contributions (after reduction for annuity payments), whether to the contributing members, their survivors or beneficiaries.
- (2) Second, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits to all persons who were receiving benefits on the date of termination of the Fund and members remaining in the employ of the City who have reached their normal retirement date.
- (3) Third, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide retirement benefits for members still in the service of the City who were eligible to retire on an early retirement date.
- (4) Fourth, an amount shall be allocated, which when added to the amount indicated in Paragraph 1, will be sufficient to provide benefits earned to date by those members who have earned 10 years Credited Service (but are not identified in Paragraphs 2 or 3).
- (5) Fifth, amounts then remaining shall be allocated to provide benefits for all members not provided for above.

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

## **ARTICLE II - PROVISIONS OF THE RETIREMENT PLAN APPLICABLE TO EMPLOYEES REPRESENTED BY LOCAL 217, UNITEHERE, AFL-CIO.**

### Section 1 - Definitions

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

Local 217, UNITEHERE, AFL-CIO members means all of eligible employees for whom the Local 217 or its successor has a legal obligation to represent, as specified from time to time by the Collective Bargaining Agreement between the City of New Haven and that Union.

Eligible employees holding positions under new classifications, which shall come under the category of Local 217 or its successor in the future shall also accrue the terms and benefits of this Article.

Section 2 - Determination Of Contributions Of Participating Members

The rate of contributions shall be 6% of pay effective upon ratification; 7% of pay effective July 1, 2017; and 8% of pay effective July 1, 2018; said percentage to be deducted from each eligible participating member's pay and transmitted to said Board. Computation of the average rate for use in determining benefits under this Article shall be based on such member's basic rate of pay except that total earnings including overtime, if greater, will be used for any year when such member's contributions were based on such larger amount.

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

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

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

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

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

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

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

Section 4 - Eligibility For Retirement

- (a) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement according to the provisions of this Article at the age of sixty five (65) years (sixty [60] years if he became a participating member before July 1, 1974).
- (b) Any member (a) the sum of whose age and years of Credited Service for the City equals or exceeds eighty (80), or (b) in the case of members with less than ten years of credited service (including new hires) as of July 1, 2016, equals or exceeds eighty-five (85) and is at least sixty-two (62) years of age, shall be eligible for retirement according to the provisions of this Article.
- (c) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement on account of disability according to the provisions of Section 5.
- (d) "Credited Service" for the purposes of this Article, shall mean that number of full and fractional years (calculated on a daily basis) with respect to which a member's pay is reduced by the amounts provided in Section 2.
- (e) Notwithstanding anything contained herein to the contrary, in the event a member separates from the City's service and receives a refund of his contributions pursuant to Section 3, the member's Credited Service shall include only those full and fractional years (calculated on a daily basis) occurring after the latest such refund, with respect to which the member's pay is reduced by the amounts provided in Section 2, unless:
  - (1) The member, within six (6) months of his return to the City's service, requests a reinstatement of his Prior Credited Service, if any;
  - (2) The members Prior Credited Service calculated as of the date of the latest refund exceeds the number of full and fractional years (calculated on a daily basis) falling between the date the member last separated from the City's service and the date first following such separation on which the member contributed to the Fund pursuant to Section 2;
  - (3) The member repays the latest refund together with three percent (3%) interest compounded annually; and
  - (4) The member passes such medical examination as the Retirement Board, in its sole discretion, shall prescribe. The Retirement Board shall have the sole discretion to determine whether the member has passed such medical examinations, and its decision shall be final and conclusive on all parties.

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

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

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

### Section 5 - Disability Annuities

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

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

The Retirement Board may, from time to time, call for similar medical evidence that the member continues to be permanently disabled. Such member shall be required to submit himself to any medical examination requested by the Retirement Board. If the Retirement Board, upon competent medical evidence, concludes that the disability for which the member is receiving an annuity no longer exists, such Board shall thereupon order a discontinuance of all such annuities payable to such member, effective on the date which is ninety (90) days after the Board concludes that the disability no longer exists. Each member whose benefits are terminated in accordance with this paragraph shall, regardless of the number of his years of Credited Service, thereafter be entitled to those benefits provided in the second paragraph of Section 3.

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

### Section 6 - Retirement And Disability Benefits

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

pay at the time of his retirement, whichever is smaller, is hereby established for present and future annuities.

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

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

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

(e) Any elected official whose period in office expires or elected official or appointed official whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, or who resigns after completion of ten (10) years of service and upon attainment of the age of forty five (45) shall subsequently receive, commencing upon the attainment of the age of sixty (60) or upon qualification for



disability annuity according to the provisions of this Article, an annuity for life equal to forty percent (40%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of such average annual rate of pay for each full year of service in excess of ten (10) years, provided such annuity shall not exceed seventy percent (70%) of his average annual rate of pay averaged over those five (5) years of service producing the highest average.

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

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

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

Any disability annuity which is approved by the Retirement Board shall be subject to adjustment on account of the member's earnings from employment or self-employment of any kind, and his pension shall be discontinued unless he files with the Retirement Board annually before April 30th, a sworn statement of such earnings for the preceding calendar year as shown in his federal income tax return. The reduction in his disability annuity shall equal fifty (50%) percent of any excess of his earnings in the preceding calendar year over six thousand eight hundred dollars (\$6,800.00), but in no event shall such reduction exceed the amount of disability annuity paid for the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled member attains the age of sixty five. For any one of these members whose period of credited membership shall have commenced after his fortieth birthday, the amount payable as a disability annuity (before adjustment for earnings) shall be limited to a percentage of his annual rate of pay at the time of disability;

this percentage is to be determined by multiplying two percent (2%) by the number of years of membership which he could have accumulated up to his sixty fifth birthday if he were able to continue his employment for the City until that date.

### Section 8 - Survivorship Benefits

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

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



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

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

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

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

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

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

#### Section 9 - Requirements For Participation

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

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

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

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

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

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

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

- (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 an adjustment percentage for each July 1, by relating such index for the full calendar year prior to such July 1 to that for the next preceding full calendar year, but such adjustment percentage shall be limited to a maximum of one hundred three percent (103%) and to a minimum of ninety seven percent (97%); further, no adjustment will be made where increase or decrease for the year is less than one-quarter (1/4) of one percent. However, the monthly benefit originally provided for a retired member or for a survivor shall never be reduced because of the accumulative effect of all cost-of-living adjustments. Notwithstanding the foregoing, the adjustment percentage shall be limited to a maximum of 102% and a minimum of 98%. for any members (including new hires) who do not have at least twenty (20) years of service as of July 1, 2016; further, the maximum aggregate lifetime increase shall not exceed twenty percent (20%) for employees with fewer than twenty years of service (including new hires) as of July 1, 2016.
- (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 (COLAs) at the rate of forty percent (40%) of the actuarial value of the benefits.