

**AGREEMENT**

**BETWEEN**

**THE NEW HAVEN BOARD OF EDUCATION**

**AND**

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA, LOCAL 24;**

**BROTHERHOOD OF PAINTERS AND ALLIED TRADES,  
DISTRICT COUNCIL 11;**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 90;**

**AND**

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPE FITTING INDUSTRY  
OF THE UNITED STATES AND CANADA,  
LOCAL 777**

**JULY 1, 2012 – JUNE 30, 2017**

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## OBJECTIVE

It is the objective of this Agreement to encourage and strengthen an orderly, harmonious relationship between the parties in order that more efficient and progressive public service shall be rendered to all the citizens of New Haven. This objective can best be effectively pursued by a mutual agreement in writing, not only concerning the rights and benefits, but also the duties and the responsibilities of the parties towards each other and towards the general public. The signatories to this Agreement hereby pledge to maintain and improve the present high standards of service in an efficient, economical manner.

## ARTICLE 1 - Recognition

### Section 1

The Board of Education, hereinafter called the Board, hereby recognizes Local 24, United Brotherhood of Carpenters and Joiners of America; Local 186, Brotherhood of Painters and Allied Trades; Local 90, International Brotherhood of Electrical Workers; and Local 777, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, hereinafter called the Union as representing its members described in the bargaining unit agreed to herein.

### Section 2

The Board recognizes the Union as the sole and exclusive bargaining agent for the members of this bargaining unit, in relation to wages, hours of work, and working conditions.

### Section 3

The bargaining unit is composed of all individuals represented by the unions listed in Section 1 above, who are employed by the Board of Education. The bargaining unit shall not include any employee who has the authority, inherent or delegated, to hire, suspend or fire.

### Section 4

Anything in this Agreement to the contrary notwithstanding, the supervisory central office staff of the Department of Education, its supervisors and authorized designees [which may include but shall not be limited to contractors and/or consultants hired by the Board in its discretion to perform Supervisory functions] shall not be part of the bargaining unit.

### Section 5

It is further agreed, that all bargaining unit employees who are members of the Union or who agree to pay an agency fee to the Union as of the effective date of this Agreement shall, as a condition of continued employment, remain members of the Union or continue to pay said agency fee to the Union during term of this Agreement. In addition, it is also agreed that any new employees hired on or after the effective date of this Agreement shall, as a condition of continued employment, join the Union or agree to pay an agency fee to the Union within 30 working days following the conclusion of their probationary period.

#### Section 6

During the terms of this Agreement there shall be no subcontracting of Bargaining Unit work, inconsistent with the manner in which such work has been subcontracted in the past, without the consent of the Union.

#### Section 7

The parties agree that bargaining unit employees who are assigned a job within their trade may be expected to perform necessary work, provided that they are certified to do such work, and provided such work is necessary to complete the work order that has been assigned.

### ARTICLE 2 - Seniority

#### Section 1

Seniority rights of employees shall conform to the Rules and Regulations of the Civil Service Commission. Factors affecting seniority not contained in the City Charter the Civil Service Rules and Regulations may be subject to negotiation between the Board and the Union, but no agreement shall be in conflict with the Charter or the Civil Service Rules.

#### Section 2

An employee shall lose his/her seniority rights and be removed from the Board's payroll under any of the following circumstances:

- a) if he/she resigns;
- b) if he/she is discharged for just cause;
- c) if he/she has been laid off for lack of work and any such layoff continues for more than two (2) years;
- d) if he/she fails to report to work within five (5) working days after due notice by the Board to the employee's last known address to return to work after layoff;

- e) if he/she is absent from work for any reason, excluding Workers' Compensation leave, for longer than two (2) years.

### ARTICLE 3 - New Appointments

#### Section 1

Applications and examinations for vacant positions shall be processed in the manner described in the Civil Service Rules and Regulations and appointments shall be made from Civil Service eligible lists in accordance with said Rules and Regulations.

All new employees shall serve a probationary period of one hundred twenty (120) working days. Such employees shall be considered at-will employees for the probationary period and shall not be eligible for health benefits until completing the first ninety (90) days of the probationary period. Employees shall not be eligible for personal days or sick days until satisfactorily completing their entire probationary period. Once the employee has satisfactorily completed his/her probationary period, the accrual of sick leave and vacation time shall be determined by the employee's original date of hire.

### ARTICLE 4 - Awarding of Positions

#### Section 1

Promotions shall be made in accordance with the Rules and Regulations of the Civil Service Commission.

#### Section 2

All such appointments to higher positions shall be for a probationary one hundred twenty (120) day period, during which time the appointee's progress shall be reviewed and evaluated by the supervisory central office staff and authorized designees (which may include but shall not be limited to contractors and/or consultants hired by the Board in its discretion to perform Supervisory functions). During this probationary period, if the appointee's performance on the job does not meet the standards for the position as set forth in the job description, the supervisory central office staff and authorized designees (which may include but shall not be limited to contractors and/or consultants hired by the Board in its discretion to perform Supervisory functions), shall recommend to the Superintendent of Schools that the appointee be rejected for the position.

Written notification of any rejection shall be sent to the rejected probationer and to the Union.

The Board and the Union agree that employees may be required to submit to medical examinations at the Board's expense where the employee's fitness for duty is in question. If the employee is not satisfied with the opinion of the Board's doctor he/she may seek a second opinion at his/her own expense. No medical examination shall be utilized as a device to unilaterally remove any employee from the classified service. All employees affected by this Agreement shall at all times continue to be protected by all the safeguards incorporated in the City Charter, the Civil Service Rules and Regulations, and the provisions of this Agreement.

## ARTICLE 5 - Vacation

### Section 1

The purpose of vacations is to permit a period of rest and recreation for each employee. Vacations shall be granted on a basis of not less than one full week at a time.

### Section 2

Full time, permanent employees who have worked with the City for at least one (1) year are entitled to receive a minimum of ten (10) working days paid vacation per year. Full time, permanent employees who have completed five (5) years of continuous service with the City shall be entitled to receive fifteen (15) working days paid vacation per year. Full time, permanent employees who have completed fifteen (15) or more years of continuous service with the City are entitled to receive twenty (20) working days paid vacation per year, provided however that, employees who, as of July 1, 2012 have already completed twenty (20) years of continuous service with the City and are already receiving 25 working days paid vacation per year, shall continue to be eligible for twenty-five (25) vacation days.

### Section 3

Employees entitled to three weeks or more vacation may take two (2) weeks of their vacation time in the period between the termination of the normal school year in June and the opening of school in September. The balance of accrued vacation time will be allowed during the normal school year.

### Section 4

New personnel who began working for the City on a full time, permanent basis on October 1, or before shall receive two weeks paid vacation during the succeeding year's vacation period. New personnel who began working for the City on a full time, permanent basis on March 1 or before shall receive one week paid vacation. Employees who began working for the City after March 1 will not be eligible for a paid vacation until the next succeeding year.

### Section 5

Annual vacation allowance may not be accumulated from one year to another, i.e., it must be taken within the year that it is earned.

Under special conditions, vacations may be accumulated upon the recommendation of the Director of Human Resources and Labor Relations, contingent upon the approval of the Superintendent of Schools under such terms for the use of such accumulated vacation as he/she may establish at the time of approval. However, such accumulation shall never exceed 20 working days for employees entitled to two weeks annual vacation, 30 working days for those employees entitled to three weeks annual vacation, or 40 working days for those employees entitled to four weeks annual vacation.

#### Section 6

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

#### Section 7

Whenever any conflict exists concerning vacation period, seniority shall take preference. In addition, no more than one half of the number of employees in any classification shall be on vacation at any one time.

#### Section 8

Vacations may be taken at any time within the calendar year, subject to Section 3 of this Article, above, except that no vacations shall be allowed during the following periods of time: (1) two weeks prior to school opening, (2) the week between Christmas and New Year's and (3) the winter and spring vacation. Exceptions to this policy shall be allowed only by mutual agreement of the parties.

#### Section 9

Employees shall notify the Director of Staff Placement, Evaluation & Development or his/her designated representative, in writing, of their intended vacation period at least 30 days prior to their intended vacation.

#### Section 10

Employees who leave the employ of the Board due to retirement, resignation or any other non-disciplinary cause shall be paid for their accrued but unused vacation time. Employees terminated by the Board for disciplinary reasons shall not be paid for such accrued but unused vacation time.

### ARTICLE 6 - Holidays

## Section 1

All employees shall receive 12 paid holidays. These holidays are New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and one (1) of the floating holidays set forth below. Each employee may elect one of the following floating holidays: Rosh Hashanah, Yom Kippur, the day after Thanksgiving, Christmas Eve, the day after Christmas, New Year's Eve, the day after New Years Day. Each employee shall inform the appropriate Supervisor and the Director of Human Resources and Labor Relations of his/her choice of floating holiday before August 1 of each calendar year. Employees who are required to work on a non-floating holiday or who are required to work on a day they had previously selected to be their floating holiday shall be paid for such holiday at time and one half their current hourly rate, in addition to the regular holiday pay. Employees paid under the previous sentence for working a previously selected floating holiday shall not be entitled to an additional floating holiday.

## Section 2

If an employee is absent from duty on the day before or the day following a holiday, he shall not be paid for these days unless his absence is covered under the sick leave plan.

# ARTICLE 7 - Disciplinary Procedure

## Section 1

The Union recognizes the necessity for the administrative and supervisory staff or its designees to exercise full disciplinary authority consistent with their oath of office and their responsibilities to direct employees to perform the required work duties in order to achieve department program goals and satisfactory municipal services to the general public.

## Section 2

All disciplinary actions shall be in a fair -manner and shall be consistent with the nature of the infraction for which the disciplinary action is being applied, subject to the principle of progressive discipline.



### Section 3

Normally, disciplinary actions shall include either (a) a documented verbal warning, (b) a written warning, (c) suspension without pay, or (d) discharge. Such disciplinary actions shall normally follow this order. However, the nature of the offense may warrant one or more of the above steps to be skipped.

### Section 4

All disciplinary actions may be appealed through the established grievance procedure, except verbal warnings.

### Section 5

All suspensions and discharges must be stated in writing and a copy given to the employee involved. The Union will also be furnished with a copy.

### Section 6

Nothing in this Article shall contravene the rights and responsibility of the Civil Service Commission, nor shall it supersede the provisions of the Civil Service Rules and Regulations.

## ARTICLE 8 - Grievance Procedure

### Section 1 - Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible to insure efficiency and employee morale.

### Section 2 - Purpose

A grievance for the purpose of this procedure shall be considered to be an alleged violation of any of the specific provisions of this contract.

### Section 3 - Time Extensions

Time extensions beyond those stipulated below may be arrived at by mutual written agreement of the parties concerned.

### Section 4 - Procedure

- (a) The Union shall not represent any employee on a grievance which was initiated prior to the time the employee joined the bargaining unit.

- (b) Any employee who has a grievance shall, within five working days of the date upon which the employee first knew or should have known of the matter giving rise to the grievance, discuss the grievance with the the General Supervisor of Maintenance or the Technical Supervisor of Maintenance. The Supervisor shall engage in whatever additional investigation in necessary and shall give his/her answer as soon as practicable, but within three (3) working days of the meeting. It is agreed that grievances should be settled at this first step of the process.
- (c) If the supervisor and the employee cannot reach an agreement on the grievance, the grievance shall, within five working days, be stated in writing, signed by the complainant and his/her representative, if any, and submitted to the Director of Personnel and Labor Relations , or his/her designated representative as a step 2 grievance. The decision of the Director of Personnel and Labor Relations or his/her designated representative shall be submitted in writing to the complainant and his/her representative within ten working days of receipt of the grievance.
- (d) If the decision at Step 2 is not satisfactory to the employee, he/she may appeal the decision in writing to the Superintendent of schools or his/her designee within ten (10) working days from the decision at Step 2. Within fifteen (15) working days of receipt of such appeal, the Superintendent of his/her designee will arrange to meet with the employee and his/her representative in an effort to resolve the grievance. The Union will be advised in writing of the employer's decision within fifteen (15) working days of such meeting. The designee of the Superintendent shall not be the same individual who heard the grievance at Step 1 or Step 2.

#### Section 5 - Arbitration

- (a) In the event the Union feels that further review is desired, it shall, within ten working days of the decision of the previous step, forward a request to arbitrate to either the State Board of Mediation and Arbitration or the American Arbitration Association with a copy sent to the Director of Staff Placement, Evaluation and Development or his/her representative. Grievances not appealed within this time shall be considered as settled.

At the discretion of the Board any arbitration filed under this section to the State Board of Mediation and Arbitration may be removed by the Board and submitted to the American Arbitration Association. In such circumstances, the union shall within thirty (30) days withdraw the arbitration from the State Board of Mediation and Arbitration and proceed through the American Arbitration Association if the union desires to pursue the matter through arbitration.

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

The Arbitrator(s) designated in accordance with this Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. The Arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation or application to the provisions of this Agreement. The Arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the Agreement in effect at the time of the occurrence of the grievance being arbitrated. The Arbitrator(s) shall confine the award to a decision that the City or the Union has or has not violated a provision of this Agreement, and if such an award is in the affirmative, the award shall specify the remedy. The written award of the Arbitrator made in accordance with the above arbitration procedure shall be final and binding on the parties to this Agreement, subject only to court appeal of the decision.

- (b) The Board and the Union shall each pay one-half the cost of all charges incurred in the arbitration process.
- (c) The arbitrator or arbitrators shall within 30 days of selection, hear the facts and render a decision which will be final and binding on both parties subject to the right of appeal a court of competent jurisdiction.

#### Section 6 - Recording of Minutes

Either party shall have the right to employ a public stenographer or use a mechanical device at any step in the procedure. The party which so utilizes a public stenographer or mechanical device shall absorb the full cost of same.

In order to be considered, a grievance must be filed within five working days of the occurrence or event giving rise to the grievance. If a grievance is not appealed within the time limits herein above described, it shall be deemed settled. If the Board fails to answer a grievance within the time limits set forth in this Article, the grievance shall automatically proceed to the next higher step.

### ARTICLE 9 - Non-Discrimination Clause

#### Section 1

Neither party shall discriminate against any employee because of race, color, religion, creed, sex, national origin, age, marital status, ancestry, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, or political or union affiliation.

## ARTICLE 10 - Management Rights

### Section 1

The Board of Education and the Superintendent of Schools shall have the right to determine all matters concerning the management or administration of the Department of Education, including but not limited to, the right: to direct the working force; to hire, transfer, suspend, promote, retain, discipline or discharge employees; to establish reasonable rules of conduct; to schedule employees; and to combine and eliminate jobs, subject to the provisions of this Agreement, the City Charter and Ordinances, and Civil Service Rules and Regulations.

### Section 2

It is the intent of the parties that when and if employees are transferred, that such transfer shall not be made to a job outside of the bargaining unit, nor shall such transfer be made to a different classification within the bargaining unit.

## ARTICLE 11 - Authority & Responsibility of the Civil Service Commission, the Mayor and the Board of Aldermen

### Section 1

No provision of this Agreement shall in any way contravene the authority and responsibility of the Civil Service Commission, the Mayor or the Board of Aldermen as contained in the Charter and the Ordinances.

## ARTICLE 12 - Union Activities

### Section 1

Union activities shall be carried on in such a manner so as not to interfere with departmental activities, provided such Union activities have the prior approval of the Director of Human Resources and Labor Relations or his/her designee. However, this provision is not intended to exclude normal Union activities, such as handling grievances, negotiations with the Board, or authorized time off for Union conventions and meetings, except that no more than two Union Members will attend Union conventions at the same time.

The Union shall notify the Director of Staff Placement, Evaluation & Development of the names of current Union officers responsible for handling grievances.

### Section 2

Employees engaged in normal Union activities on behalf of their members, and involved Board officials, shall not have their pay suspended if such meetings have the prior approval of the Director of Human Resources and Labor Relations or the Superintendent of Schools or their respective designees.

Employees shall notify the Maintenance Supervisor at least 24 hours in advance of such scheduled meetings. For these purposes, the Board shall not suspend the pay of one (1) union official plus the grievant(s) for any grievance meeting, up to two union officials plus the grievant(s) for a grievance Arbitration or a State Board of Labor Relations proceeding, and up to four union officials for collective bargaining negotiations and/or interest arbitrations.

### ARTICLE 13 - 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 slow-up, work stoppage, or strikes against the Board, which are in violation of the Municipal Employee Relations Act of Connecticut. The Union further agrees that any of its members participating in any work slow-up, stoppage, or strike may be summarily discharged by the Board. The Union further agrees that any picketing performed by a member during his/her scheduled working hours shall result in said employee being summarily discharged by the Board.

#### Section 2

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

#### Section 3

The Union agrees that it will use its best efforts to cause its member employees, 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 14 - Time Allowance for Death of Relative

### Section 1

Regular, full-time employees may be absent from their assigned duties for the five consecutive calendar days following the death of a member of the immediate family. Should any of these days be one of his/her regularly scheduled workdays, he/she will be compensated for such absence.

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

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

Any days taken for this purpose which are in addition to the employee's authorized leave shall be charged as leave without pay.

### Section 2

Regular, full time employees may attend funeral services of the following relatives who are not members of the employee's immediate family: aunt, uncle, brother-in-law, sister-in-law and first cousin. One full day's pay will be granted if the absence occurs on one of the employee's regularly scheduled work days.

Any days taken for this purpose which are in addition to the one day of authorized leave shall be charged as leave without pay.

## ARTICLE 15 – Medical Coverage

### Section 1

A. The Board shall cover all employees hired before the signing of this agreement scheduled to work twenty (20) hours per week or more and their eligible dependents under one of five medical care programs known as Lumenos High Deductible Plan, Comp Mix Plan, Bluecare POE, Blue Care POE 30/35, and Century Preferred PPO. Prescription coverage for the Comp Mix, POE and PPO programs shall be as stated on the medical benefits matrix contained in Appendix C of this Agreement.

Members enrolled in the Lumenos plan may earn up to 50% of their required deductible by participating in wellness activities set forth in Appendix D. Such Schedule may be revised from time to time by the City; in no event shall such revision decrease the total earnable amount. The earned amount shall be credited to a Health Incentive Account (HIA). In no event shall the HIA amount credited in a single year exceed 50% of the required deductible (i.e., \$1000 per single;

\$2000 per family); nor shall the total HIA balance exceed 100% of the required deductible (i.e., \$2000 per single; \$4000 per family) in any given year.

## Section 2 - Life Insurance

Full time employees shall be provided group term life insurance of \$25,000 from the date of eligibility for benefits to the date of termination of employment with the City.

## Section 3 – Dental and Vision

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

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

## Section 4 - Employee Contributions

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

Year	Lumenos	Comp Mix	Blue Care POE	Blue Care POE 30/35	Century Preferred PPO
July 1, 2013 to June 30, 2014	9%	15.25%	16%	12.5%	21.25%
July 1, 2014 to June 30, 2015	11%	15.25%	17%	13.5%	21.25%
July 1, 2015 to June 30, 2016	13%	16.25%	18%	14.5%	22.25%
July 1, 2016 to June 30, 2017	15%	17.25%	19%	15.5%	23.25%

(B) No later than sixty (60) days after the ratification and legislative approval of this Agreement the City will hold a required enrollment for all bargaining unit members and their eligible dependents. At this time all members will be required to enroll in their choice of the City's offered medical benefit plans pursuant to the regulations prescribed by the Department of Human Resources. Any individual not participating in this enrollment will not be eligible for continuation of medical benefits. During the course of this Agreement, the City may require continuing proof of spouse and/or dependent eligibility. New employees shall not be eligible for medical benefits until such time as they provide documentation acceptable to the Human Resources Department. Subsequent to reenrollment or enrollment, any changes in dependent or spouse status must be communicated to the Human Resources Department immediately upon such change taking place. Claims or copay amounts improperly paid shall be promptly reimbursed to the City by the employee.

(C) Employees who elect the dental benefits mentioned in Section 3 of this article shall be responsible for paying ten percent (10%) of the cost, based on the wholly equivalent rate, of the single, couple, or family plan selected.

#### Section 5

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 6

The New Haven Board of Education reserves the right to change insurance carriers with the understanding that benefits will remain substantially the same as existing benefits. The Union will be notified prior to any changes and if the Union wishes, the City will fully discuss any changes with the Union prior to their implementation. The Board shall continue to have the right to maintain a workers' compensation PPO Program.

#### Section 7

All new employees shall serve a probationary period of one hundred twenty (120) working days. Such employees shall be considered at-will employees for the probationary period. New employees shall be eligible for health benefits after ninety (90) working days. However, they shall not be eligible for personal days or sick days until satisfactorily completing their probationary period. The accrual of sick leave and vacation time shall be determined by the employee's original date of hire.

#### Section 8 – Retiree Coverage

(A) The Board of Education shall continue to provide and pay for the medical insurance listed in Section 1 of this Article (excluding term life insurance), to the same extent as for active employees, for all retirees who retire on or after the ratification date of this Agreement and who meet the criteria set forth herein:

Twenty-five (25) years of service or meet the criteria to retire under the rule of 80.



Twenty (20) years of service and retire with a service connected disability.

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

For employees with more than ten (10) years of service as of September 20, 2014, such medical insurance shall be provided for the employee's spouse. In addition, such eligible spouses of employees who are still working but meet the above criteria and die while still an employee will be covered under this provision until such time as the employee would have reached age sixty-five (65). Further, such eligible spouses of retirees who are retired and meet the above criteria and die prior to age sixty-five (65) shall continue to be covered until such time as the retiree would have reached age sixty-five (65).

(B) Employees who retire on or after July 1, 2004, shall make a monetary contribution for a portion of the medical insurance premiums in an equal amount as called for with active employees. Provided the required contribution is made, said coverage shall be paid by the Board until the retiree reaches age sixty-five (65). In addition, employees who retire after the Effective Date of this Agreement shall be required to re-enroll during open enrollment period, including after the execution of each new successor contract, along with the active members of the Trades Union. Such employees shall be entitled to choose among the medical insurance plan options offered to active members, at the same rate paid by such active employees.

(C) For retirees who satisfy the above criteria (and their spouses, provided that the employee has more than ten (10) years of service as of September 20, 2014) and who reach the age of 65, the City shall assist in providing coverage under Medicare Supplemental Plan C with unlimited pharmaceutical coverage until the retiree reaches age 70. If the retiree dies prior to age 70 then his/her eligible spouse will continue to be covered by Medicare Supplemental Plan C with unlimited pharmaceutical coverage until such time as the retiree would have reached age 70 as if he/she lived. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all age appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City. The retiree shall be responsible for paying the same premium cost share for the Medicare Supplemental Plan C as he/she was paying for the chosen medical plan coverage prior to turning age sixty-five.

## ARTICLE 16A - Sick Leave & Worker's Compensation

### Section 1

Employees hired before July 1, 2004 shall be covered by the provisions of this Article in its entirety. Employees hired on or after July 1, 2004 shall only be covered by Sections 2(a), 2(c), 2(d), 4, 6, 8 and 9 (?) of this Article.

### Section 2 - Definition

(a) For purposes of administration of the sick leave plan, the term "permanent employee" shall mean any employee who is regularly scheduled to work at least five days per week for the full budget year.

(b) Employees who are regularly scheduled to work less than five (5) days per week but at least 20 hours per week for the full budget year shall be entitled to receive one-half working day of sick leave per month. Otherwise, all other provisions of this plan shall apply to these employees. (Employees scheduled to work less than 20 hours per week, part-time, seasonal, temporary and persons employed on an emergency basis are not eligible for sick leave, unless otherwise provided by law.)

(c) Sick Leave shall be considered to be the absence from duty with pay of permanent employees for the following reasons:

1. Illness or injury except where directly traceable to gainful employment by an employer other than the City of New Haven or where such illness or injury is compensable under Connecticut's Workers' Compensation laws.
2. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.
3. When exposure to contagious disease endangers the health of other employees.

(d) 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 full time, permanent employee at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed 15 working days in any 12 months.

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

(c) No sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted unless authorized in advance by the Superintendent of Schools or his/her designee. Such authorization shall not exceed one year's sick leave allowance, and shall be charged to said employee's sick leave to be accumulated within the next 12 month period immediately following the authorization of said advance sick leave at the rate of one working day per month.

#### Section 4 – Worker's Compensation

(a) Employee injuries arising out of and in the course of an employee's official duties, when such injury is compensable under Connecticut's Worker's Compensation laws, shall not result in such employee being charged for sick leave while receiving Worker's Compensation. Under such circumstances (i.e., while receiving Worker's Compensation), commencing after the tenth (10<sup>th</sup>) work day missed, said employee shall be paid by the Board the amount by which the employee's regular weekly wages (based upon a 40-hour week) exceed the weekly Worker's Compensation payment, up to a maximum of ten (10) weeks, provided, however, that the total weekly payment from all sources paid by the Board and under Worker's Compensation laws shall not exceed the employee's post-tax, regular weekly wages. The Union may request that said ten (10) week cap be extended by writing for an extension on a monthly basis to the Executive Director of Finance and Operations.

(b) The benefit described in Sections 4(a) above (viz.-the partial wage payment by the Board without charging the employee for sick leave) shall be conditioned not only upon the employee's continued eligibility for Worker's Compensation, but also upon his/her inability to return to work as determined by a physical examination conducted by a physician appointed by the City. Therefore, this benefit will cease once the City physician determines that the employee is able to return to work.

(c) If an employee, who has been absent from work under the provisions of Worker's Compensation for a period of less than two years, is physically able to return to work, as determined by the City physician, he/she shall be reinstated to the position he/she held prior to his/her absence provided such position still exists and he/she would have remained in that position had he /she not been absent. Any employee(s) affected by the return of said employee will be governed by Civil Service Rules and Regulations.

(d) During the period while an employee is a recipient of the benefit referred to above, said employee shall not receive any additional pay for holidays, sick leave, or vacations. However, sick leave shall be allowed to accrue for said employee during this period, for utilization after he/she returns to work. Furthermore, any vacation time accrued by an employee prior to the receipt of Worker's Compensation may be credited to the employee for use after he/she returns to work for the City.

(e) After a determination is made by the Worker's Compensation Commission that an employee-recipient of Worker's Compensation is no longer entitled to payment of Worker's Compensation and such employee does not return to work for the Board, said employee's employment shall be terminated.

(f) During the waiting period after an employee applies for Worker's Compensation and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave. If subsequently a determination is made for that the employee is eligible for Worker's Compensation, the Board will be reimbursed by the employee from the proceeds of the Worker's Compensation and an adjustment will be made to the employee's sick leave so as to conform with the requirements set forth in Section 4(a) above.

(g) In addition to existing rights the Board has or may have to recover worker's compensation payments from responsible third parties, the Board shall have the right to recover any payment made by it to supplement said benefits pursuant to Section 4(a) or Section 4(f) hereof from such responsible party. If the employee recovers a judgment or otherwise settles his claim against a responsible third party, the Board shall be reimbursed by the employee to the extent of the benefits paid by the Board.

#### Section 5 - Sick Leave Accumulation

(a) All unused sick leave of any employee hired prior to July 1, 2004 who maintains continuous employment may be accumulated up to a maximum of one hundred and fifty (150) working days.

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

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

(d) Sick leave shall NOT continue to accumulate during leaves of absence without pay.

#### Section 6 - Medical Certificate Required

A medical certificate, acceptable to the appointing authority, may be required:

(a) For frequent or habitual absence from duty, or when in the judgment of the appointing authority, or his/her designee, there is reasonable cause for requiring such certificate. Repeated use of sick days before or after a Holiday shall constitute reasonable cause to require a medical certificate for such absences and failure to provide an acceptable certificate for such absences shall result in the application of Article 6, Section 3. In such cases when an employee is required to obtain a medical certificate, the Department shall assume the cost of said doctor's appointment.

(b) For any period of absence consisting of more than five consecutive working days.

(c) When it is reasonably presumed that a member of the immediate family is suffering from a contagious disease which may endanger the health of other employees.

(d) In connection with a Family and Medical Leave Act leave.

(e) As required by the Leave of Absence Policy.

#### Section 7 - Sick Leave Accumulated at Retirement or Death

(a) Upon retirement, an employee hired before July 1, 2004, shall be credited for the period of time corresponding to the amount of sick leave accumulated up to a maximum of 150 days provided that this provision in no way conflicts with any and all pension provisions. Payment for credited accumulated sick leave shall be made on a lump sum basis upon retirement in accordance with the following:

1. Employees who have reached the age of 65 or more and served ten or more years shall be eligible to receive credit for the amount of sick leave time accumulated up to a maximum of 120 days at termination of employment for reason of retirement. For employees hired on or after July 1, 1994, said maximum shall be 90 days.

2. Employees, after serving not less than ten years, shall be eligible to receive credit for the amount of sick leave accumulated at termination of employment for reason of retirement due to disability provided further that the affected employee meets the requirement for disability retirement specified in the retirement plan of which the employee is a member. Employees who retire due to a service connected disability in accordance with the prevailing pension plan, shall also be eligible to receive credit for the amount of sick leave accumulated at termination of employment. The maximum payment under this Section shall also be 120 days. For employees hired on or after July 1, 1994, said maximum shall be 90 days.

(b) The sick leave buy back provision fully described below shall permit employees hired before 7/1/04 up to one hundred and fifty (150) days of accumulated sick leave. This sick leave can be exchanged for no more than five (5) years of credited service (for employees hired before 7/1/04) (thirty [30] sick leave days shall equal one [1] year of credited service) under the following guidelines:

1) The number of sick leave days exchanged must have a value of at least one (1) year of service. The exchange of the accumulated sick time must be in exact blocks of 30 (i.e., 30, 60, 90, 120, 150). For example, if an employee has 95 days of accumulated sick leave, he/she may exchange 90 sick days for three (3) full years of credited service.

2) By exchanging their accumulated sick leave, employees may not receive more credited service than the maximum amount of credited service allowable under the Pension Plan.

3) Tax Liability: The determination of the purchased years of additional pension service credit will be predicated upon the corresponding gross equivalence of the accrued leave time utilized. The appropriate Federal and State withholding taxes will be deducted from the respective employee's gross cash equivalence and the remaining net value will be considered the employee's cost for purchase of these additional pension years of credited service. The employee's annual W2 wage statement will reflect the gross cash equivalence of all accrued leave days of service as taxable compensation. The appropriate Federal and State Tax liabilities on the gross cash equivalence will be reported as taxes paid.

#### Section 8 - Perfect Attendance

Effective June 1, 1987, employees who work six (6) months without utilizing a sick day shall receive a seventy-five dollar (\$75.00) lump sum payment in a separate check not subject to any deductions or credited for pension purposes. The six (6) month periods shall be calculated from December 1 through May 31 and June 1 through November 30 of each Contract year. Payment shall be made no later than the third (3rd) paycheck in June and December respectively for the preceding six (6) months.

#### Section 9 - Worker's Compensation - Employer-Sponsored Medical Care Plan

The Board shall have the right, subject to the approval of the Chairman of the Workers' Compensation Commission to establish a medical care plan for its employees who suffer illnesses and/or injuries which arise out of or in the course of their employment with the Board.

### ARTICLE 16B - OCCASIONAL SICK LEAVE AND SHORT TERM DISABILITY

#### Section 1

Only employees hired on or after July 1, 2004, shall be covered by the provisions of this Article.

#### Section 2

Employees who have completed their probationary period shall be covered by a short term disability policy as described herein. In addition, employees shall be allowed seven (7) paid sick days per year, to be credited January 1 of each calendar year after the employee has completed his/her probationary period.

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

All paid sick days credited in any one calendar year shall be forfeited if not used within that calendar year.

### Section 3 – INCOME PROTECTION PLAN

#### A. Purpose

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

#### B. Eligibility

To be eligible for disability benefits, an individual must be a full time employee who has completed his/her one hundred twenty (120) day probationary period and must present medical documentation substantiating the disability.

#### C. Short Term Disability

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

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

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

### Section 4 - Administration of Sick Leave

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

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

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

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

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

## ARTICLE 17 - Wages

### Section 1

The wage rates for members of the bargaining unit shall be as set forth in Appendix A to this Agreement.

It is understood that carpenters required to use personal automobiles on a daily basis will be provided with 20 gallons of gas per week.

Other craftsmen required to use their automobiles will be provided four gallons of gasoline on each day they are required to use their cars regardless of the number of times they use their cars on any given day.

The Executive Director of Business/Finance will notify the Union as to the procedure to be followed.

Such employees will submit a copy of their automobile insurance policy to the Executive Director of Business/Finance providing for \$100,000/\$300,000 limits naming the City and the Board of Education as additional named insured. Each employee shall present a copy of the additional cost incurred in compliance with this paragraph, if any, to the Executive Director of Business/Finance and shall be reimbursed the difference.

### Section 2

Effective upon the ratification of this Agreement, the annual wages for the foremen listed below shall be computed each year by adding the sum of \$2,080 to the amount of annual wages paid for that year to each craftsman in the bargaining unit.

Electrician Foreperson  
Carpenter Foreperson  
Plumber Foreperson  
Painter Foreperson  
Steamfitter/HVAC Tech Foreperson

### Section 3



Whenever the foreman of any Craft is out of work, the senior person of the respective Craft shall assume the position of acting foreman.

#### Section 4

Up to Five Hundred Dollars (\$500.00) per year shall be made available to reimburse any craftsman using his/her own vehicle for emergency repairs, towing, flat tires, etc. provided such emergency occurs during working hours.

### ARTICLE 18 – Overtime

#### Section 1

Time and one-half the current hourly rate of pay shall be paid for:

- (a) All time worked in excess of eight hours in any one work day.
- (b) All time worked in excess of 40 hours (for which overtime had not previously been earned) in any one work week.
- (c) All time worked on Saturday and Sunday for employees who normally work Monday through Friday.

#### Section 2

Overtime will be distributed as equitably as practicable through a rotation overtime list within the classification affected by the overtime work. In the event that the list is exhausted through reasonable efforts by the designated Supervisor or his/her designee then employees may be ordered in by inverse seniority. It is understood by the parties that all overtime shall be considered a full-duty assignment. Employees shall be required to submit current contact phone number(s) or other similar contact information to be used pursuant to this section. Such contact information shall be updated by the employee on the next business day following any change.

#### Section 3

If an overtime assignment requires more manpower than is available to work, the Director of Administration or his/her designee shall assign the additional manpower required. Such overtime assignments, as described herein, shall be made based solely on the judgment of the Director of Administration or his/her designee and shall be considered as overtime worked for purposes of equitable distribution.

#### Section 4

In the assignment of overtime an employee who is excessively, habitually and/or chronically absent may, at the discretion of management, be bypassed in overtime assignment, until such time as a medical certificate is given to management justifying the absence or absences, or until such time as the employee's record is satisfactory.

#### Section 5

It is understood by the parties to this Agreement that there shall be no pyramiding of rates, including overtime and/or premium rates such as shift differentials.

#### Section 6

Time absent under the terms of this Agreement, including but not limited to vacation, holiday, sick, personal days or other leave, shall not be credited as time worked for the purpose of computing overtime.

### ARTICLE 19 - Emergencies

#### Section 1

When City schools and/or other City departments are closed due to snow storms or other emergency conditions, all bargaining unit employees are required to report for work, unless specifically notified by supervision to the contrary. Employees absent due to illness on such days shall be required to present a medical certificate in order to be eligible to be paid for said absence.

### ARTICLE 20 – Working Hours

The normal hours of work shall be 7:30 a.m. to 4:00 p.m., or 1:00 p.m. to 9:30 ( which shall be available for employees hired after January 1, 2010 at the employers discretion) or 3:00 p.m. to 11:30 p.m., Monday through Friday, with a one-half hour lunch period from 12:00-12:30 p.m. or from 7:00-8:00 p.m. In addition, all employees are allowed a ten minute coffee break in the morning and afternoon, the time of which shall be determined by the Supervisor. Employees hired prior to July 1, 1997, shall not be assigned to the 3:00 p.m. to 11:30 p.m. shift without their consent. Employees working the 3:00 p.m. to 11:30 p.m. shift shall be paid a shift premium of \$ .65 per hour.

The current practice of summer hours shall continue, taking effect at the conclusion of the school year and ending at the beginning of the school year. Such hours shall be 7:00 a.m. –3:30 p.m.

## ARTICLE 21 - Longevity

### Section 1

All eligible employees shall receive in lump sum payment, on or about the first pay day in January, longevity payments-in the following amounts based on a calculation of their continuous service for the immediately preceding calendar year ending December 31.

- (a) Employees with five or more years of continuous service shall receive \$500 in January 1994 and each January thereafter.
- (b) Employees with 15 or more years of continuous service shall receive \$525 in January 1994 and each January thereafter.
- (c) Employees with 20 or more years of continuous service shall receive \$575 in January 1994 and each January thereafter.

### Section 2

An employee who retires, either for reasons of age and/or disability, shall be entitled to a pro rata longevity payment for that portion of the calendar year he worked prior to such retirement.

An employee who terminates or is terminated for any other reason other than those outlined above shall not be entitled to longevity for the calendar year in which such termination occurs.

### Section 3

Employees hired on or after January 1, 2013 or who have less than five (5) years of continuous service as of January 1, 2013 shall not be entitled to the benefits in this Article.

## ARTICLE 22 - Personal Leave

### Section 1

Each employee shall be entitled to three (3) days per contract year to be known as personal leave with pay not charged to sick leave. An employee intending to utilize personal leave shall notify his/her Supervisor at least forty eight (48) hours prior to taking such leave unless such notification is impossible due to circumstances beyond the employee's control. Effective June 30, 1988 and each June 30 thereafter, all Personal Days must be utilized within the contract year or they will be lost. Employees must use such days prior to retirement or resignation and employees shall not be entitled to compensation for unused personal days.

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

#### ARTICLE 23 - Residency

##### Section 1

There shall be no residency requirement.

#### ARTICLE 24 - Call-In Pay

##### Section 1

Any employee hired before July 1, 2013 who is called back to work shall receive a minimum of four hours pay at time and a half. Any employee hired after July 1, 2013 who is called back to work shall receive a minimum of two hours pay at time and a half. The employer maintains the right to actually have employees perform work for four (4) hours or two (2) hours, whichever is applicable, including responding to any additional calls within the four (4) hour or two (2) hour span in such cases. Employees called to work on emergencies after 5:00 a.m. shall receive time and a half for any hours actually worked.

ARTICLE 25 – Effective Date

Section 1

This Agreement shall become effective on July 1, 2012 and shall remain in full force and effect through June 30, 20 2017.

Section 2

The signing of this Agreement shall preclude any further negotiations unless mutually agreed to by both parties and such mutual agreement to further negotiate shall be based on a decision reached independently by each party, and such decision shall not be subject to review by any third party whatsoever, including but not limited to, mediation and fact finding. Further, each party to this Agreement agrees not to subject each other to coercion, or use any other methods to attempt to abrogate this Agreement. However, this shall not preclude the processing of grievances as specified under this Agreement.

Signed:

\_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
Carpenters Local 24 Business Agent

\_\_\_\_\_  
Electricians Local 90 Business Agent

\_\_\_\_\_  
Painters Local 186, DC#11 Business Agent

\_\_\_\_\_  
Plumbers Local 777 Business Agent

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013 at New Haven, CT

## ARTICLE 26 – Substance Abuse Policy

### Section 1: Purposes

The purposes of this policy are as follows:

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

### Section 2: Definitions

- A. Alcohol or Alcoholic Beverages – means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol
- B. Drug – means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug – means any drug or controlled substance, the sale possession or consumption of which is illegal.
- E. Ranking Supervisor – means any supervisory employee who is the employee's immediate supervisor in the chain of command, or the Department Head or his/her designee.
- F. Employee Assistance Program – means Employee Assistance Program provided by the City of New Haven or any agency/entity with whom the City has contracted to provide said program.

- G. Union President – means the duly designated representative of the Trades Units contained in this Agreement 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 under this Article 26 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.
- B. 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.
- C. 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.
- D. 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.

E. 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.

F. Testing Procedures: The testing procedures shall be in accordance with those set forth in this Article 26. Test results shall not be used for disciplinary purposes unless they have been obtained in accordance with the procedures outlined in this section.

G. 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.

H. 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.
- I. 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.
- J. Cost of Required Tests: The City shall pay for the following tests:
- Pre-employment drug testing;
  - CDL related 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.
- K. 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: CDL Testing

- A. 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.

## 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 and a verified negative result for drug use. When an employee engages in prohibited conduct, the City must advise the employee of the resources available to evaluate and resolve drug and/or alcohol problems through the EAP program. In addition, each employee who engages in prohibited conduct must be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee needs in resolving drug and/or alcohol problems.

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

On a first offense for a positive drug test, if the SAP determines that the employee requires assistance in handling a drug problem, the employee must properly follow the

prescribed rehabilitation program. If the rehabilitation program requires time off, said time off will be granted with or without pay for up to sixteen weeks without a loss of seniority or benefit eligibility. During the period of rehabilitation the employee may elect to use any accrued vacation or sick time. Any paid time off (vacation or sick time) used in accordance with this provision shall be subtracted from the sixteen-week entitlement referred to herein.

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

#### Section 7: Alcoholic Beverages

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

#### Section 8: Prescription Drugs

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

#### Section 9: Illegal Drugs

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

## Section 10: Procedures

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

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

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

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

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

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

- a) The employee may resign or retire, if eligible, without penalty or prejudice.
- b) The employee can claim that he/she is not under the influence of alcohol or illegal drugs.

- 1. If there is no criminal investigation pending, the employee can admit there is cause for reasonable suspicion of alleged alcohol or substance abuse, and shall, within 24 hours, enroll in an Employee Assistance program (EAP).

STEP 5: If the employee chooses paragraph (b) in Step 4, the test procedures set forth in this Article 26 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 without pay.
  3. Third offenses shall result in immediate termination.
  4. Violations of this article shall be removed from an employee's record after five (5) years from the date of the violation.
- 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.

## APPENDIX A

JOB TITLE	HOURLY RATE EFFECTIVE 7-1-12 0%	HOURLY RATE EFFECTIVE 7-1-13 2%	HOURLY RATE EFFECTIVE 7-1-14 2%	HOURLY RATE EFFECTIVE 7-1-15 2%	HOURLY RATE EFFECTIVE 7-1-16 2%
Electrician	31.78	32.42	33.06	33.73	34.40
Plumber	31.78	32.42	33.06	33.73	34.40
Steamfitter/HVAC Tech	31.78	32.42	33.06	33.73	34.40
Locksmith	31.78	32.42	33.06	33.73	34.40
Carpenter	31.78	32.42	33.06	33.73	34.40
Painter	31.78	32.42	33.06	33.73	34.40

## APPENDIX B - Pension Provisions

### ARTICLE I-- GENERAL INFORMATION

#### Section 1 - General Definitions

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

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

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

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

Eligible employee means any General Fund of the City of New Haven/New Haven Board of Education full time employee except an employee receiving benefits from or eligible for participation in any of the other pension or retirement funds of the City or the State of Connecticut;

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

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

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

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

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

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

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

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

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

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

The Treasurer of said City shall be the Treasurer of said Fund. The Retirement Board shall be the trustee thereof, and have full control and management of all its securities and assets, with power to invest and reinvest the same in accordance with the provisions of the General Statutes governing the investment of Trust Funds. Said Board may 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 Comptroller 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 judgment of the Retirement Board, it shall be advisable.



#### Section 4 - Payment By City

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

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

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

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

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

#### Section 7 - Limitations Of Actions

No action for any amount due under the provisions of this plan shall be brought but within two years after the right of action accrues. Any person legally incapable of bringing an action when the right accrues may sue at any time within 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 therefore, 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 rights is specifically fixed under the terms of the Fund and there are funds available therefore.
- (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 TRADES EMPLOYEES

### Section 1 - Definitions

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

Trades Union means all of those employees of the City of New Haven Board of Education represented by Local 24, United Brotherhood of Carpenters and Joiners of America; Local 186, Brotherhood of Painters and Allied Trades; Local 90, International Brotherhood of Electrical Workers, and Local 777, United Association of Journeymen and Apprentices of the Plumbing and

Pipe Fitting Industry of the United States and Canada (collectively “Trades Unions”) hired prior to January 1, 2010.

Eligible employees holding positions under new classifications, which shall come under the category of Trades Union covered employees in the future or any other Trades Union employees hired after January 1, 2010 shall not accrue the terms and benefits of this Article or otherwise be eligible for such benefits. Rather, such employees shall be eligible for the MERF pension plan administered by the State of Connecticut.

## Section 2 - Determination Of Contributions Of Participating Members

The rate of contributions shall be eight percent (8%) effective July 1, 2013; eight and one-half percent (8.5%) effective July 1, 2014; nine percent (9%) effective July 1, 2015 and nine and one-half percent (9.5%) of pay effective July 1, 2016, 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 his 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 Division. If the total benefit payments to such member and his surviving widow or widower and children shall be less than the amount of his total contributions, the amount of any excess shall be paid to the legal representative of the last survivor who received benefits.

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

#### Section 4 - Eligibility For Retirement

(a) Any member who has completed ten (10) years of Credited Service for the City shall be eligible for retirement according to the provisions of this Article at the age of sixty five (65) years

(b) Any member the sum of whose age and years of Credited Service for the City equals or exceeds eighty (80), or in the case of members with less than ten years of service (including new hires) as of July 1, 2010, equals or exceeds eighty-five (85) and is at least sixty-two (62) years of age, shall be eligible for retirement according to the provisions of this Article.

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

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

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

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

(2) The members Prior Credited Service calculated as of the date of the latest refund exceeds the number of full and fractional years (calculated on a daily basis) falling between the date the

member last separated from the City's service and the date first following such separation on which the member contributed to the Fund pursuant to Section 2;

(3) The member repays the latest refund together with three 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. In the event an employee is separated from service pursuant to the City's Worker's Compensation Return to Work II program, that employee shall be considered disabled as a result of his/her employment with the City of New Haven. As such, the employee shall be automatically eligible for a disability annuity, provided the employee meets all other requirements.

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

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

paragraph shall, regardless of the number of his years of Credited Service, thereafter be entitled to those benefits provided in the second paragraph of Section 3. .

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

#### Section 6 - Retirement And Disability Benefits

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

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

(f) Early retirement option: Any (i) active member, or (ii) conditional member having ten (10) or more years of Credited Service, or (iii) member whose disability benefits are terminated by reason of his recovery, may elect early retirement on any date which is ten (10) or fewer years prior to the date on which he would first become eligible for normal retirement as prescribed in subsections (a) or (b) of Section 4, 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 two (2%) , or three and one-half percent (3.5%) for members with less than ten (10) years of service (including new hires) as of July 1, 2010, percent for each full year by which his early retirement date precedes the earliest eligibility date for normal retirement as prescribed in subsections (a) or (b) of Section 4, in the case of an active member, or subsection (a) of Section 4 in all other situations covered by this Section, with a further proportionate reduction for any fraction of a year.

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

Any disability annuity which is approved by the Retirement Board shall be subject to adjustment on account of the member's earnings from employment or self-employment of any kind, and his pension shall be discontinued unless he files with the Retirement Board annually before April 30th, a sworn statement of such earnings for the preceding calendar year as shown in his federal income



tax return. The reduction in his disability annuity shall equal fifty (50%) percent of any excess of his earnings in the preceding calendar year over six thousand eight hundred dollars (\$6,800.00), but in no event shall such reduction exceed the amount of disability annuity paid for the period during which such excess earnings were earned. Such deduction shall be spread evenly over twelve (12) months, starting with the payment due on April 30th. No such adjustments for earnings shall be made after the disabled member attains the age of sixty-five. For 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 shall receive only such benefits as are payable to his children alone.

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

#### Section 9 - Requirements For Participation

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

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

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

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

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

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

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

Annually on each July 1, the monthly payments on those service annuities, disability annuities and survivors benefits on which at least eighteen (18) monthly payments have been made will be increased, or decreased, for changes in the cost-of-living as indicated by the Federal Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities, (CPI-W). For this purpose the Retirement Board will determine an adjustment percentage for each July 1, by relating such index for the full calendar year prior to such July 1 to that for the next preceding full calendar year, but such adjustment percentage shall be limited to a maximum of one hundred three percent (103%) and to a minimum of ninety seven percent (97%); further, no adjustment will be made where increase or decrease for the year is less than one-quarter (1/4) of one percent. However, the monthly benefit originally provided for a retired member or for a survivor shall never be reduced because of the accumulative effect of all cost-of-living adjustments. Notwithstanding the foregoing, the annual increase shall not exceed two percent (2.0%) for any members who do not have at least twenty (20) years of service as of October 3, 2014; further, the maximum aggregate lifetime increase shall not exceed twenty percent (20%) for employees with greater than ten years of service as of July 1, 2010 but less than 20 years of service as of October 3, 2014; and shall not exceed fifteen percent (15%) for members with less than ten (10) years of service (including new hires) as of July 1, 2010.

- A. 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 a rate of forty percent (40%) of the actuarial value of the benefit.

### Section 13 - Sick Leave Buy Back

The members of the Trades Union shall be entitled to a sick leave buy back which will expire on December 31, 2014. Thereafter, no sick leave buybacks shall be allowed. Such buyback shall be handled as follows:

- (1) For each 30 days of accumulated sick time relinquished by the employee, he/she shall receive one full year of credited service.
- (2) The maximum amount of sick time that may be exchanged is 150 days, so that the maximum number of years of credited service which an employee may receive will be five (5) years.
- (3) The exchange of the accumulated sick time must be in exact blocks of 30 (i.e., 30, 60, 90, 120, 150). For example, if an employee has 95 days of accumulated sick leave, he/she may exchange 90 sick days for (3) full years of credited service.
- (4) By exchanging their accumulated sick leave, employees may not receive more credited service than the maximum amount of credited service currently allowable under the pension plan.

## **APPENDIX C – Medical Benefit Matrices**

## Appendix D

**Health Incentive Account HDHP - 884**

<b>1. Maximum permissible incentive earned per plan year</b>	\$1,000 Single \$2,000 Family
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**2. Maximum in HIA in any plan year:** \$2,000 Single  
\$4,000 Family

<b>Preventive Exams / Screenings</b>	<b>\$ 150</b>
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<b>Annual Flu Shot</b>	<b>\$ 50</b>
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<b>Dental exams (2)</b>	\$ 100
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<b>Vision Exam</b>	\$ 50
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<b>Health Risk Assessment</b>	\$ 200
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## Condition Care

Asthma	75 engagement / 75 completion	\$ 150
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Diabetes	75 engagement / 75 completion	\$ 150
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COPD	75 engagement / 75 completion	\$ 150
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CAD	75 engagement / 75 completion	\$ 150
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Heart Failure	75 engagement / 75 completion	\$ 150
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<b>Future Moms Program</b>	50 engagement / 50 interim / 50 completion	\$ 150
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<b>Biometric Screening (onsite)</b>	<b>\$ 150</b>
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<b>Tobacco Free Certification</b>	<b>\$ 50</b>
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<b>Nutrition Tracker</b>	\$5 per week	\$ 250
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<b>Fitness Tracker</b>	\$5 per week	\$ 250
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<b>Special Campaigns</b>			
<b>Signing Bonus</b>	First year in the plan	\$	200
		\$	100

### Weight Watchers at Work or other location

Potential of "All" Categories	\$ 1,550
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<b>Total Potential Earned</b>	<b>\$ 2,450</b>
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## SIDE LETTER OF AGREEMENT

The New Haven Board of Education (The “Board”) and Local 24, District Council 11, Local 90 and Local 777 agree that the position of Plumber/Steamfitter Foreperson shall be eliminated upon the beginning of the first pay period following ratification of the July 1, 2000 – June 30, 2004 collective bargaining agreement.

Upon the beginning of the first pay period following ratification of the July 1, 2000 – June 30, 2004 collective bargaining agreement, Walter Grubbin’s job will become “Plumber Foreperson”; Donald Paduano’s job will become “Steamfitter Foreperson”; and Frank Garguilo’s job will become “Steamfitter”.

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President of the Board of Education

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Carpenters Local 24

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Electricians Local 90

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Painters Local 186, DC#11

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Plumbers Local 777

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004 at New Haven, CT